

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2022

OR

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

For the transition period from _____ to _____

Commission File Number: 001-39035



10x Genomics, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

6230 Stoneridge Mall Road
Pleasanton, California
(Address of principle executive offices)

45-5614458
(I.R.S. Employer
Identification No.)

94588
(Zip Code)

(925) 401-7300
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock, par value \$0.00001 per share	TXG	The Nasdaq Stock Market LLC

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

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

As of October 31, 2022, the registrant had 95,596,266 shares of Class A common stock, \$0.00001 par value per share, outstanding and 18,867,255 shares of Class B common stock, \$0.00001 par value per share, outstanding.

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10x Genomics, Inc.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (this “Quarterly Report”) contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which are subject to the “safe harbor” created by those sections. All statements, other than statements of historical facts included in this Quarterly Report, including statements concerning our plans, objectives, goals, beliefs, business strategies, results of operations, financial position, sufficiency of our capital resources and business outlook, future events, business conditions, costs and expenses that we expect to incur or to save in connection with our workforce reduction, the anticipated timing for completion of our workforce restructuring activities, uncertainties related to the global COVID-19 pandemic and the impact of our and our customers' and suppliers' responses to it, business trends and other information, may be forward-looking statements. Forward-looking statements generally can be identified by the use of forward-looking terminology such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “contemplate,” “believe,” “estimate,” “predict,” “potential” or “continue” or variations of them or similar terminology. Although we believe that the expectations reflected in these forward-looking statements are reasonable, we cannot provide any assurance that these expectations will prove to be correct and actual results may vary materially from what is expressed in or indicated by the forward-looking statement. Such statements reflect the current views of our management with respect to our business, results of operations and future financial performance.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Quarterly Report primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations and prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors, including those described in the section titled “Risk Factors” in this Quarterly Report and Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2021 (“Annual Report”). Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Quarterly Report. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements. For a more detailed discussion of the risks, uncertainties and other factors that could cause actual results to differ, please refer to the “Risk Factors” in our Annual Report and this Quarterly Report, as such risk factors may be updated from time to time in our periodic filings with the U.S. Securities and Exchange Commission (“SEC”). Our periodic filings are accessible on the SEC’s website at www.sec.gov.

The forward-looking statements made in this Quarterly Report relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report to reflect events or circumstances after the date of this Quarterly Report or to reflect new information or the occurrence of unanticipated events, except as required by law. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance and events and circumstances reflected in the forward-looking statements will be achieved or occur and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make. Further, as the COVID-19 pandemic is continuously evolving, our forward-looking statements may not accurately or fully reflect the potential impact that the COVID-19 pandemic may have on our business, financial condition, results of operations and cash flows.

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

Unless otherwise stated or the context otherwise indicates, references to “we,” “us,” “our,” “the Company,” “10x” and similar references refer to 10x Genomics, Inc. and its subsidiaries.

Channels for Disclosure of Information

Investors and others should note that we may announce material information to the public through filings with the SEC, our website (<https://www.10xGenomics.com>), press releases, public conference calls, public webcasts and our social media accounts, (<https://twitter.com/10xGenomics>, <https://www.facebook.com/10xGenomics> and <https://www.linkedin.com/company/10xgenomics>). We use these channels to communicate with our customers and the public about the Company, our products, our services and other matters. We encourage our investors, the media and others to review the information disclosed through such channels as such information could be deemed to be material information. The information on such channels, including on our website and our social media accounts, is not incorporated by reference in this Quarterly Report and shall not be deemed to be incorporated by reference into any other filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such a filing. Please note that this list of disclosure channels may be updated from time to time.

10x Genomics, Inc.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

10x Genomics, Inc.
Condensed Consolidated Balance Sheets
(In thousands)

	September 30, 2022 (Unaudited)	December 31, 2021 (Note 1)
Assets		
Current assets:		
Cash and cash equivalents	\$ 233,951	\$ 587,447
Marketable securities	218,435	—
Restricted cash	508	1,028
Accounts receivable, net	83,549	85,254
Inventory	78,629	59,966
Prepaid expenses and other current assets	14,350	13,896
Total current assets	629,422	747,591
Property and equipment, net	257,694	169,492
Restricted cash	7,091	7,598
Operating lease right-of-use assets	71,095	60,918
Goodwill	4,511	4,511
Intangible assets, net	23,493	25,397
Other noncurrent assets	2,901	3,319
Total assets	\$ 996,207	\$ 1,018,826
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 21,594	\$ 17,351
Accrued compensation and related benefits	28,214	31,626
Accrued expenses and other current liabilities	61,989	50,909
Deferred revenue	6,665	5,340
Operating lease liabilities	8,393	5,131
Total current liabilities	126,855	110,357
Accrued license fee, noncurrent	—	5,814
Operating lease liabilities, noncurrent	87,833	76,847
Other noncurrent liabilities	5,727	8,240
Total liabilities	220,415	201,258
Commitments and contingencies (Note 5)		
Stockholders' equity:		
Preferred stock	—	—
Common stock	2	2
Additional paid-in capital	1,793,388	1,680,865
Accumulated deficit	(1,012,106)	(863,321)
Accumulated other comprehensive income (loss)	(5,492)	22
Total stockholders' equity	775,792	817,568
Total liabilities and stockholders' equity	\$ 996,207	\$ 1,018,826

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

10x Genomics, Inc.
Condensed Consolidated Statements of Operations
(Unaudited)
(In thousands, except share and per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Revenue	\$ 131,072	\$ 125,297	\$ 360,177	\$ 346,960
Cost of revenue	30,377	24,518	83,559	46,493
Gross profit	100,695	100,779	276,618	300,467
Operating expenses:				
Research and development	67,290	54,582	202,053	149,867
Selling, general and administrative	73,401	62,076	219,413	187,683
Accrued contingent liabilities	—	—	—	(660)
Total operating expenses	140,691	116,658	421,466	336,890
Loss from operations	(39,996)	(15,879)	(144,848)	(36,423)
Other income (expense):				
Interest income	2,025	49	3,832	157
Interest expense	(114)	(219)	(351)	(649)
Other expense, net	(1,950)	(599)	(4,193)	(807)
Total other expense	(39)	(769)	(712)	(1,299)
Loss before provision for income taxes	(40,035)	(16,648)	(145,560)	(37,722)
Provision for income taxes	1,879	523	3,225	2,052
Net loss	\$ (41,914)	\$ (17,171)	\$ (148,785)	\$ (39,774)
Net loss per share, basic and diluted	\$ (0.37)	\$ (0.15)	\$ (1.31)	\$ (0.36)
Weighted-average shares of common stock used in computing net loss per share, basic and diluted	114,112,382	110,874,249	113,555,750	109,826,104

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

10x Genomics, Inc.
Condensed Consolidated Statements of Comprehensive Loss
(Unaudited)
(In thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Net loss	\$ (41,914)	\$ (17,171)	\$ (148,785)	\$ (39,774)
Other comprehensive income (loss), net of tax:				
Unrealized losses on available-for-sale marketable securities	(1,459)	—	(5,188)	—
Foreign currency translation adjustment	(68)	136	(326)	244
Other comprehensive income (loss), net of tax	(1,527)	136	(5,514)	244
Comprehensive loss	\$ (43,441)	\$ (17,035)	\$ (154,299)	\$ (39,530)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

10x Genomics, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(Unaudited)
(In thousands, except share data)

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount				
Balance as of December 31, 2021	112,514,977	\$ 2	\$ 1,680,865	\$ (863,321)	\$ 22	\$ 817,568
Issuance of Class A common stock related to equity awards	761,373	—	7,826	—	—	7,826
Vesting of shares subject to repurchase, including early exercised options	—	—	32	—	—	32
Stock-based compensation	—	—	26,137	—	—	26,137
Net loss	—	—	—	(42,413)	—	(42,413)
Other comprehensive loss	—	—	—	—	(2,465)	(2,465)
Balance as of March 31, 2022	113,276,350	2	1,714,860	(905,734)	(2,443)	806,685
Issuance of Class A common stock related to equity awards	610,447	—	6,360	—	—	6,360
Vesting of shares subject to repurchase, including early exercised options	—	—	32	—	—	32
Stock-based compensation	—	—	36,419	—	—	36,419
Net loss	—	—	—	(64,458)	—	(64,458)
Other comprehensive loss	—	—	—	—	(1,522)	(1,522)
Balance as of June 30, 2022	113,886,797	2	1,757,671	(970,192)	(3,965)	783,516
Issuance of Class A common stock related to equity awards	541,705	—	2,039	—	—	2,039
Vesting of shares subject to repurchase, including early exercised options	—	—	32	—	—	32
Stock-based compensation	—	—	33,646	—	—	33,646
Net loss	—	—	—	(41,914)	—	(41,914)
Other comprehensive loss	—	—	—	—	(1,527)	(1,527)
Balance as of September 30, 2022	114,428,502	\$ 2	\$ 1,793,388	\$ (1,012,106)	\$ (5,492)	\$ 775,792

10x Genomics, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(Unaudited)
(In thousands, except share data)

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount				
Balance as of December 31, 2020	108,485,909	\$ 2	\$ 1,544,218	\$ (805,098)	\$ (50)	\$ 739,072
Issuance of Class A common stock related to equity awards	1,102,618	—	8,546	—	—	8,546
Vesting of shares subject to repurchase, including early exercised options	—	—	42	—	—	42
Stock-based compensation	—	—	16,253	—	—	16,253
Net loss	—	—	—	(11,551)	—	(11,551)
Other comprehensive income	—	—	—	—	98	98
Balance as of March 31, 2021	109,588,527	2	1,569,059	(816,649)	48	752,460
Issuance of Class A common stock related to equity awards	1,151,392	—	16,194	—	—	16,194
Vesting of shares subject to repurchase, including early exercised options	—	—	42	—	—	42
Stock-based compensation	—	—	26,932	—	—	26,932
Net loss	—	—	—	(11,052)	—	(11,052)
Other comprehensive income	—	—	—	—	10	10
Balance as of June 30, 2021	110,739,919	2	1,612,227	(827,701)	58	784,586
Issuance of Class A common stock related to equity awards	797,529	—	6,682	—	—	6,682
Vesting of shares subject to repurchase, including early exercised options	—	—	38	—	—	38
Stock-based compensation	—	—	25,950	—	—	25,950
Net loss	—	—	—	(17,171)	—	(17,171)
Other comprehensive income	—	—	—	—	136	136
Balance as of September 30, 2021	111,537,448	\$ 2	\$ 1,644,897	\$ (844,872)	\$ 194	\$ 800,221

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

10x Genomics, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)
(In thousands)

	Nine Months Ended September 30,	
	2022	2021
Operating activities:		
Net loss	\$ (148,785)	\$ (39,774)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	18,847	15,337
Stock-based compensation expense	95,874	69,058
Loss on disposal of property and equipment	455	66
Amortization of premium and accretion of discount on marketable securities, net	665	—
Amortization of right-of-use assets	5,687	5,593
Changes in operating assets and liabilities:		
Accounts receivable	1,673	(27,216)
Inventory	(19,761)	(21,349)
Prepaid expenses and other current assets	(2,457)	(1,220)
Other noncurrent assets	411	348
Accounts payable	6,082	12,191
Accrued compensation and other related benefits	(3,163)	11,868
Deferred revenue	1,845	1,221
Accrued contingent liabilities	—	(44,173)
Accrued expenses and other current liabilities	2,867	(2,545)
Operating lease liability	(4,566)	(2,498)
Other noncurrent liabilities	(3,003)	(4,085)
Net cash used in operating activities	<u>(47,329)</u>	<u>(27,178)</u>
Investing activities:		
Acquisition of business, net of cash acquired	(1,500)	(5,451)
Purchases of property and equipment	(91,927)	(73,660)
Purchase of marketable securities	(282,871)	—
Proceeds from sales of marketable securities	41,401	—
Proceeds from maturities of marketable securities	17,182	—
Net cash used in investing activities	<u>(317,715)</u>	<u>(79,111)</u>
Financing activities:		
Payments on financing arrangement	(5,409)	(5,028)
Issuance of common stock from exercise of stock options and employee stock purchase plan purchases	16,225	31,422
Net cash provided by financing activities	<u>10,816</u>	<u>26,394</u>
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(295)	316
Net decrease in cash, cash equivalents, and restricted cash	<u>(354,523)</u>	<u>(79,579)</u>
Cash, cash equivalents, and restricted cash at beginning of period	596,073	688,644
Cash, cash equivalents, and restricted cash at end of period	<u>\$ 241,550</u>	<u>\$ 609,065</u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	\$ 841	\$ 1,222
Cash paid for taxes	<u>\$ 3,649</u>	<u>\$ 8,318</u>
Noncash investing and financing activities:		
Purchases of property and equipment included in accounts payable and accrued expenses and other current liabilities	\$ 29,290	\$ 12,710
Right-of-use assets obtained in exchange for new operating lease liabilities	<u>\$ 16,562</u>	<u>\$ 19,566</u>
Contingent consideration payable from business acquisition	<u>\$ 1,500</u>	<u>\$ 1,536</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

10x Genomics, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

1. Description of Business and Basis of Presentation

Organization and Description of Business

10x Genomics, Inc. (the "Company") is a life sciences technology company focused on building innovative products and solutions to interrogate, understand and master biological systems at resolution and scale that matches the complexity of biology. The Company's integrated solutions include the Company's Chromium Controller, Chromium Connect and Chromium X Series instruments, which the Company refers to as "Chromium instruments," the Company's Visium CytAssist instrument and the Company's proprietary microfluidic chips, slides, reagents and other consumables for the Company's Chromium and Visium solutions, which the Company refers to as "consumables." The Company bundles its software with these products to guide customers through the workflow, from sample preparation through analysis and visualization. The Company was incorporated in the state of Delaware in July 2012 and began commercial and manufacturing operations and selling its instruments and consumables in 2015. The Company is headquartered in Pleasanton, California and has wholly-owned subsidiaries in Asia, Europe and North America.

Basis of Presentation

The accompanying condensed consolidated financial statements, which include the Company's accounts and the accounts of its wholly-owned subsidiaries, are unaudited and have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The condensed consolidated balance sheets at December 31, 2021 have been derived from the audited consolidated financial statements of the Company at that date. Certain information and footnote disclosures typically included in the Company's audited consolidated financial statements have been condensed or omitted. The accompanying unaudited condensed consolidated financial statements have been prepared on the same basis as the annual consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to state fairly the Company's financial position, results of operations, comprehensive loss and cash flows for the periods presented, but are not necessarily indicative of the results of operations to be anticipated for any future annual or interim period. All intercompany transactions and balances have been eliminated. The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. Actual results could differ from those estimates. The inputs into our judgments and estimates consider the economic implications of COVID-19 on our critical and significant accounting estimates.

The accompanying unaudited condensed consolidated financial statements and notes should be read in conjunction with the audited consolidated financial statements and related notes for the year ended December 31, 2021 included in the Company's Annual Report on Form 10-K filed with the SEC on February 18, 2022 (our "Annual Report").

2. Summary of Significant Accounting Policies

There were no material changes in the Company's significant accounting policies during the three and nine months ended September 30, 2022, except as set forth below. See Note 2 – Summary of Significant Accounting Policies to the consolidated financial statements included in the Company's Annual Report, for information regarding the Company's significant accounting policies.

Marketable Securities

The Company designates investments in debt securities as available-for-sale. Available-for-sale debt securities with original maturities of three months or less from the date of purchase are classified within cash and cash equivalents. Available-for-sale debt securities with original maturities longer than three months are available to fund current operations and are classified as marketable securities, within current assets on the balance sheet. Available-for-sale debt securities are reported at fair value with the related unrealized gains and losses included in "Accumulated other comprehensive income (loss)," a component of stockholders' equity, net of tax. Realized gains (losses) on the sale of marketable securities are determined using the specific-identification method and recorded in "Other expense, net" in the Consolidated Statements of Operations.

The available-for-sale debt securities are subject to a periodic impairment review. For investments in an unrealized loss position, the Company determines whether a credit loss exists by considering information about the collectability of the instrument, current market conditions and reasonable and supportable forecasts of economic conditions. The Company recognizes an allowance for credit losses, up to the amount of the unrealized loss when appropriate, and writes down the amortized cost basis

10x Genomics, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

of the investment if it is more likely than not that the Company will be required or will intend to sell the investment before recovery of its amortized cost basis. Allowances for credit losses and write-downs are recognized in "Other expense, net," and unrealized losses not related to credit losses are recognized in "Accumulated other comprehensive income (loss)." There are no allowances for credit losses for the periods presented. As of September 30, 2022, the gross unrealized losses on available-for-sale securities are related to market interest rate changes and not attributable to credit.

Fair Value of Financial Instruments

Cash and cash equivalents are comprised of money market funds and cash which are classified as Level 1 in the fair value hierarchy. Assets recorded at fair value on a recurring basis in the balance sheets are categorized based upon the level of judgment associated with the inputs used to measure their fair values. Fair value is defined as the exchange price that would be received for an asset in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The authoritative guidance on fair value measurements establishes a three-tier fair value hierarchy for disclosure of fair value measurements as follows:

Level 1 - Inputs are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date;

Level 2 - Inputs are observable, unadjusted quoted prices in active markets for similar assets or liabilities, unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the related assets or liabilities; and

Level 3 - Unobservable inputs that are significant to the measurement of the fair value of the assets or liabilities that are supported by little or no market data.

The Company's financial instruments consist of Level 1 and Level 2 assets. Where quoted prices are available in an active market, securities are classified as Level 1. Money market funds are classified as Level 1. Level 2 assets consist primarily of corporate bonds, asset backed securities, commercial paper, U.S. Government Treasury and agency securities, and debt securities in government-sponsored entities based upon quoted market prices for similar movements in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuation techniques for which all significant inputs are observable in the market or can be corroborated by observable market data for substantially the full term of the assets. Where applicable these models project future cash flows and discount the future amounts to a present value using market-based observable inputs obtained from various third party-data providers, including but not limited to, benchmark yields, interest rate curves, reported trades, broker/dealer quotes and reference data.

Revenue Recognition

The Company generates revenue from sales of products and services, and its products consist of instruments and consumables. Revenue from product sales is recognized when control of the product is transferred, which is generally upon shipment to the customer. Instrument service agreements, which relate to extended warranties, are typically entered into for one-year terms, following the expiration of the standard one-year warranty period. Revenue for extended warranties is recognized ratably over the term of the extended warranty period as a stand ready performance obligation. Revenue is recorded net of discounts, distributor commissions and sales taxes collected on behalf of governmental authorities. Customers are invoiced generally upon shipment, or upon order for services, and payment is typically due within 45 days. Cash received from customers in advance of product shipment or providing services is recorded as a contract liability. The Company's contracts with its customers generally do not include rights of return or a significant financing component.

The Company regularly enters into contracts that include various combinations of products and services which are generally distinct and accounted for as separate performance obligations. The transaction price is allocated to each performance obligation in proportion to its standalone selling price. The Company determines standalone selling price using average selling prices with consideration of current market conditions. If the product or service has no history of sales or if the sales volume is not sufficient, the Company relies upon prices set by management, adjusted for applicable discounts.

Net Loss Per Share

Net loss per share is computed using the two-class method required for multiple classes of common stock and participating securities. The rights, including the liquidation and dividend rights and sharing of losses, of the Class A common stock and Class B common stock are identical, other than voting rights. As the liquidation and dividend rights and sharing of losses are

10x Genomics, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

identical, the undistributed earnings are allocated on a proportionate basis and the resulting net loss per share will, therefore, be the same for both Class A and Class B common stock on an individual or combined basis.

Basic net loss per share is computed by dividing net loss by the weighted-average number of shares of common stock outstanding during the period, adjusted for outstanding shares that are subject to repurchase.

For the calculation of diluted net loss per share, basic net loss per share is adjusted by the effect of dilutive securities including awards under the Company's equity compensation plans. Diluted net loss per share is computed by dividing net loss by the weighted-average number of shares of common stock outstanding. For periods in which the Company reports net losses, diluted net loss per share is the same as basic net loss per share because potentially dilutive shares of common stock are not assumed to have been issued if their effect is anti-dilutive.

Stock-Based Compensation

The Company's stock-based compensation expense relates to stock options, restricted stock units ("RSUs"), market-based performance stock awards ("PSAs") including performance stock options and performance RSUs granted pursuant to equity incentive plans and stock purchase rights under an Employee Stock Purchase Plan ("ESPP"). Stock-based compensation expense for its stock-based awards is based on their grant date fair value. The Company determines the fair value of RSUs based on the closing price of its stock, which is listed on the Nasdaq Stock Market LLC, at the date of the grant. The Company estimates the fair value of stock option awards under an equity incentive plan and stock purchase rights under an ESPP on the grant date using the Black-Scholes option-pricing model. The fair values of stock-based awards excluding PSAs are recognized as compensation expense on a straight-line basis over the requisite service period in which the awards are expected to vest and forfeitures are recognized as they occur.

The Black-Scholes model considers several variables and assumptions in estimating the fair value of stock-based awards. These variables include the per share fair value of the underlying common stock, exercise price, expected term, risk-free interest rate, expected annual dividend yield and the expected stock price volatility over the expected term. The Company calculated the expected term using the simplified method, which is the mid-point between the vesting and contractual term. Due to the short trading period of the Company's stock, the Company has estimated volatility by reference to the historical volatilities of similar publicly traded peer companies. The risk-free interest rate is based on the yield available on U.S. Treasury zero-coupon issues similar in duration to the expected term of the equity-settled award.

For PSAs, the Company derives the requisite service period for each separately vesting portion of the award using a Monte Carlo simulation model and the related compensation expense is recognized over the derived service period using the accelerated attribution method commencing on the grant date. The derived service period is the median duration of the successful stock price paths to meet the respective escalating stock price thresholds as simulated in the Monte Carlo valuation model which uses assumptions such as volatility, risk-free interest rate, cost of equity and dividend estimated for the performance period of the PSAs. If the related market condition is achieved earlier than its estimated derived service period, the stock-based compensation expense will be accelerated, and a cumulative catch-up expense will be recorded during the period in which the market condition is met.

3. Restructuring

On August 3, 2022, the Company implemented a reduction in force plan in order to decrease costs and maintain a streamlined organization to support the business. Restructuring charges of \$4.2 million associated with this plan, comprised primarily of severance-related costs, were recorded in the three months ended September 30, 2022.

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Notes to Unaudited Condensed Consolidated Financial Statements

The following table is a summary of restructuring costs related to the restructuring as of September 30, 2022 (in thousands):

	Severance and Benefits Costs	Stock-Based Compensation Expense	Total
Restructuring charge	\$ 3,600	\$ 616	\$ 4,216
Cash payments made	(2,838)	—	(2,838)
Non-cash charge	—	(616)	(616)
Balance at September 30, 2022	<u>\$ 762</u>	<u>\$ —</u>	<u>\$ 762</u>

Restructuring costs of \$0.3 million, \$1.4 million and \$2.5 million were recorded in cost of revenue, research and development expense, and selling, general and administrative expense, respectively, in the Company's condensed consolidated statements of operations during the three months ended September 30, 2022. No additional restructuring charges are expected to be incurred and the restructuring activities are expected to be substantially completed by the end of the fourth quarter of 2022.

4. Other Financial Statement Information

Available-for-sale Securities

Available-for-sale securities at September 30, 2022 consisted of the following (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Fair Value Measurement
Cash equivalents:					
Money market funds	\$ 198,852	\$ —	\$ —	\$ 198,852	Level 1
Marketable securities:					
Corporate debt securities	158,491	—	(3,634)	154,857	Level 2
Government debt securities	54,142	—	(1,417)	52,725	Level 2
Asset-backed securities	10,990	—	(137)	10,853	Level 2
Total available-for-sale securities	<u>\$ 422,475</u>	<u>\$ —</u>	<u>\$ (5,188)</u>	<u>\$ 417,287</u>	

As of December 31, 2021, the Company held \$548.0 million in money market funds with no unrealized gains or losses.

The contractual maturities of marketable securities as of September 30, 2022 were as follows (in thousands):

	Amortized Cost	Fair Value
Due in one year or less	\$ 130,206	\$ 127,560
Due after one year to five years	93,417	90,875
Total marketable securities	<u>\$ 223,623</u>	<u>\$ 218,435</u>

Inventory

Inventory was comprised of the following (in thousands):

	September 30, 2022	December 31, 2021
Purchased materials	\$ 33,418	\$ 31,954
Work in progress	26,157	14,052
Finished goods	19,054	13,960
Inventory	<u>\$ 78,629</u>	<u>\$ 59,966</u>

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Notes to Unaudited Condensed Consolidated Financial Statements

Accrued Compensation and Related Benefits

Accrued compensation and related benefits were comprised of the following as of the dates indicated (in thousands):

	September 30, 2022	December 31, 2021
Accrued payroll and related costs	\$ 3,797	\$ 3,978
Employee stock purchase program liability	1,812	1,693
Accrued bonus	14,278	16,558
Accrued commissions	3,055	3,417
Accrued acquisition-related compensation	3,766	4,430
Accrued vacation	1,089	1,172
Other	417	378
Accrued compensation and related benefits	<u>\$ 28,214</u>	<u>\$ 31,626</u>

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities were comprised of the following as of the dates indicated (in thousands):

	September 30, 2022	December 31, 2021
Accrued legal and related costs	\$ 3,277	\$ 2,425
Accrued license fee	6,119	6,214
Accrued royalties for licensed technologies	4,245	4,415
Accrued property and equipment	29,290	15,361
Accrued professional services	4,447	8,593
Product warranties	1,968	994
Customer deposits	1,161	954
Taxes payable	3,118	4,622
Accrued lab supplies	1,266	2,056
Other	7,098	5,275
Accrued expenses and other current liabilities	<u>\$ 61,989</u>	<u>\$ 50,909</u>

Product Warranties

Changes in the reserve for product warranties were as follows for the periods indicated (in thousands):

	Nine Months Ended September 30,	
	2022	2021
Beginning of period	\$ 994	\$ 399
Amounts charged to cost of revenue	3,590	2,113
Repairs and replacements	(2,616)	(1,688)
End of period	<u>\$ 1,968</u>	<u>\$ 824</u>

Revenue and Deferred Revenue

As of September 30, 2022, the aggregate amount of remaining performance obligations related to separately sold extended warranty service agreements, or allocated amounts for extended warranty service agreements bundled with sales of instruments, was \$9.4 million, of which approximately \$6.6 million is expected to be recognized to revenue in the next 12 months, with the

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remainder thereafter. The contract liabilities of \$9.4 million and \$7.7 million as of September 30, 2022 and December 31, 2021, respectively, consisted of deferred revenue related to extended warranty service agreements.

The following revenue recognized for the periods were included in contract liabilities as of December 31, 2021 and December 31, 2020 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Deferred revenue recognized	\$ 1,043	\$ 884	\$ 3,940	\$ 3,412

The following table represents revenue by source for the periods indicated (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Instruments	\$ 20,899	\$ 17,121	\$ 50,064	\$ 45,123
Consumables	108,107	106,117	303,991	296,342
Services	2,066	2,059	6,122	5,495
Total revenue	<u>\$ 131,072</u>	<u>\$ 125,297</u>	<u>\$ 360,177</u>	<u>\$ 346,960</u>

The following table presents revenue by geography based on the location of the customer for the periods indicated (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
United States	\$ 75,345	\$ 68,440	\$ 202,159	\$ 182,747
Europe, Middle East and Africa	27,927	25,819	74,067	73,761
China	15,773	19,063	45,620	55,577
Asia-Pacific (excluding China)	9,791	10,187	32,334	29,822
North America (excluding United States)	2,236	1,788	5,997	5,053
Total revenue	<u>\$ 131,072</u>	<u>\$ 125,297</u>	<u>\$ 360,177</u>	<u>\$ 346,960</u>

5. Commitments and Contingencies

Lease Agreements

The Company leases office, laboratory, manufacturing and distribution space in various locations worldwide. On November 6, 2020, the Company entered into a Master Lease Agreement ("MLA") to lease additional office building space near the Company's Pleasanton, California headquarters. The MLA consists of various lease components, a few of which commenced in the nine months ended September 30, 2022. The sole outstanding component is expected to commence in 2023 and is expected to terminate on June 30, 2033. Total undiscounted payments for the lease component commencing in fiscal year 2023 will be \$14.0 million with an expected lease term of 10.5 years.

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Future net lease payments related to the Company's operating lease liabilities as of September 30, 2022 is as follows (in thousands):

	Operating Leases
2022 (excluding the nine months ended September 30, 2022)	\$ 2,424
2023	14,774
2024	14,891
2025	13,774
2026	14,481
Thereafter	61,452
Total lease payments	\$ 121,796
Less: imputed interest	(25,570)
Present value of operating lease liabilities	\$ 96,226
Operating lease liabilities, current	\$ 8,393
Operating lease liabilities, noncurrent	87,833
Total operating lease liabilities	\$ 96,226

The following table summarizes additional information related to operating leases as of September 30, 2022:

	September 30, 2022	December 31, 2021
Weighted-average remaining lease term	8.4 years	8.7 years
Weighted-average discount rate	5.5 %	5.4 %

Litigation

The Company is regularly subject to lawsuits, claims, arbitration proceedings, administrative actions and other legal and regulatory proceedings involving intellectual property disputes, commercial disputes, competition and other matters, and the Company may become subject to additional types of lawsuits, claims, arbitration proceedings, administrative actions, government investigations and legal and regulatory proceedings in the future.

Nanostring

On May 6, 2021, the Company filed suit against Nanostring Technologies, Inc. ("Nanostring") in the U.S. District Court for the District of Delaware alleging that Nanostring's GeoMx Digital Spatial Profiler and associated instruments and reagents infringe U.S. Patent Nos. 10,472,669, 10,662,467, 10,961,566, 10,983,113 and 10,996,219 (the "GeoMx Action"). On May 19, 2021, the Company filed an amended complaint additionally alleging that the GeoMx products infringe U.S. Patent Nos. 11,001,878 and 11,008,607. On May 4, 2022, the Company filed an amended complaint in the GeoMx Action additionally alleging that the GeoMx products infringe U.S. Patent No. 11,293,917 and withdrawing the Company's claim of infringement of U.S. Patent No. 10,662,467. Nanostring filed its answer to the GeoMx Action on May 18, 2022. Discovery is in progress. A Markman hearing is scheduled for November 2022 and trial is scheduled for August 2023.

On February 28, 2022, the Company filed a second suit against Nanostring in the U.S. District Court for the District of Delaware alleging that Nanostring's CosMx Spatial Molecular Imager and associated instruments, reagents and services infringe U.S. Patent Nos. 10,227,639 and 11,021,737 (the "CosMx Action"). On May 12, 2022, the Company filed an amended complaint in the CosMx Action additionally alleging that the CosMx products infringe U.S. Patent Nos. 11,293,051, 11,293,052 and 11,293,054. Nanostring filed its answer to the CosMx Action on May 26, 2022. Discovery is in progress. A Markman hearing is scheduled for May 2023 and trial is scheduled for June 2024.

On August 16, 2022, Nanostring filed a counterclaim in the CosMx Action alleging that the Company's Visium products infringe U.S. Patent No. 11,377,689. The Company filed its answer to Nanostring's counterclaim in the CosMx Action on August 30, 2022. Discovery and trial are consolidated with the Company's claims against Nanostring in the CosMx Action. The Company believes Nanostring's counterclaim in the CosMx Action is meritless and intends to vigorously defend itself.

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Notes to Unaudited Condensed Consolidated Financial Statements

On October 20, 2022, Nanostring filed a separate suit against the Company in the U.S. District Court for the District of Delaware alleging that the Company's Visium products also infringe U.S. Patent No. 11,473,142, a continuation of U.S. Patent No. 11,377,689 (the "Nanostring Action"). The Company has not yet responded. Discovery has not yet commenced and no case schedule has been set. The Company believes Nanostring's claim in the Nanostring Action is meritless and intends to vigorously defend itself.

On March 9, 2022, the Company filed suit in the Munich Regional Court in Germany alleging that Nanostring's CosMx Spatial Molecular Imager and associated instruments, reagents and services infringe EP Patent No. 2794928B1 (the "Germany CosMx Action"). Nanostring filed its statement of defense to the Germany CosMx Action on August 26, 2022. A hearing on infringement is scheduled for March 2023 and a decision is expected around May 2023. On July 29, 2022, Nanostring filed a nullity action with the German Federal Patent Court challenging the validity of EP Patent No. 2794928B1. A preliminary decision in the nullity action is expected by February 2023.

Vizgen

In May 2022, the Company filed suit against Vizgen, Inc. ("Vizgen") in the U.S. District Court for the District of Delaware alleging that Vizgen's MERSCOPE Platform and workflow and Vizgen's Lab Services program, including associated instruments and reagents, infringe U.S. Patent Nos. 11,021,737, 11,293,051, 11,293,052, 11,293,054 and 11,299,767. On July 25, 2022, Vizgen filed a motion to dismiss the Company's claims for willful and indirect infringement, which the Court denied on September 19, 2022. Discovery is in progress. A Markman hearing is scheduled for July 2023 and trial is scheduled for July 2024.

On August 30, 2022, Vizgen filed its answer and counterclaims alleging that the Company's forthcoming Xenium product infringes U.S. Patent No. 11,098,303. Vizgen also filed counterclaims alleging that the Company tortiously interfered with Vizgen's contractual and business relationship with Harvard and that the Company engaged in unfair practices under Massachusetts state law. The Company has not yet responded. The Company believes these claims are meritless and intends to vigorously defend itself.

Parse

On August 24, 2022, the Company filed suit against Parse Biosciences, Inc. ("Parse") in the U.S. District Court for the District of Delaware alleging that Parse's Evercode Whole Transcriptomics and ATAC-seq products infringe U.S. Patent Nos. 10,155,981, 10,697,013, 10,240,197, 10,150,995, 10,619,207, and 10,738,357. On October 17, 2022, Parse filed a motion to dismiss alleging that the asserted claims are directed to patent ineligible subject matter. The Company has not yet filed its response. Discovery has not yet commenced and no case schedule has been set.

6. Capital Stock

As of September 30, 2022, the number of shares of Class A common stock and Class B common stock issued and outstanding were 95,561,247 and 18,867,255, respectively.

The following table represents the number of shares of Class B common stock converted to shares of Class A common stock upon the election of the holders of such shares during the periods:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Class B common stocks converted to Class A common stock	—	—	779,210	2,400,000

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Notes to Unaudited Condensed Consolidated Financial Statements

7. Equity Incentive Plans

Stock-based Compensation

The Company recorded stock-based compensation expense in the condensed consolidated statement of operations for the periods presented as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Cost of revenue	\$ 1,281	\$ 878	\$ 3,748	\$ 2,183
Research and development	14,476	11,226	41,346	30,162
Selling, general and administrative	17,757	13,846	50,780	36,713
Total stock-based compensation expense	<u>\$ 33,514</u>	<u>\$ 25,950</u>	<u>\$ 95,874</u>	<u>\$ 69,058</u>

Restricted Stock Units

Restricted stock unit activity for the nine months ended September 30, 2022 is as follows:

	Restricted Stock Units	Weighted-Average Grant Date Fair Value (per share)
Outstanding as of December 31, 2021	1,298,244	\$ 141.48
Granted	5,462,866	45.21
Vested	(495,552)	114.08
Cancelled	(454,836)	105.49
Outstanding as of September 30, 2022	<u>5,810,722</u>	<u>\$ 56.13</u>

Stock Options

Stock option activity for the nine months ended September 30, 2022 is as follows:

	Stock Options	Weighted-Average Exercise Price
Outstanding as of December 31, 2021	8,212,754	\$ 29.28
Granted	1,803,411	54.01
Exercised	(1,326,102)	9.43
Cancelled	(339,147)	56.90
Outstanding as of September 30, 2022	<u>8,350,916</u>	<u>\$ 36.66</u>

Market-based Performance Stock Awards (PSAs)

In September 2022, the Company granted 709,025 PSAs including performance stock options and RSUs under the 2019 Plan to certain members of management, which are subject to the achievement of certain escalating stock price thresholds established by the Company's Board of Directors.

The PSAs each vest in equal installments upon the achievement of escalating stock price thresholds of \$60, \$80 and \$105, respectively, calculated based on 20 consecutive days of trading at each respective threshold. The escalating stock price thresholds can be met any time prior to the fourth anniversary of the date of grant. The vesting of the PSAs can also be triggered upon certain change in control events and achievement of certain change in control price thresholds, or in the event of death or disability.

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Notes to Unaudited Condensed Consolidated Financial Statements

As of September 30, 2022, none of the escalating stock price thresholds had been met resulting in no shares vesting or becoming exercisable. Stock-based compensation expense recognized for these market-based awards was approximately \$0.2 million for the three months ended September 30, 2022. The weighted-average grant date fair value of the PSAs was \$22.55.

2019 Employee Stock Purchase Plan

A total of 3,284,859 shares of Class A common stock were reserved for issuance under the 2019 Employee Stock Purchase Plan ("ESPP"). The price at which Class A common stock is purchased under the ESPP is equal to 85% of the fair market value of the common stock on the first day of the offering period or purchase date, whichever is lower.

During the nine months ended September 30, 2022 and 2021, 91,871 and 30,980 shares of Class A common stock, respectively, were issued under the ESPP. No shares of Class A common stock were issued under the ESPP during the three months ended September 30, 2022 or 2021. As of September 30, 2022, there were 2,965,685 shares available for issuance in connection under the ESPP.

8. Net Loss Per Share

The following outstanding shares of common stock equivalents were excluded from the computation of diluted net loss per share for the periods presented because including them would have had an anti-dilutive effect:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Stock options to purchase common stock	8,350,916	9,206,850	8,350,916	9,206,850
Restricted stock units	5,810,722	1,314,157	5,810,722	1,314,157
Shares committed under ESPP	74,835	29,178	74,835	29,178
Shares subject to repurchase	—	25,000	—	25,000
Contingent restricted shares	—	236,484	—	236,484
Total	14,236,473	10,811,669	14,236,473	10,811,669

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

You should read the following discussion of our financial condition and results of operations in conjunction with our unaudited condensed financial statements and the related notes and other financial information included elsewhere in this Quarterly Report and our audited consolidated financial statements and notes thereto and the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 filed with the SEC on February 18, 2022 (our “Annual Report”). As discussed in the section titled “Special Note Regarding Forward Looking Statements,” the following discussion and analysis, in addition to historical financial information, contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth in the section titled “Risk Factors” in this Quarterly Report and Part I, Item 1A of our Annual Report.

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

Overview

We are a life sciences technology company focused on building innovative products and solutions to interrogate, understand and master biological systems at resolution and scale that matches the complexity of biology. Our expanding suite of offerings leverages our cross-functional expertise across biology, chemistry, software and hardware to provide a comprehensive, dynamic and high-resolution view of complex biological systems. We have launched multiple products that enable researchers to understand and interrogate biological analytes in their full biological context. Our commercial product portfolio leverages our Chromium Controller, Chromium Connect and Chromium X Series, which we refer to as “Chromium instruments,” our Visium CytAssist, an instrument designed to simplify the Visium solution workflow by facilitating the transfer of analytes from standard glass slides to Visium slides, and our proprietary microfluidic chips, slides, reagents and other consumables for our Chromium and Visium solutions, which we refer to as “consumables.” We bundle our software with these products to guide customers through the workflow, from sample preparation through analysis and visualization.

Our products cover a wide variety of applications and allow researchers to analyze biological systems at fundamental resolutions and on massive scales, such as at the single cell level for millions of cells. Customers purchase instruments and consumables from us for use in their experiments. In addition to instrument and consumable sales, we derive revenue from post-warranty service contracts for our instruments.

Since our inception in 2012, we have incurred net losses in each year. Our net losses were \$41.9 million and \$148.8 million for the three and nine months ended September 30, 2022 and \$17.2 million and \$39.8 million for the three and nine months ended September 30, 2021, respectively. As of September 30, 2022, we had an accumulated deficit of \$1.0 billion, and, cash, cash equivalents and marketable securities totaling \$452.4 million. We expect to continue to incur significant expenses for the foreseeable future and to incur operating losses in the near term. We expect our expenses will increase substantially in connection with our ongoing activities, as we:

- attract, hire and retain qualified personnel;
- scale our technology platforms and introduce new products and services;
- protect and defend our intellectual property;
- acquire businesses or technologies; and
- invest in processes, tools and infrastructure to support the growth of our business.

Operational Effectiveness in the COVID-19 Environment

We continue to closely monitor developments surrounding the COVID-19 pandemic including, among other developments, the potential impacts of variants. Many of our customers continue to navigate COVID-19 related challenges that we believe have affected our customers’ productivity. Such challenges include COVID-19 related protocols and restrictions, difficulties hiring, training and retaining laboratory and other personnel, constraints on logistics, shipping and other distribution operations and impediments to procuring materials, equipment and components required for their experiments. For example, we believe COVID-19 related lockdowns in China have continued to negatively impact our revenues in the quarter ended September 30,

2022. We, our suppliers and our other partners also have encountered COVID-19 related challenges, including difficulties procuring equipment, materials and components necessary to develop, manufacture and distribute our products, but to date we have not experienced any material impacts as a result of such challenges.

There is considerable uncertainty about the duration of the ongoing impacts of COVID-19. We expect COVID-19 to continue to impact our operating results, however, the extent of the financial impact and duration cannot be reasonably estimated at this time. For further discussion of the risks relating to the impacts of the COVID-19 pandemic, see the section titled “Risk Factors,” generally, and “Risk Factors—The impacts and potential impacts of the COVID-19 pandemic continue to create significant uncertainty for our business, financial condition and results of operations,” specifically, under Part I, Item 1A of our Annual Report, which is incorporated by reference into this Quarterly Report.

Results of Operations

(in thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Revenue	\$ 131,072	\$ 125,297	\$ 360,177	\$ 346,960
Cost of revenue	30,377	24,518	83,559	46,493
Gross profit	100,695	100,779	276,618	300,467
Operating expenses:				
Research and development	67,290	54,582	202,053	149,867
Selling, general and administrative	73,401	62,076	219,413	187,683
Accrued contingent liabilities	—	—	—	(660)
Total operating expenses	140,691	116,658	421,466	336,890
Loss from operations	(39,996)	(15,879)	(144,848)	(36,423)
Other income (expense):				
Interest income	2,025	49	3,832	157
Interest expense	(114)	(219)	(351)	(649)
Other expense, net	(1,950)	(599)	(4,193)	(807)
Total other expense	(39)	(769)	(712)	(1,299)
Loss before provision for income taxes	(40,035)	(16,648)	(145,560)	(37,722)
Provision for income taxes	1,879	523	3,225	2,052
Net loss	\$ (41,914)	\$ (17,171)	\$ (148,785)	\$ (39,774)

Comparison of the Three and Nine Months Ended September 30, 2022 and 2021

Revenue

(dollars in thousands)	Three Months Ended September 30,		Change		Nine Months Ended September 30,		Change	
	2022	2021	\$	%	2022	2021	\$	%
	Instruments	\$ 20,899	\$ 17,121	\$ 3,778	22 %	\$ 50,064	\$ 45,123	\$ 4,941
Consumables	108,107	106,117	1,990	2	303,991	296,342	7,649	3
Services	2,066	2,059	7	—	6,122	5,495	627	11
Total revenue	\$ 131,072	\$ 125,297	\$ 5,775	5 %	\$ 360,177	\$ 346,960	\$ 13,217	4 %

Revenue increased \$5.8 million, or 5%, to \$131.1 million for the three months ended September 30, 2022 as compared to the three months ended September 30, 2021. Instruments revenue increased \$3.8 million, or 22%, to \$20.9 million for the three months ended September 30, 2022 as compared to the three months ended September 30, 2021, primarily due to higher volume of instruments sold. Consumables revenue increased \$2.0 million, or 2%, to \$108.1 million for the three months ended September 30, 2022 as compared to the three months ended September 30, 2021, primarily driven by growth due to the addition of new customers, partially offset by unfavorable currency fluctuations.

Revenue increased \$13.2 million, or 4%, to \$360.2 million for the nine months ended September 30, 2022 as compared to the nine months ended September 30, 2021. Instruments revenue increased \$4.9 million, or 11%, to \$50.1 million for the nine months ended September 30, 2022 as compared to the nine months ended September 30, 2021 primarily due to higher volume of instruments sold. Consumables revenue increased \$7.6 million, or 3%, to \$304.0 million for the nine months ended September 30, 2022 as compared to the nine months ended September 30, 2021 primarily driven by growth due to increased usage by existing customers and the addition of new customers, largely offset by decreased demand due to limited laboratory productivity arising from the continued impact of the global COVID-19 pandemic, including lockdowns in China, delayed purchases by customers impacted by a previously disclosed process breakdown in our logistics cold-chain, execution challenges and unfavorable currency fluctuations.

Cost of revenue, gross profit and gross margin

(dollars in thousands)	Three Months Ended September 30,		Change		Nine Months Ended September 30,		Change	
	2022	2021	\$	%	2022	2021	\$	%
	Cost of revenue	\$ 30,377	\$ 24,518	\$ 5,859	24 %	\$ 83,559	\$ 46,493	\$ 37,066
Gross profit	\$ 100,695	\$ 100,779	\$ (84)	— %	\$ 276,618	\$ 300,467	\$ (23,849)	(8)%
Gross margin	77 %	80 %			77 %	87 %		

Cost of revenue increased \$5.9 million, or 24%, to \$30.4 million for the three months ended September 30, 2022 as compared to the three months ended September 30, 2021. The increase was primarily driven by higher manufacturing costs of \$4.2 million due to increased sales and higher costs of newly introduced products, \$0.9 million of higher warranty costs and \$0.9 million of loss on a purchase commitment.

Cost of revenue increased \$37.1 million, or 80%, to \$83.6 million for the nine months ended September 30, 2022 as compared to the nine months ended September 30, 2021. The increase was primarily driven by a one-time reversal of \$14.7 million of accrued royalties resulting from the Settlement and Patent Cross License Agreement (the "Bio-Rad Agreement") with Bio-Rad Laboratories during the nine months ended September 30, 2021, \$15.4 million from higher manufacturing costs due to increased sales and higher costs of newly introduced products, \$3.3 million of higher royalty expenses, \$2.4 million of higher inventory scrap and excess and obsolete inventory charges, and \$1.7 million of higher warranty costs.

We expect our gross margin will trend lower due in part to change in product mix with newly introduced products and the impacts of inflation and increased supply chain costs.

Operating expenses

(dollars in thousands)	Three Months Ended September 30,		Change		Nine Months Ended September 30,		Change	
	2022	2021	\$	%	2022	2021	\$	%
	Research and development	\$ 67,290	\$ 54,582	\$ 12,708	23 %	\$ 202,053	\$ 149,867	\$ 52,186
Selling, general and administrative	73,401	62,076	11,325	18	219,413	187,683	31,730	17
Accrued contingent liabilities	—	—	—	N/A	—	(660)	660	(100)
Total operating expenses	\$ 140,691	\$ 116,658	\$ 24,033	21 %	\$ 421,466	\$ 336,890	\$ 84,576	25 %

Research and development expenses increased \$12.7 million, or 23%, to \$67.3 million for the three months ended September 30, 2022, as compared to the three months ended September 30, 2021. The increase was primarily driven by an increase in personnel expenses of \$8.2 million, including \$3.3 million in stock-based compensation expense and \$1.4 million in restructuring expense, \$2.1 million of higher costs for facilities and information technology to support operational expansion, and higher costs of laboratory materials and supplies of \$2.1 million used to support our research and development efforts.

Research and development expenses increased \$52.2 million, or 35%, to \$202.1 million for the nine months ended September 30, 2022, as compared to the nine months ended September 30, 2021. The increase was primarily driven by an increase in personnel expenses of \$30.6 million, including \$11.2 million in stock-based compensation expense and \$1.4 million in restructuring expense, higher costs of laboratory materials and supplies of \$10.1 million used to support our research and

development efforts, \$8.9 million of higher costs for facilities and information technology to support operational expansion, higher consulting and professional services of \$1.4 million for product development, and \$0.9 million of higher depreciation.

Selling, general and administrative expenses increased \$11.3 million, or 18%, to \$73.4 million for the three months ended September 30, 2022, as compared to the three months ended September 30, 2021. The increase was primarily driven by increased personnel expenses of \$11.3 million, including \$3.9 million in stock-based compensation expense and \$2.5 million in restructuring expense, \$1.7 million of higher outside legal expenses, and \$1.0 million of higher costs for facilities and information technology to support operational expansion, partially offset by decreased marketing expenses related to conferences and seminars of \$2.4 million.

Selling, general and administrative expenses increased \$31.7 million, or 17%, to \$219.4 million for the nine months ended September 30, 2022, as compared to the nine months ended September 30, 2021. The increase was primarily driven by increased personnel expenses of \$41.0 million, including \$14.1 million in stock-based compensation expense and \$2.5 million in restructuring expense, \$3.0 million of higher costs for facilities and information technology to support operational expansion, partially offset by decreased outside legal expenses of \$11.0 million and \$3.0 million of consulting and professional services.

We expect our operating expenditures to continue to increase in the fourth quarter of 2022 and beyond as we increase our investment to support new and existing research and development projects and incentivize and retain key talent, which we expect to result in increased stock-based compensation expense in future periods.

Other expense, net

<i>(dollars in thousands)</i>	Three Months Ended September 30,		Change		Nine Months Ended September 30,		Change	
	2022	2021	\$	%	2022	2021	\$	%
Interest income	\$ 2,025	\$ 49	\$ 1,976	4,033 %	\$ 3,832	\$ 157	\$ 3,675	2,341 %
Interest expense	(114)	(219)	105	(48)	(351)	(649)	298	(46)
Other expense, net	(1,950)	(599)	(1,351)	226	(4,193)	(807)	(3,386)	420
Total other expense	\$ (39)	\$ (769)	\$ 730	(95)%	\$ (712)	\$ (1,299)	\$ 587	(45)%

Interest income increased by \$2.0 million for the three months ended September 30, 2022 as compared to the three months ended September 30, 2021. Interest income increased by \$3.7 million for the nine months ended September 30, 2022 as compared to the nine months ended September 30, 2021. The increases for the three and nine ended September 30, 2022 as compared to the corresponding prior year periods were primarily due to interest income generated from our cash equivalents and marketable securities during the three and nine months ended September 30, 2022 and an increase in interest rates.

Interest expense decreased by \$0.1 million, or 48% for the three months ended September 30, 2022 as compared to the three months ended September 30, 2021. Interest expense decreased by \$0.3 million, or 46% for the nine months ended September 30, 2022 as compared to the nine months ended September 30, 2021. The decreases for the three and nine months ended September 30, 2022 were driven primarily by lower interest expense recognized on accrued license fees.

The change in other expense, net for the three and nine months ended September 30, 2022 as compared to the three and nine months ended September 30, 2021 was driven by realized and unrealized losses from foreign currency rate measurement fluctuations.

Provision for Income Taxes

The Company's provision for income taxes was \$1.9 million and \$3.2 million, respectively, for the three and nine months ended September 30, 2022 and \$0.5 million and \$2.1 million, respectively, for the three and nine months ended September 30, 2021. The provision for income taxes consists primarily of foreign taxes. Deferred tax assets related to our domestic operations are fully offset by a valuation allowance.

Liquidity and Capital Resources

As of September 30, 2022, we had \$234.0 million in cash and cash equivalents which were primarily held in U.S. bank deposit accounts and money market funds and \$218.4 million in marketable securities. Short-term restricted cash of \$0.5 million and long-term restricted cash of \$7.1 million primarily serves as collateral for outstanding letters of credit for facilities. We have generated negative cumulative cash flows from operations since inception through the nine months ended September 30, 2022, and we have generated losses from operations since inception as reflected in our accumulated deficit of \$1.0 billion.

We currently anticipate making aggregate capital expenditures of between approximately \$80 million and \$90 million during the next 12 months, approximately two thirds of which we expect to incur for construction costs of the facilities on our property in Pleasanton, California, as well as other global facilities and equipment to be used for manufacturing and research and development.

Our future capital requirements will depend on many factors including our revenue growth rate, research and development efforts, investments in or acquisitions of complementary or enhancing technologies or businesses, the impacts of the COVID-19 pandemic, the timing and extent of additional capital expenditures to invest in existing and new facilities, the expansion of sales and marketing and international activities and the introduction of new products. We take a long-term view in growing and scaling our business and we regularly review acquisition and investment opportunities, and we may in the future enter into arrangements to acquire or invest in businesses, real estate, services and technologies, including intellectual property rights, and any such acquisitions or investments could significantly increase our capital needs. We regularly review opportunities that meet our long-term growth objectives.

While we expect to continue to incur operating losses for the foreseeable future due to the investments we intend to make, we believe that our existing cash and cash equivalents and cash generated from sales of our products will be sufficient to meet our anticipated cash needs for at least the next 12 months. However, our liquidity assumptions may prove to be incorrect, and we could exhaust our available financial resources sooner than we currently expect. We intend to continue to evaluate market conditions and may in the future pursue additional sources of funding, such as mortgage or other financing, to further enhance our financial position and to execute our business strategy. In addition, should prevailing economic, financial, business or other factors adversely affect our ability to meet our operating cash requirements, we could be required to obtain funding through traditional or alternative sources of financing. We cannot be certain that additional funds would be available to us on favorable terms when required, or at all.

Sources of liquidity

Since our inception, we have financed our operations and capital expenditures primarily through sales of convertible preferred stock and common stock, revenue from sales of our products and the incurrence of indebtedness. In September 2019, we completed our initial public offering for aggregate proceeds of \$410.8 million, net of offering costs, underwriter discounts and commissions. In September 2020, we completed a public offering of our Class A common stock for aggregate proceeds of \$482.3 million, after deducting offering costs, underwriting discounts and commissions.

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

(in thousands)	Nine Months Ended September 30,	
	2022	2021
Net cash (used in) provided by:		
Operating activities	\$ (47,329)	\$ (27,178)
Investing activities	(317,715)	(79,111)
Financing activities	10,816	26,394
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(295)	316
Net decrease in cash, cash equivalents, and restricted cash	\$ (354,523)	\$ (79,579)

Operating activities

The net cash used in operating activities of \$47.3 million for the nine months ended September 30, 2022 was primarily due to a net loss of \$148.8 million, net cash outflow from changes in operating assets and liabilities of \$20.1 million, partially offset by stock-based compensation expense of \$95.9 million, depreciation and amortization of \$18.8 million, amortization of leased

right-of-use assets of \$5.7 million, amortization of premium and accretion of discount on marketable securities, net of \$0.7 million, and loss on disposal of property and equipment of \$0.5 million. The net cash outflow from operating assets and liabilities was primarily due to an increase in inventory of \$19.8 million due to ramp-up of inventory for anticipated demand and supply chain management, a decrease of \$4.6 million due to payment of operating lease liabilities, a decrease in accrued compensation and other related benefits of \$3.2 million due to the prior year annual bonus payments, a decrease in other noncurrent liabilities of \$3.0 million, and an increase in prepaid expenses and other current assets of \$2.5 million. The net cash outflow from operating assets and liabilities was partially offset by an increase in accounts payable of \$6.1 million due to timing of vendor payments, an increase in accrued expenses and other current liabilities of \$2.9 million, an increase in deferred revenue of \$1.8 million, and a decrease in accounts receivable of \$1.7 million due to timing of collections.

The net cash used in operating activities of \$27.2 million for the nine months ended September 30, 2021 was due primarily to a net loss of \$39.8 million, net cash outflow from changes in operating assets and liabilities of \$77.5 million, partially offset by adjustments for stock-based compensation expense of \$69.1 million, depreciation and amortization of \$15.3 million and amortization of leased right-of-use assets of \$5.6 million. The net cash outflow from operating assets and liabilities was primarily due to a decrease in accrued contingent liabilities of \$44.2 million, of which \$29.4 million was paid as cash settlement arising from the Bio-Rad Agreement, an increase in accounts receivable of \$27.2 million due to increase in sales and timing of collections, an increase in inventory of \$21.3 million due to the timing of inventory purchases including advance purchases of inventory due to anticipated demand, a decrease in accrued expenses and other current liabilities of \$2.5 million due to the timing of payments including license fees, a decrease in other noncurrent liabilities of \$4.1 million, an increase in prepaid expenses and other current assets of \$1.2 million and a decrease of \$2.5 million due to payment of operating lease liabilities. The net cash outflow from operating assets and liabilities was partially offset by an increase in accounts payable of \$12.2 million due to timing of vendor payments and an increase in accrued compensation and other related benefits of \$11.9 million.

Investing activities

The net cash used in investing activities of \$317.7 million in the nine months ended September 30, 2022 was due to purchases of marketable securities of \$282.9 million and property and equipment of \$91.9 million, and payment of acquisition-related holdback cash of \$1.5 million, partially offset by proceeds from sales and maturities of marketable securities of \$41.4 million and \$17.2 million, respectively.

The net cash used in investing activities of \$79.1 million in the nine months ended September 30, 2021 was due to purchases of property and equipment of \$73.7 million including the purchase of land for \$28.1 million, and cash paid for the acquisition of Tetramer Shop ApS of \$5.5 million.

Financing activities

The net cash provided by financing activities of \$10.8 million in the nine months ended September 30, 2022 was primarily from proceeds of \$16.2 million from the issuance of common stock from the exercise of stock options and employee stock purchase plan purchases partially offset by payments on financing arrangements of \$5.4 million.

The net cash provided by financing activities of \$26.4 million in the nine months ended September 30, 2021 was primarily from proceeds of \$31.4 million from the issuance of common stock from the exercise of stock options and employee stock purchase plan purchases partially offset by payments on financing arrangements of \$5.0 million.

Critical Accounting Estimates

Our condensed consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles (“GAAP”) for interim financial information and the applicable rules and regulations of the SEC. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenues and expenses incurred during the reporting periods. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

There have been no significant changes in our critical accounting policies and estimates during the three and nine months ended September 30, 2022 as compared to the critical accounting policies and estimates disclosed in the section titled

“Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our most recent Annual Report on Form 10-K filed with the SEC on February 18, 2022, except as set forth below.

Stock-Based Compensation

In the three months ended September 30, 2022, we started to issue market-based performance stock awards (“PSAs”) comprising of performance stock options and performance restricted stock units. The PSAs each vest in equal installments upon the achievement of escalating stock price thresholds of \$60, \$80 and \$105, respectively, calculated based on 20 consecutive days of trading at each respective threshold. The escalating stock price thresholds can be met any time prior to the fourth anniversary of the date of grant. We estimated the value of the PSA awards granted in the three months ended September 30, 2022 to be approximately \$16.0 million using a Monte Carlo simulation model, using assumptions including volatility, risk-free interest rate, cost of equity and dividends. We will recognize the compensation expense over the derived service period using the accelerated attribution method commencing on the grant date. The derived service period is the median duration of the successful stock price paths to meet the escalating stock price thresholds as simulated in the Monte Carlo valuation model. If the related market condition is achieved earlier than its estimated derived service period, the stock-based compensation expense will be accelerated, and a cumulative catch-up expense will be recorded during the period in which the market condition is met.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

For financial market risks related to changes in interest rates and foreign currency exchange rates, reference is made to Item 7A “Quantitative and Qualitative Disclosures about Market Risk” contained in Part II of our Annual Report. Our exposure to market risk has not changed materially since December 31, 2021 except as shown below.

Interest Rate Risk

During the three and nine months ended September 30, 2022, we invested in debt securities which were designated as available-for-sale. Our marketable securities as of September 30, 2022 was \$218.4 million.

Our exposure to market risk for changes in interest rates relates primarily to our investment portfolio comprising of marketable securities. We invest in a number of securities including corporate bonds, U.S. agency notes, asset-backed securities, commercial paper, U.S. treasuries and money market funds. We attempt to ensure the safety and preservation of our invested principal funds by limiting default risk, market risk and reinvestment risk. We mitigate default risk by investing in high grade investment securities. The fair market value of our fixed rate securities may be adversely impacted by increases in interest rates while income earned may decline as a result of decreases in interest rates. A hypothetical 100 basis-point (one percentage point) increase or decrease in interest rates compared to rates at September 30, 2022 would have affected the fair value of our investment portfolio by approximately \$1.9 million.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rule 13a-15(e) and 15d-15(e) under the Exchange Act as of the end of the period covered by this Quarterly Report. Our disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to our management, including the Chief Executive Officer and the Chief Financial Officer, to allow timely decisions regarding required disclosures. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objective and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective at a reasonable assurance level as of September 30, 2022.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) under the Exchange Act) during the quarter ended September 30, 2022 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

10x Genomics, Inc.
PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

We are regularly subject to lawsuits, claims, arbitration proceedings, administrative actions and other legal and regulatory proceedings involving intellectual property disputes, commercial disputes, competition and other matters, and we may become subject to additional types of lawsuits, claims, arbitration proceedings, administrative actions, government investigations and legal and regulatory proceedings in the future and as our business grows, including proceedings related to product liability or our acquisitions, securities issuances or our business practices, including public disclosures about our business. Our success depends in part on our non-infringement of the patents or proprietary rights of third parties. In the past, third parties have asserted and may in the future assert that we are employing their proprietary technology without authorization. We have been involved in multiple patent litigation matters and other proceedings in the past and we expect that given the litigious history of our industry and the high profile of operating as a public company, third parties may claim that our products infringe their intellectual property rights. We have also initiated litigation to defend our technology including technology developed through our significant investments in research and development. It is our general policy not to out-license our patents but to protect our sole right to own and practice them. There are inherent uncertainties in these legal matters, some of which are beyond management's control, making the ultimate outcomes difficult to predict.

Nanostring

On May 6, 2021, we filed suit against Nanostring Technologies, Inc. ("Nanostring") in the U.S. District Court for the District of Delaware alleging that Nanostring's GeoMx Digital Spatial Profiler and associated instruments and reagents infringe U.S. Patent Nos. 10,472,669, 10,662,467, 10,961,566, 10,983,113 and 10,996,219 (the "GeoMx Action"). On May 19, 2021, we filed an amended complaint additionally alleging that the GeoMx products infringe U.S. Patent Nos. 11,001,878 and 11,008,607. On May 4, 2022, we filed an amended complaint in the GeoMx Action additionally alleging that the GeoMx products infringe U.S. Patent No. 11,293,917 and withdrawing our claim of infringement of U.S. Patent No. 10,662,467. Nanostring filed its answer to the GeoMx Action on May 18, 2022. Discovery is in progress. A Markman hearing is scheduled for November 2022 and trial is scheduled for August 2023.

On February 28, 2022, we filed a second suit against Nanostring in the U.S. District Court for the District of Delaware alleging that Nanostring's CosMx Spatial Molecular Imager and associated instruments, reagents and services infringe U.S. Patent Nos. 10,227,639 and 11,021,737 (the "CosMx Action"). On May 12, 2022, we filed an amended complaint in the CosMx Action additionally alleging that the CosMx products infringe U.S. Patent Nos. 11,293,051, 11,293,052 and 11,293,054. Nanostring filed its answer to the CosMx Action on May 26, 2022. Discovery is in progress. A Markman hearing is scheduled for May 2023 and trial is scheduled for June 2024.

On August 16, 2022, Nanostring filed a counterclaim in the CosMx Action alleging that our Visium products infringe U.S. Patent No. 11,377,689. We filed our answer to Nanostring's counterclaim in the CosMx Action on August 30, 2022. Discovery and trial are consolidated with our claims against Nanostring in the CosMx Action. We believe Nanostring's counterclaim in the CosMx Action is meritless and we intend to vigorously defend ourselves.

On October 20, 2022, Nanostring filed a separate suit against us in the U.S. District Court for the District of Delaware alleging that our Visium products also infringe U.S. Patent No. 11,473,142, a continuation of U.S. Patent No. 11,377,689 (the "Nanostring Action"). We have not yet responded. Discovery has not yet commenced and no case schedule has been set. We believe Nanostring's claim in the Nanostring Action is meritless and we intend to vigorously defend ourselves.

On March 9, 2022, we filed suit in the Munich Regional Court in Germany alleging that Nanostring's CosMx Spatial Molecular Imager and associated instruments, reagents and services infringe EP Patent No. 2794928B1 (the "Germany CosMx Action"). Nanostring filed its statement of defense to the Germany CosMx Action on August 26, 2022. A hearing on infringement is scheduled for March 2023 and a decision is expected around May 2023. On July 29, 2022, Nanostring filed a nullity action with the German Federal Patent Court challenging the validity of EP Patent No. 2794928B1. A preliminary decision in the nullity action is expected by February 2023.

Vizgen

In May 2022, we filed suit against Vizgen, Inc. ("Vizgen") in the U.S. District Court for the District of Delaware alleging that Vizgen's MERSCOPE Platform and workflow and Vizgen's Lab Services program, including associated instruments and

reagents, infringe U.S. Patent Nos. 11,021,737, 11,293,051, 11,293,052, 11,293,054 and 11,299,767. On July 25, 2022, Vizgen filed a motion to dismiss our claims for willful and indirect infringement, which the Court denied on September 19, 2022. Discovery is in progress. A Markman hearing is scheduled for July 2023 and trial is scheduled for July 2024.

On August 30, 2022, Vizgen filed its answer and counterclaims alleging that our forthcoming Xenium product infringes U.S. Patent No. 11,098,303. Vizgen also filed counterclaims alleging that we tortiously interfered with Vizgen's contractual and business relationship with Harvard and that we engaged in unfair practices under Massachusetts state law. We have not yet responded. We believe these claims are meritless and intend to vigorously defend ourselves.

Parse

On August 24, 2022, we filed suit against Parse Biosciences, Inc. ("Parse") in the U.S. District Court for the District of Delaware alleging that Parse's Evercode Whole Transcriptomics and ATAC-seq products infringe U.S. Patent Nos. 10,155,981, 10,697,013, 10,240,197, 10,150,995, 10,619,207, and 10,738,357. On October 17, 2022, Parse filed a motion to dismiss alleging that the asserted claims are directed to patent ineligible subject matter. We have not yet filed our response. Discovery has not yet commenced and no case schedule has been set.

For further discussion of the risks relating to intellectual property and our pending litigation, see the section titled "*Risk Factors—Risks related to litigation and our intellectual property*" under Part I, Item 1A of our Annual Report, which is incorporated by reference into this Quarterly Report.

Item 1A. Risk Factors.

There have been no material changes to our risk factors that we believe are material to our business, results of operations and financial condition from the risk factors previously disclosed in our Annual Report, and any documents incorporated by reference therein, which is accessible on the SEC's website at www.sec.gov.

Item 5. Other Information

On October 28, 2022, the Company adopted Amended and Restated Bylaws (the "Bylaws"), effective as of that date. Amendments contained in the Bylaws include the addition of language to address the adoption by the Securities and Exchange Commission of universal proxy rules requiring any stockholder submitting notice of nomination to use a proxy card color other than white and updates to provisions relating to adjournment procedures and lists of stockholders entitled to vote at stockholder meetings, each to align with recent amendments to the Delaware General Corporation Law, as amended, or to address certain administrative and other nonmaterial matters. The foregoing summary and description of the provisions of the Bylaws does not purport to be complete and is qualified in its entirety by reference to the full text of the Bylaws, a copy of which is filed as Exhibit 3.2 with this Quarterly Report on Form 10-Q and is incorporated herein by reference.

Item 6. Exhibits.

Exhibit Number	Exhibit Title	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
3.1	Amended and Restated Certificate of Incorporation of the Registrant.	8-K	001-39035	3.1	9/16/2019
3.2	Amended and Restated Bylaws of the Registrant.				
4.1	Form of Stock Certificate for Class A common stock of the Registrant.	S-1	333-233361	4.2	8/19/2019
10.1+	2019 Omnibus Incentive Plan Stock Option Award Notice and Agreement.				
10.2+	2019 Omnibus Incentive Plan Restricted Stock Unit Award Notice and Agreement.				
31.1	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2	Certification of Principal Financial and Accounting Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1*	Certification of Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
32.2*	Certification of Principal Financial and Accounting Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS	Inline XBRL Instance Document.				
101.SCH	Inline XBRL Taxonomy Extension Schema Document.				
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.				
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.				
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.				
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.				
104	Cover Page Interactive Data File (the Cover Page Interactive Data File does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document).				

+ Management contract or compensatory plan or arrangement.

* This certification is deemed not filed for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

Signatures

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

Date: November 2, 2022

10x Genomics, Inc.

By: /s/ Serge Saxonov

Serge Saxonov
Chief Executive Officer and Director
(Principal Executive Officer)

Date: November 2, 2022

By: /s/ Justin J. McAnear

Justin J. McAnear
Chief Financial Officer
(Principal Financial and Accounting Officer)

AMENDED AND RESTATED
BYLAWS
OF 10X GENOMICS, INC.
(Effective October 28, 2022)

ARTICLE I

Offices

SECTION 1.01 Registered Office. The registered office and registered agent of 10x Genomics, Inc. (the "Corporation") shall be as set forth in the Restated Certificate of Incorporation (as defined below). The Corporation may also have offices in such other places in the United States or elsewhere (and may change the Corporation's registered agent) as the board of directors of the Corporation (the "Board of Directors") may, from time to time, determine or as the business of the Corporation may require as determined by any officer of the Corporation.

ARTICLE II

Meetings of Stockholders

SECTION 2.01 Annual Meetings. Annual meetings of stockholders may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors shall determine and state in the notice of meeting. The Board of Directors may, in its sole discretion, determine that annual meetings of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.11 of these Bylaws in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL"). The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

SECTION 2.02 Special Meetings. Special meetings of the stockholders may only be called by a majority of our Board of Directors, the Chairman of the Board of Directors (the "Chairman") or the Chief Executive Officer of the Corporation (the "Chief Executive Officer") and may be held at such place, if any, either within or without the State of Delaware and at such time and date as the Board of Directors, Chairman or the Chief Executive Officer shall determine and state in the notice of such meeting. The Board of Directors may, in its sole discretion, determine that special meetings of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.11 of these Bylaws in accordance with Section 211(a)(2) of the DGCL. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors and the Chairman of the Board of Directors or the Chief Executive Officer, respectively, may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Chairman of the Board of Directors or Chief Executive Officer, respectively.

SECTION 2.03 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 2.04 of Article II of these Bylaws, (b) by or at the direction of the Board of Directors or any authorized committee thereof or (c) by any stockholder of the Corporation who is

entitled to vote at the meeting, who complied with the notice procedures set forth in paragraphs (A)(2) and (A)(3) of this Section 2.03 and who was a stockholder of record at the time such notice is delivered to the secretary of the Corporation (the "Secretary").

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (c) of paragraph (A)(1) of this Section 2.03, the stockholder must have given timely notice thereof in writing to the Secretary, and, in the case of business other than nominations of persons for election to the Board of Directors, such other business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day and not earlier than the close of business on the one hundred and twentieth (120th) day prior to the first anniversary of the preceding year's annual meeting (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock (as defined in the Corporation's certificate of incorporation as then in effect (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Restated Certificate of Incorporation")) are first publicly traded, be deemed to have occurred on June 1, 2019); *provided, however*, that in the event that the date of the annual meeting is advanced by more than thirty (30) days, or delayed by more than seventy (70) days, from the anniversary date of the previous year's meeting, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred and twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting and the close of business on the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. Public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice. Notwithstanding anything in this Section 2.03(A)(2) to the contrary, if the number of directors to be elected to the Board of Directors at an annual meeting is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least one hundred (100) calendar days prior to the first anniversary of the prior year's annual meeting of stockholders, then a stockholder's notice required by this Section shall be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the Secretary not later than the close of business on the tenth (10th) calendar day following the day on which such public announcement is first made by the Corporation.

(3) A stockholder's notice delivered pursuant to this Section 2.03 shall set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Section 14(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, including such person's written consent to being named in the Corporation's proxy statement as a nominee of the stockholder and to serving as a director if elected; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books and records, and of such beneficial owner, (ii) the class or series and number of shares of capital stock of the Corporation that are owned, directly or indirectly, beneficially and of record by such stockholder and such beneficial owner, (iii) a representation that the stockholder is a holder of record of the stock of the Corporation at the time of the giving of the notice, will be entitled to vote at such meeting and will appear in person or by proxy at the meeting to propose such business or nomination, (iv) a representation whether the stockholder or the beneficial owner, if any, will be or is part of a group that will (x) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (y) otherwise solicit proxies or votes from stockholders in support of such

proposal or nomination, (v) a certification regarding whether such stockholder and beneficial owner, if any, have complied with all applicable federal, state and other legal requirements in connection with the stockholder's and/or beneficial owner's acquisition of shares of capital stock or other securities of the Corporation and/or the stockholder's and/or beneficial owner's acts or omissions as a stockholder of the Corporation and (vi) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder; (d) a description of any agreement, arrangement or understanding with respect to the nomination or proposal and/or the voting of shares of any class or series of stock of the Corporation between or among the stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination or proposal is made, any of their respective affiliates or associates and/or any others acting in concert with any of the foregoing (collectively, "proponent persons"); and (e) a description of any agreement, arrangement or understanding (including, without limitation, any contract to purchase or sell, the acquisition or grant of any option, right or warrant to purchase or sell, swap or other instrument) to which any proponent person is a party, the intent or effect of which may be (i) to transfer to or from any proponent person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (ii) to increase or decrease the voting power of any proponent person with respect to shares of any class or series of stock of the Corporation and/or (iii) to provide any proponent person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, any increase or decrease in the value of any security of the Corporation.

(4) A stockholder providing notice of a proposed nomination for election to the Board of Directors or other business proposed to be brought before a meeting (whether given pursuant to paragraph (A)(3) or paragraph (B) of this Section 2.03) shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct (x) as of the record date for determining the stockholders entitled to notice of the meeting and (y) as of the date that is fifteen (15) days prior to the meeting or any adjournment or postponement thereof, *provided* that if the record date for determining the stockholders entitled to vote at the meeting is less than fifteen (15) days prior to the meeting or any adjournment or postponement thereof, the information shall be supplemented and updated as of such later date. Any such update and supplement shall be delivered in writing to the Secretary at the principal executive offices of the Corporation not later than five (5) days after the record date for determining the stockholders entitled to notice of the meeting (in the case of any update and supplement required to be made as of the record date for determining the stockholders entitled to notice of the meeting), not later than ten (10) days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update or supplement required to be made as of fifteen (15) days prior to the meeting or adjournment or postponement thereof) and not later than five (5) days after the record date for determining the stockholders entitled to vote at the meeting, but no later than the day prior to the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of a date less than fifteen (15) days prior to the date of the meeting or any adjournment or postponement thereof). The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation and to determine the independence of such director under the Exchange Act and rules and regulations thereunder and applicable stock exchange rules.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the notice of meeting (1) by or at the direction of the Board of Directors or any committee thereof or (2) *provided* that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is entitled to vote at the meeting on such matters, who complies with the notice procedures set forth in this Section 2.03 and who is a stockholder of record at the time such notice is delivered to the Secretary. In the event a special meeting of stockholders is called for the purpose of submitting a proposal to stockholders for the election of one or more directors to the Board of Directors,

any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the notice of meeting if the stockholder's notice as required by paragraph (A)(2) of this Section 2.03 shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred and twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or on the close of business on the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(C) General. (1) Only such persons who are nominated in accordance with the procedures set forth in this Section 2.03 shall be eligible to serve as directors and only such business shall be conducted at an annual or special meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.03. Except as otherwise provided by law, the Restated Certificate of Incorporation or these Bylaws, the chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the meeting, have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of the meeting shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants and on stockholder approvals. Notwithstanding the foregoing provisions of this Section 2.03, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.03, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, the meeting of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(2) Whenever used in these Bylaws, "public announcement" shall mean disclosure (a) in a press release released by the Corporation, *provided* that such press release is released by the Corporation following its customary procedures, is reported by the Dow Jones News Service, Associated Press or comparable national news service, or is generally available on internet news sites, or (b) in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of this Section 2.03, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.03; *provided, however*, that, to the fullest extent permitted by law, any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to these Bylaws (including paragraphs (A)(1)(c) and (B) of this Section 2.03), and compliance with paragraphs (A)(1)(c) and (B) of this Section 2.03 shall be, to the fullest extent permitted by law, the exclusive means for a stockholder to make nominations or submit other business. Nothing in these Bylaws shall be deemed to affect any rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances.

SECTION 2.04 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a timely notice in writing or by electronic transmission, in the manner provided in Section 232 of the DGCL, of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically by the Secretary to each stockholder of record entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Unless otherwise provided by law, the Restated Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

SECTION 2.05 Quorum. Unless otherwise required by law, the Restated Certificate of Incorporation or the rules of any stock exchange upon which the Corporation's securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. Notwithstanding the foregoing, where a separate vote by a class or series or multiple classes or multiple series is required, a majority in voting power of the outstanding shares of such class or series, or multiple classes or multiple series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

SECTION 2.06 Voting. Except as otherwise provided by or pursuant to the provisions of the Restated Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder that has voting power upon the matters in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy in any manner provided by applicable law, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use of the Board. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or a new proxy bearing a later date. Unless required by the Restated Certificate of Incorporation or applicable law, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by written ballot. On a vote by written ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if there be such proxy. When a quorum is present or represented at any meeting, the affirmative vote of the holders of a majority of the votes cast (excluding abstentions and broker non-votes) on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to the Corporation, of any regulation applicable to the Corporation or its securities, of the Restated Certificate

of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

SECTION 2.07 Chairman of Meetings. The Chairman of the Board of Directors, if one is elected, or, in his or her absence or disability, the Chief Executive Officer of the Corporation, or in the absence of the Chairman of the Board of Directors and the Chief Executive Officer, a person designated by the Board of Directors shall be the chairman of the meeting and, as such, preside at all meetings of the stockholders.

SECTION 2.08 Secretary of Meetings. The Secretary shall act as secretary at all meetings of the stockholders. In the absence or disability of the Secretary, the chairman of the meeting shall appoint a person to act as secretary at such meetings.

SECTION 2.09 No Action by Written Consent in Lieu of a Meeting. Except as otherwise provided for or fixed pursuant to the Restated Certificate of Incorporation, any action required or permitted to be taken by stockholders of the Corporation must be effected at a duly held meeting of stockholders of the Corporation at which a quorum is present or represented, and may not be effected by written consent of the stockholders in lieu of a meeting of stockholders.

SECTION 2.10 Adjournment. At any meeting of stockholders of the Corporation, if less than a quorum be present, the chairman of the meeting or stockholders holding a majority in voting power of the shares of stock of the Corporation, present in person or by proxy and entitled to vote thereat, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Additionally, when a meeting is adjourned to another time or place (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication), notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting, are (i) announced at the meeting at which the adjournment is taken, (ii) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication or (iii) set forth in the notice of meeting given in accordance with Section 222(a) of the DGCL. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than thirty (30) days, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for the determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for the determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting.

SECTION 2.11 Remote Communication. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(a) participate in a meeting of stockholders; and

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication;

provided that

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

SECTION 2.12 Inspectors of Election. The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (a) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (b) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

ARTICLE III

Board of Directors

SECTION 3.01 Powers. Except as otherwise provided by the Restated Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by the DGCL or the Restated Certificate of Incorporation directed or required to be exercised or done by the stockholders.

SECTION 3.02 Number and Term; Chairman. Subject to the Restated Certificate of Incorporation, the Board of Directors shall consist of one or more members, each of whom shall be a natural person and unless the Restated Certificate of Incorporation fixes the number of directors, the number of directors shall be determined from time to time by resolution of the Board of Directors. Subject to the Restated Certificate of Incorporation, the Board shall be classified into three classes of directors. The Board of Directors shall elect from its ranks a Chairman of the Board of Directors, who shall have the powers and perform such duties as provided in these Bylaws and as the Board of Directors may from time to time prescribe. The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors at which they are present. If the Chairman of the Board of Directors is not present at a meeting of the Board of Directors, the Chief Executive Officer (if the Chief Executive Officer is a director and is not also the Chairman of the Board of Directors) shall preside at such meeting, and if the Chief Executive Officer is not present at such meeting or is not a director, a majority of the directors present at such meeting shall elect one (1) of their members to preside over such meeting.

SECTION 3.03 Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer of the Corporation or the Secretary. The resignation shall take effect at the time specified therein, and if no time is specified, at the time of its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the

resignation. Unless otherwise provided in the Restated Certificate of Incorporation or these Bylaws, when one or more directors resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

SECTION 3.04 Vacancies and Newly Created Directorships. Unless otherwise provided in the Restated Certificate of Incorporation or these Bylaws or permitted in the specific case by resolution of the Board of Directors, and subject to the rights of holders of Preferred Stock, vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, and not by stockholder. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of directors and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

SECTION 3.05 Meetings. Regular meetings of the Board of Directors may be held at such places and times as shall be determined from time to time by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the Chief Executive Officer or as provided by the Restated Certificate of Incorporation, and shall be called by the Chief Executive Officer or the Secretary if directed by the Board of Directors, and shall be at such places and times as they shall fix. Notice need not be given of regular meetings of the Board of Directors. At least twenty four (24) hours before each special meeting of the Board of Directors, either written notice, notice by electronic transmission or oral notice (either in person or by telephone) of the time, date and place of the meeting shall be given to each director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

SECTION 3.06 Quorum, Voting and Adjournment. Except as otherwise provided by the DGCL, the Restated Certificate of Incorporation or these Bylaws, a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise provided by law, the Restated Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

SECTION 3.07 Committees; Committee Rules. The Board of Directors may designate from time to time one or more committees, including, but not limited to, an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, each such committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. All committees of the Board of Directors shall keep minutes of their meetings and shall report their proceedings to the Board of Directors when requested or required by the Board of Directors. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Subject to the Restated Certificate of Incorporation, unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present at a meeting of the committee at which a quorum is present. Unless otherwise provided in such a

resolution, in the event that a member and that member's alternate, if alternates are designated by the Board of Directors, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

SECTION 3.08 Action Without a Meeting. Unless otherwise restricted by the Restated Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed in the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

SECTION 3.09 Remote Meeting. Unless otherwise restricted by the Restated Certificate of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute presence in person at such meeting.

SECTION 3.10 Compensation. The Board of Directors shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

SECTION 3.11 Reliance on Books and Records. A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV

Officers

SECTION 4.01 Number. The officers of the Corporation shall include a Chief Executive Officer, a Chief Financial Officer and a Secretary, each of whom shall be elected by the Board of Directors and who shall hold office for such terms as shall be determined by the Board of Directors and until their successors are elected and qualify or until their earlier resignation or removal. In addition, the Board of Directors may elect a President, one or more Vice Presidents, including one or more Executive Vice Presidents, Senior Vice Presidents, a Treasurer and one or more Assistant Treasurers and one or more Assistant Secretaries, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Any number of offices may be held by the same person.

SECTION 4.02 Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Directors.

SECTION 4.03 Chief Executive Officer. The Chief Executive Officer shall have general executive charge, management and control of the properties and operations of the Corporation in the ordinary course of its business, with all such powers with respect to such properties and operations as may be reasonably incident to such responsibilities, subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board of Directors, if any.

SECTION 4.04 Vice Presidents. Each Vice President, if any are elected (of whom one or more may be designated an Executive Vice President or Senior Vice President), shall have such powers and shall perform such duties as shall be assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 4.05 Chief Financial Officer. The Chief Financial Officer shall have such powers and shall perform such duties as shall be assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 4.06 Treasurer. The Treasurer, if any is elected, shall have custody of the corporate funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors or its designees selected for such purposes. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers therefor. The Treasurer shall render to the Chief Executive Officer and the Board of Directors, upon their request, a report of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

In addition, the Treasurer shall have such further powers and perform such other duties incident to the office of Treasurer as from time to time are assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 4.07 Secretary. The Secretary shall: (a) cause minutes of all meetings of the stockholders and directors to be recorded and kept properly; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books, and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer or the Board of Directors.

SECTION 4.08 Assistant Treasurers and Assistant Secretaries. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Chief Executive Officer or the Board of Directors shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the Chief Executive Officer or the Board of Directors.

SECTION 4.09 Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board of Directors or its designees selected for such purposes. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, the Chief Financial Officer, a Vice President, the Treasurer or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Directors.

SECTION 4.10 Contracts and Other Documents. The Chief Executive Officer and the Secretary, or such other officer or officers as may from time to time be authorized by the Chief Executive Officer, the Board of Directors or any other committee given specific authority by the Board of Directors during the intervals between the meetings of the Board of Directors, shall have the power to sign and execute on behalf of the Corporation deeds, conveyances, contracts and any and all other documents requiring execution by the Corporation.

SECTION 4.11 Ownership of Securities of Another Entity. Unless otherwise directed by the Board of Directors, the Chief Executive Officer, the Chief Financial Officer, a Vice President, the Treasurer or the Secretary, or such other officer or agent as shall be authorized by the Board of Directors, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of securityholders of any entity in which the Corporation holds securities or equity interests and

may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such securities or equity interests at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

SECTION 4.12 Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Directors may delegate to another officer such powers or duties.

SECTION 4.13 Resignation and Removal. Any officer of the Corporation may be removed from office for or without cause at any time by the Board of Directors. Any officer may resign at any time in the same manner prescribed under Section 3.03.

SECTION 4.14 Vacancies. The Board of Directors shall have the power to fill vacancies occurring in any office.

ARTICLE V

Stock

SECTION 5.01 Shares With Certificates. The shares of stock of the Corporation shall be represented by certificates, *provided* that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by, (a) the Chairman of the Board of Directors, any Vice Chairman of the Board of Directors, the Chief Executive Officer or a Vice President and (b) the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary, certifying the number and class of shares of stock of the Corporation owned by such holder. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

SECTION 5.02 Shares Without Certificates. If the Board of Directors chooses to issue shares of stock without certificates, the Corporation, if required by the DGCL, shall, within a reasonable time after the issue or transfer of shares without certificates, send the stockholder a written statement of the information required by the DGCL. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, *provided* that the use of such system by the Corporation is permitted in accordance with applicable law.

SECTION 5.03 Transfer of Shares. Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation by delivery thereof (to the extent evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with applicable law. A record shall be made of each transfer. The Board of Directors shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation and shares of stock without certificates.

SECTION 5.04 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock or uncertificated shares may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Corporation may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate or uncertificated shares of stock may be issued in the place of any certificate previously issued by the

Corporation that has become mutilated upon the surrender by such owner of such mutilated certificate and, if required by the Corporation, the posting of a bond by such owner in an amount sufficient to indemnify the Corporation against any claim that may be made against it in connection therewith.

SECTION 5.05 List of Stockholders Entitled to Vote. The Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (*provided, however*, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten (10) days prior to the meeting (a) on a reasonably accessible electronic network, *provided* that the information required to gain access to such list is provided with the notice of meeting, or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5.05 or to vote in person or by proxy at any meeting of stockholders.

SECTION 5.06 Fixing Date for Determination of Stockholders of Record.

(A) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(B) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(C) Unless otherwise restricted by the Restated Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date

for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

SECTION 5.07 Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock or notification to the Corporation of the transfer of uncertificated shares with a request to record the transfer of such share or shares, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VI

Notice and Waiver of Notice

SECTION 6.01 Notice. Notice is deemed given (i) if mailed, when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation, (ii) if by facsimile, when directed to a number at which the stockholder has consented to receive notice, (iii) if by e-mail, when directed to an e-mail address at which the stockholder has consented to receive such notice and (iv) if by any other form of electronic transmission, when directed to the stockholder as required by law and, to the extent required by applicable law, in the manner consented to by that stockholder; *provided, however*, that if a stockholder submits a request to the Secretary that notice be delivered to it by a specific method of delivery or transmission contemplated herein, then notice is deemed given only if delivered or transmitted in the requested manner. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

SECTION 6.02 Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

Indemnification

SECTION 7.01 Indemnification of Directors and Officers in Third Party Proceedings. Subject to the other provisions of this Article VII, the Corporation shall indemnify, to the fullest extent permitted by the DGCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") (other than an action by or in the right of the Corporation) by reason of the fact that such person is a current or former directors and officers or other current or former employees and agents of the Corporation or by persons currently or formerly serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea

of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

SECTION 7.02 Indemnification of Officers and Directors in Actions by or in the Right of the Corporation. Subject to the other provisions of this Article VII, the Corporation shall indemnify, to the fullest extent permitted by the DGCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is a current or former directors and officers or other current or former employees and agents of the Corporation or by persons currently or formerly serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

SECTION 7.03 Successful Defense. To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Section 7.01 or Section 7.02, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

SECTION 7.04 Indemnification of Others. Subject to the other provisions of this Article VII, the Corporation shall have power to indemnify its employees and agents to the extent not prohibited by the DGCL or other applicable law. The Board of Directors shall have the power to delegate to any person or persons identified in subsections (1) through (4) of Section 145(d) of the DGCL the determination of whether employees or agents shall be indemnified.

SECTION 7.05 Advance Payment of Expenses. Expenses (including attorneys' fees) actually and reasonably incurred by an officer or director of the Corporation in defending any Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding upon receipt of a written request therefor (together with documentation reasonably evidencing such expenses) and an undertaking by or on behalf of the person to repay such amounts if it shall ultimately be determined that the person is not entitled to be indemnified under this Article VII or the DGCL. Such expenses (including attorneys' fees) actually and reasonably incurred by current or former directors and officers or other current or former employees and agents of the Corporation or by persons currently or formerly serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate. The right to advancement of expenses shall not apply to any claim for which indemnity is excluded pursuant to these bylaws, but shall apply to any Proceeding referenced in Section 7.06(ii) or 7.06(iii) prior to a determination that the person is not entitled to be indemnified by the Corporation.

SECTION 7.06 Limitation on Indemnification. Subject to the requirements in Section 7.03 and the DGCL, the Corporation shall not be obligated to indemnify any person pursuant to this Article VII in connection with any Proceeding (or any part of any Proceeding):

(i) for which payment has actually been made to or on behalf of such person under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(ii) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Exchange Act, or similar provisions of federal, state or local statutory law or common law, if such person is held liable therefor (including pursuant to any settlement arrangements);

(iii) for any reimbursement of the Corporation by such person of any bonus or other incentive-based or equity-based compensation or of any profits realized by such person from the sale of securities of the Corporation, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Corporation pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Corporation of profits arising from the purchase and sale by such person of securities in violation of Section 306 of the Sarbanes-Oxley Act), if such person is held liable therefor (including pursuant to any settlement arrangements);

(iv) initiated by such person, including any Proceeding (or any part of any Proceeding) initiated by such person against the Corporation or its directors, officers, employees, agents or other indemnitees, unless (a) the Board of Directors authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (b) the Corporation provides the indemnification, in its sole discretion, pursuant to the powers vested in the Corporation under applicable law, (c) otherwise required to be made under Section 7.07 or (d) otherwise required by applicable law; or

(v) if prohibited by applicable law.

SECTION 7.07 Determination; Claim. If a claim for indemnification or advancement of expenses under this Article VII is not paid in full within 90 days after receipt by the Corporation of the written request therefor, the claimant shall be entitled to an adjudication by a court of competent jurisdiction of his or her entitlement to such indemnification or advancement of expenses. The Corporation shall indemnify such person against any and all expenses that are actually and reasonably incurred by such person in connection with any action for indemnification or advancement of expenses from the Corporation under this Article VII, to the extent such person is successful in such action, and to the extent not prohibited by law. In any such suit, the Corporation shall, to the fullest extent not prohibited by law, have the burden of proving that the claimant is not entitled to the requested indemnification or advancement of expenses.

SECTION 7.08 Non-exclusivity of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Restated Certificate of Incorporation or any statute, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. The Corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advancement of expenses, to the fullest extent not prohibited by the DGCL or other applicable law.

SECTION 7.09 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is a current or former directors and officers or other current or former employees and agents of the Corporation or by persons currently or formerly serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of the DGCL.

SECTION 7.10 Survival. The rights to indemnification and advancement of expenses conferred by this Article VII shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7.11 Effect of Repeal or Modification. A right to indemnification or to advancement of expenses arising under a provision of the Restated Certificate of Incorporation or these

Bylaws shall not be eliminated or impaired by an amendment to the Restated Certificate of Incorporation or these Bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

SECTION 7.12 Certain Definitions. For purposes of this Article VII, references to the “Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VII, references to “other enterprises” shall include employee benefit plans; references to “finances” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “servicing at the request of the corporation” shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the corporation” as referred to in this Article VII.

ARTICLE VIII

Miscellaneous

SECTION 8.01 Electronic Transmission. For purposes of these Bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 8.02 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

SECTION 8.03 Fiscal Year. The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall consist of the twelve (12) month period ending on December 31.

SECTION 8.04 Construction; Section Headings. For purposes of these Bylaws, unless the context otherwise requires, (i) reference to “Articles” and “Sections” refer to articles and sections of these Bylaws and (ii) the term “include” or “includes” means includes, without limitation, and “including” means including, without limitation. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

SECTION 8.05 Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Restated Certificate of Incorporation, the DGCL or any other applicable law, such provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE IX

Forum

SECTION 9.01 Forum. Unless the Corporation consents in writing to the selection of an alternative forum, (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, stockholder or employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, the Restated Certificate of Incorporation or these Bylaws (as either may be amended or restated) or (iv) any action asserting a claim governed by the internal affairs doctrine of the law of the State of Delaware shall, to the fullest extent permitted by law, be exclusively brought in the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any claims under the Securities Act of 1933, as amended, or any successor thereto. Nothing herein contained shall be construed to preclude stockholders that assert claims under the Exchange Act, or any successor thereto, from bringing such claims in state or federal court, subject to applicable law. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article IX.

ARTICLE X

Amendments

SECTION 10.01 Amendments. The Board of Directors is authorized to make, alter, amend, repeal and rescind, in whole or in part, these Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or the Restated Certificate of Incorporation, except that the affirmative vote of the holders of two-thirds (2/3) of the voting power of all the then-outstanding shares of stock of the Corporation present in person or represented by proxy at a meeting of stockholders and entitled to vote thereon, voting together as a single class, shall be required in order for the Corporation to make, alter, amend, repeal or rescind, in whole or in part, Sections 2.02, 2.03, 2.09, 3.03 and 3.04 of these Bylaws (including, this Section 10.01) or to adopt any provision inconsistent herewith.

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**10x GENOMICS, INC.
2019 OMNIBUS INCENTIVE PLAN
STOCK OPTION AWARD NOTICE**

Participant has been granted an Option with the terms set forth in this Award Notice, and subject to the terms and conditions of the Plan and the Stock Option Agreement to which this Award Notice is attached. Capitalized terms used and not defined in this Award Notice will have the meanings set forth in the Stock Option Agreement and the Plan.

Participant:

Date of Grant:

Number of Shares Subject to Option:

Type of Option:

Exercise Price per Share:

Expiration Date:

Vesting Commencement Date:

Vesting Schedule:

Additional Terms and Acknowledgements:

If the number of Shares is not evenly divisible, then no fractional Share will vest and the installments will be as equal as possible with the smaller installment(s) vesting first. Each such right of purchase will be cumulative and will continue, unless sooner exercised or terminated as herein provided, during the remaining period of the Option Period.

**10x GENOMICS, INC.
2019 OMNIBUS INCENTIVE PLAN
STOCK OPTION AGREEMENT**

This STOCK OPTION AGREEMENT, effective as of the Date of Grant (as defined below), is made by and between 10x Genomics, Inc., a Delaware corporation (the "**Company**"), and Participant (as defined below). Capitalized terms have the meaning set forth in Section 1 hereof, or, if not otherwise defined herein, in the 10x Genomics, Inc. 2019 Omnibus Incentive Plan (as it may be amended from time to time, the "**Plan**").

To the extent this Option is noted as an "Incentive Stock Option" in the Award Notice, then this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, this Option will not qualify as Incentive Stock Option, if, among other events, (a) Participant disposes of the Shares acquired upon exercise of this Option within two (2) years from the Date of Grant or one (1) year after such Shares were acquired pursuant to exercise of this Option; (b) except in the event of Participant's death or Disability, Participant is not employed by the Company, a parent or a Subsidiary at all times during the period beginning on the Date of Grant and ending on the day that is three (3) months before the date of exercise of any Shares; or (c) to the extent the aggregate Fair Market Value of the Shares subject to "incentive stock options" held by Participant which become exercisable for the first time in any calendar year (under all plans of the Company, a parent or a Subsidiary) exceeds \$100,000. If Participant disposes of the Shares acquired upon exercise of this Option within two (2) years from the Date of Grant or one (1) year after such Shares were acquired pursuant to exercise of this Option, Participant must deliver to the Company, within seven (7) days following such disposition, a written notice specifying the date on which such Shares were disposed of, the number of Shares so disposed, and, if such disposition was by a sale or exchange, the amount of consideration received.

1. Definitions.

The following terms have the following meanings for purposes of this Agreement:

- (a) "**Agreement**" means this Stock Option Agreement, including (unless the context otherwise requires) the Award Notice and any special terms and conditions for Participant's country included in any appendices attached hereto.
- (b) "**Award Notice**" means the award notice to Participant.
- (c) "**Exercise Price**" means the "Exercise Price" listed in the Award Notice.
- (d) "**Date of Grant**" means the "Date of Grant" listed in the Award Notice.
- (e) "**Officer**" means "officer" as defined under Rule 16a-1(f) of the Exchange Act.
- (f) "**Participant**" means the "Participant" listed in the Award Notice.
- (g) "**Restrictive Covenant Violation**" means Participant's breach of any restrictive covenant or any similar provision applicable to or agreed to by Participant.
- (h) "**Shares**" means the number of shares of Class A Common Stock listed in the Award Notice as "Number of Shares Subject to Option", as adjusted in accordance with the Plan.

2. Grant of the Option.

- (a) Effective as of the Date of Grant but subject to Section 26 hereof, the Company hereby irrevocably grants to Participant the right and option (the "**Option**") to purchase all or any part of the Shares, subject to, and in accordance with, the terms, conditions and restrictions set forth in the Plan,

the Award Notice and this Agreement. The Option will vest in accordance with the "Vesting Schedule" set forth on the Award Notice.

(b) The Option granted hereunder is subject to the Plan and the terms of the Plan are hereby incorporated into this Agreement. By accepting the Option, Participant acknowledges that Participant has received and read the Plan and agrees to be bound by the terms, conditions and restrictions set forth in the Plan, this Agreement and the Company's policies, as in effect from time to time, relating to the Plan. In the event of any conflict between one or more of this Agreement, the Award Notice and the Plan, the Plan will govern this Agreement and the Award Notice, and the Agreement (to the extent not in conflict with the Plan) will govern the Award Notice.

3. Exercise Price.

The price at which Participant will be entitled to purchase the Shares upon the exercise of the Option will be the Exercise Price, subject to adjustment as provided in Section 13 hereof.

4. Exercisability of Option.

The Option will become vested and exercisable in accordance with the Vesting Schedule set forth on the Award Notice.

5. Duration of Option.

The Option will be exercisable to the extent and in the manner provided herein either (i) for a period of ten (10) years from the Date of Grant (the "Option Period") or (ii) if the Option is an Incentive Stock Option and Participant holds more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or its parent corporation or a Subsidiary on the Date of Grant, then for a period of five (5) from the Date of Grant; provided, that the Option may be earlier terminated upon a Termination Date.

6. Manner of Exercise and Payment.

(a) Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised by delivery of written or electronic notice to the Company in the manner prescribed in Section 7(d) of the Plan and as otherwise set forth by the Committee from time to time. Such notice will set forth the number of Shares in respect of which the Option is being exercised and will be signed by the person or persons exercising the Option. In the event the Company has designated an Award Administrator (as defined below), the Option may also be exercised by giving notice (including through electronic means) in accordance with the procedures established from time to time by the Award Administrator. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part, provided that partial exercise will be for whole Shares only.

(b) Payment of the Exercise Price for the portion of the Option being exercised is due in full upon exercise of all or any part of the vested Option. Participant may elect to make payment of the Exercise Price: (i) in cash or by check or wire transfer (or any combination thereof), (ii) delivery of Shares having a Fair Market Value equal to the aggregate Exercise Price for the Shares being purchased that are not subject to any pledge, encumbrance or other security interest and satisfy such other requirements as may be imposed by the Committee; provided that such Shares have been held by Participant for no less than six months (or such other period as established from time to time by the Committee in order to avoid adverse accounting treatment under applicable accounting principles); (iii) to the extent permitted by applicable law, by delivery of a notice that Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the portion of the Option being so exercised, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the aggregate Exercise Price for such Shares; provided, that payment of such proceeds is then made to the Company upon settlement of such sale, (iv) any combination of cash (or an approved cash equivalent) and any of the foregoing, or (v) any other payment method provided under the Plan that the Committee may approve; provided, that, if Participant is a Section 16 officer of the Company under the Exchange Act, then the Committee may establish the method of paying the Exercise

Price required to be utilized by Participant from the alternatives available under the Plan prior to the exercise of any portion of the Option.

(c) Concurrently with the exercise of the Option, Participant must pay to the Company any amount that the Company determines it is required to withhold under applicable federal, state or local or foreign tax laws in respect of the exercise or the transfer of such Shares ("**Tax Obligations**"). Participant may elect to make payment (i) in cash, by check or wire transfer (or any combination thereof) or (ii) and to the extent permitted by applicable law, by delivery of a notice that Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the portion of the Option being so exercised, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Tax Obligations; provided, that payment of such proceeds is then made to the Company upon settlement of such sale; and provided, further, that the Committee may, in its sole discretion, allow such withholding obligation to be satisfied by any other method described in Section 13 of the Plan and, if Participant is a Section 16 officer of the Company under the Exchange Act, then the Committee shall establish the method of withholding required to be utilized by the Participant from alternatives available under the Plan prior to the exercise of any portion of the Option.

(d) Upon receipt of the notice of exercise and any payment or other documentation as may be necessary pursuant to Sections 6(a), 6(b), 6(c) and 7 above relating to the Shares in respect of which the Option is being exercised, the Company will, subject to the Plan and this Agreement, take such action as may be necessary to effect the transfer to Participant of the number of Shares as to which such exercise was effective.

(e) Participant will not be deemed to be the holder of, or to have any of the rights and privileges of a stockholder of the Company (including the right to vote or receive dividends) in respect of, Shares purchased upon exercise of the Option until (i) the Option has been exercised pursuant to the terms of this Agreement and Participant has paid the full purchase price for the number of Shares in respect of which the Option was exercised and any applicable Tax Obligations and (ii) the Company has issued the Shares in connection with such exercise.

7. Tax Withholding.

(a) **Tax Obligations.** Regardless of any action taken by the Company or any other Subsidiary with respect to Tax Obligations, Participant acknowledges that the ultimate liability for all Tax Obligations legally due by Participant is and remains Participant's responsibility and that the Company (a) makes no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Option, including the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise, or the receipt of any dividends and (b) does not commit to structure the terms of the grant or any other aspect of the Option to reduce or eliminate Participant's liability for Tax Obligations. At the time of exercise of the Option, Participant shall pay or make adequate arrangements satisfactory to the Company to satisfy all Tax Obligations of the Company and any other Subsidiary. In this regard, at the time the Option is exercised, in whole or in part, or at any time thereafter as requested by the Company or any other Subsidiary, Participant hereby authorizes withholding of all applicable Tax Obligations from payroll and any other amounts payable to Participant, and otherwise agrees to make adequate provision for withholding of all applicable Tax Obligations, if any, by each Subsidiary which arise in connection with the Option. The Company shall have no obligation to process the exercise of the Option or to deliver Shares until the Tax Obligations as described in this Section have been satisfied by Participant.

(b) **Withholding in or Directed Sale of Shares.** The Company shall have the right, but not the obligation, to require Participant to satisfy all or any portion of a Subsidiary's Tax Obligations upon exercise of the Option by deducting from the Shares otherwise issuable to Participant upon such exercise a number of whole Shares having a fair market value, as determined by the Company as of the date of exercise, not in excess of the amount of such Tax Obligations determined by the applicable minimum statutory withholding rates (unless otherwise determined by the Company). The Company may require Participant to direct a broker, upon the exercise of the Option, to sell a portion of the Shares subject to the Option determined by the Company in its discretion to be sufficient to cover the Tax Obligations of any Subsidiary and to remit an amount equal to such Tax Obligations to the Company in cash.

8. Termination of Employment or Service.

(a) Subject to Section 8(c) hereof, in the event that Participant's employment with, or service to, the Company Group terminates for any reason, any unvested portion of the Option will be forfeited and, except as otherwise specifically provided for in this Section 8, all of Participant's rights under this Agreement will terminate as of the effective date of Termination (the "**Termination Date**") (unless otherwise provided for by the Committee in accordance with the Plan).

(b) If Participant's employment or service is terminated by the Company Group for Cause or by Participant when grounds existed for Cause at the time thereof, the vested and unvested portions of the Option will terminate as of the Termination Date.

(c) In the event (i) Participant's employment with, or service to, the Company Group is terminated by the Company due to death or Disability, the vested portion of the Option will remain exercisable for one year thereafter (but in no event beyond the Option Period) and (ii) Participant's employment with, or service to, the Company Group is terminated for any other reason (subject to Section 8(b)), the vested portion of the Option will remain exercisable for ninety (90) days thereafter (but in no event beyond the Option Period); provided, that, in each case, the Option Period will expire immediately upon the occurrence of a Restrictive Covenant Violation.

(d) Participant's rights with respect to the Option will not be affected by any change in the nature of Participant's employment or service so long as Participant continues to be an employee, consultant or director of the Company Group. Whether (and the circumstances under which) employment or service has terminated and the determination of the Termination Date for the purposes of this Agreement will be determined by the Committee (or, with respect to any Participant who is not a director or Officer, its designee, whose good faith determination will be final, binding and conclusive; provided, that such designee may not make any such determination with respect to the designee's own employment for purposes of the Option).

9. Restrictions on Transfer.

(a) Participant may not assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Option or Participant's right under the Option to receive Shares, other than in accordance with Section 13(b) of the Plan.

(b) Participant agrees that in the event the Company advises Participant that it plans an underwritten public offering of Shares in compliance with the Securities Act and that the underwriter(s) seek to impose restrictions under which certain shareholders may not sell or contract to sell or grant any option to buy or otherwise dispose of part or all of their stock purchase rights of the underlying Shares, Participant hereby agrees that for a period not to exceed 180 days from the prospectus, Participant will not sell or contract to sell or grant an option to buy or otherwise dispose of any Shares subject to this Agreement without the prior written consent of the underwriter(s) or its representative(s).

10. Repayment of Proceeds; Clawback Policy.

The Shares subject to the Option and all proceeds related to such Shares are subject to the clawback and repayment terms set forth in Sections 13(v) and 13(x) of the Plan and the Company's clawback policy, as in effect from time to time, to the extent Participant is a director or Officer. In addition, if a Restrictive Covenant Violation occurs or the Company discovers after a termination of employment or service that grounds existed for Cause at the time thereof, then Participant shall be required, in addition to any other remedy available (on a non-exclusive basis), to pay to the Company, within ten (10) business days of the Company's request to Participant therefor, an amount equal to the excess, if any, of (a) the aggregate after-tax proceeds (taking into account all amounts of tax that would be recoverable upon a claim of loss for payment of such proceeds in the year of repayment) Participant received upon the sale or other disposition of, or distributions in respect of, any Shares acquired upon exercise of the Option (limited, in the case of the Company discovering after a termination of employment or service that grounds existed for Cause at the time thereof, to any such Shares acquired after the date on which grounds for a termination for Cause first existed) over (b) the aggregate Cost (if any) of such Shares. For purposes of this Agreement, "**Cost**" means, in respect of any Share, the Exercise Price, to the extent paid by Participant for such Share, as proportionately adjusted for all subsequent distributions on the Shares and other recapitalizations and less the amount of any distributions made with respect to the Share pursuant to the Company's organizational documents; provided, that Cost may not be less than zero. Any reference in this Agreement to grounds existing for a termination of employment with Cause will be determined without regard to any notice period, cure period, or other procedural delay or event required prior to finding of or termination with, Cause.

11. No Right to Continued Employment or Service.

Neither the Plan nor this Agreement nor Participant's receipt of the Option hereunder shall impose any obligation on the Company or any Affiliate to continue the employment or service of Participant. Further, the Company or any Affiliate (as applicable) may at any time terminate the employment or service of Participant, free from any liability or claim under the Plan or this Agreement, except as otherwise expressly provided herein.

12. Service Conditions.

In accepting the Option, Participant acknowledges that:

(a) Any notice period mandated under local law shall not be treated as service for the purpose of determining the vesting of the Option; and Participant's right to exercise the Option after termination of service, if any, will be measured by the date of termination of Participant's active service and will not be extended by any notice period mandated under local law. Subject to the foregoing and the provisions of the Plan, the Company, in its sole discretion, shall determine whether Participant's service has terminated and the effective date of such termination.

(b) The vesting of the Option shall cease upon, and no Shares shall become vested following, Participant's termination of service for any reason except as may be explicitly provided by the Plan or this Agreement.

(c) The Plan is established voluntarily by the Company. It is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement.

(d) The grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options, even if Options have been granted repeatedly in the past.

(e) All decisions with respect to future Option grants, if any, will be at the sole discretion of the Company.

(f) Participant's participation in the Plan shall not create a right to further service with the Company or any Subsidiary and shall not interfere with the ability of any Subsidiary to terminate Participant's service at any time, with or without cause subject to applicable law.

(g) Participant is voluntarily participating in the Plan.

(h) The Option is an extraordinary item that does not constitute compensation of any kind for service of any kind rendered to any Subsidiary, and which is outside the scope of Participant's employment contract, if any.

(i) The Option is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(j) In the event that Participant is not an employee of the Company or Subsidiary, the Option grant will not be interpreted to form an employment contract or relationship with the Company or Subsidiary; and furthermore the Option grant will not be interpreted to form an employment contract with any other Subsidiary.

(k) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the underlying Shares do not increase in value, the Option will have no value. If Participant exercises the Option and obtains Shares, the value of those Shares acquired upon exercise may increase or decrease in value, even below the Exercise Price.

(l) No claim or entitlement to compensation or damages arises from termination of the Option or diminution in value of the Option or Shares purchased through exercise of the Option resulting from termination of Participant's service (for any reason whether or not in breach of local law) and Participant irrevocably releases the Company and each other Subsidiary from any such claim that may arise. If, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by signing this Agreement, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such a claim.

13. Adjustments.

The terms of this Agreement, including, without limitation, (a) the number of Shares subject to the Option and (b) the Exercise Price specified herein, will be subject to adjustment in accordance with Section 11 of the Plan.

14. Securities Laws; Cooperation.

Upon the vesting of any unvested portion of the Option, Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws, the Plan or this Agreement. Participant further agrees to cooperate with the Company in taking any action reasonably necessary or advisable to consummate the transactions contemplated by this Agreement.

15. Notices.

Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to Participant at the address appearing in the personnel records of the Company for such Participant or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

16. Governing Law; Venue; Jury Trial Waiver; Language.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and performed wholly within the State of Delaware, without giving effect to the conflict of laws provisions thereof. For purposes of litigating any dispute that may arise directly or indirectly from this Agreement, the parties hereto hereby submit and consent to the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California or the federal courts of the United States located in California and no other courts. Each of Participant, the Company and any transferees who hold a portion of the Options pursuant to a valid assignment hereby irrevocably waives any right to a jury trial. If Participant has received a copy of this Agreement (or the Plan or any other document related hereto or thereto) translated into a language other than English, such translated copy is qualified in its entirety by reference to the English version thereof, and in the event of any conflict the English version will govern. Participant acknowledges that Participant is sufficiently proficient in English to understand the terms and conditions of this Agreement.

17. Successors in Interest.

Any successor to the Company will have the benefits of the Company under, and be entitled to enforce, this Agreement. Likewise, Participant's legal representative will have the benefits of Participant under, and be entitled to enforce, this Agreement. All obligations imposed upon Participant and all rights granted to the Company under this Agreement will be final, binding and conclusive upon Participant's heirs, executors, administrators and successors.

18. Severability.

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement will not be affected by such holding and will continue in full force in accordance with their terms.

19. Data Privacy.

The following provisions shall only apply to Participant if he or she resides outside the European Economic Area or the United Kingdom:

(a) **General.** Participant hereby explicitly and unambiguously acknowledges and agrees to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement and any other Option grant materials by and among, as applicable, Participant's employer or contracting party (the "**Service Recipient**") and the Company for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address and telephone number, work location and phone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, hire date, any shares of stock or directorships held in the Company, details of all awards or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing Participant's participation in the Plan ("**Personal Data**").

(b) **Use of Personal Data; Retention.** Participant understands that Personal Data may be transferred to Fidelity or any other third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in Participant's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country. Participant understands that Participant may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that Participant may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources representative.

(c) **Withdrawal of Consent.** Participant understands that Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke Participant's consent, Participant's employment status or service with the Service Recipient will not be affected; the only consequence of Participant's refusing or withdrawing Participant's consent is that the Company would not be able to grant the Option or other equity awards to Participant or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing Participant's consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that Participant may contact Participant's local human resources representative.

The following provisions shall only apply to Participant if he or she resides in the European Economic Area or the United Kingdom or Switzerland:

(a) **Data Collected and Purposes of Collection.** Participant understands that the Company, acting as controller, as well as the employer, may collect, to the extent permissible under applicable law, certain personal information about Participant, including name, home address and telephone number, information necessary to process the awards (e.g., mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification number, salary, nationality, job title, employment location, any capital shares or directorships held in the Company (but only where needed for legal or tax compliance), any other information necessary to process mandatory

tax withholding and reporting, details of all awards granted, canceled, vested, unvested or outstanding in Participant's favor, and where applicable service termination date and reason for termination (all such personal information is referred to as "**Data**"). The Data is collected from Participant, the Subsidiary, and from the Company, for the exclusive purpose of implementing, administering and managing the Plan pursuant to the terms of this Agreement. The legal basis (that is, the legal justification) for processing the Data is to perform this Agreement. The Data must be provided in order for Participant to participate in the Plan and for the parties to this Agreement to perform their respective obligations thereunder. If Participant does not provide Data, he or she will not be able to participate in the Plan and become a party to this Agreement.

(b) **Transfers and Retention of Data.** Participant understands that the employer Subsidiary will transfer Data to the Company for purposes of plan administration. The Company and the employer or a Subsidiary may also transfer Participant's Data to other service providers (such as accounting firms, payroll processing firms or tax firms), as may be selected by the Company in the future, to assist the Company with the implementation, administration and management of this Agreement. Participant understands that the recipients of the Data may be located in the United States, a country that does not benefit from an adequacy decision issued by the European Commission and is not listed by the Swiss supervisory authority as a country with adequate data protection legislation. Where a recipient is located in a country that does not benefit from an adequacy decision or adequacy listing, the transfer of the Data to that recipient will be made pursuant to European Commission-approved standard contractual clauses, a copy of which may be obtained at gc@10xgenomics.com. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's rights and obligations under this Agreement, and for the duration of the relevant statutes of limitations, which may be longer than the term of this Agreement.

(c) **Participant's Rights in Respect of Data.** The Company will take steps in accordance with applicable legislation to keep Data accurate, complete and up-to-date. Participant is entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). Participant also has the right to request access to his or her Data as well as additional information about the processing of that Data. Further, Participant is entitled to object to the processing of Data or have Participant's Data erased, under certain circumstances. As from May 25, 2018, and subject to conditions set forth in applicable law, Participant also is entitled to (i) restrict the processing of his or her Data so that it is stored but not actively processed (e.g., while the Company assesses whether Participant is entitled to have Data erased) and (ii) receive a copy of the Data provided pursuant to this Agreement or generated by Participant, in a common machine-readable format. To exercise his or her rights, Participant may contact the local human resources representative. Participant may also contact the relevant data protection supervisory authority, as he or she has the right to lodge a complaint. The data protection officer may be contacted at gc@10xgenomics.com.

20. Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation.

By accepting this Agreement and the grant of the Option evidenced hereby, Participant expressly acknowledges that (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be suspended or terminated by the Company at any time to the extent permitted by the Plan; (b) the grant of the Option is exceptional, voluntary and occasional and it does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past; (c) all determinations with respect to future option grants, if any, including the grant date, the number of Shares granted, the exercise price and the exercise date or dates, will be at the sole discretion of the Company; (d) Participant's participation in the Plan is voluntary and not a condition of employment, and Participant may decline to accept the Option without adverse consequences to Participant's continued employment relationship with the Company Group; (e) the value of the Option is an extraordinary item that is outside the scope of Participant's employment contract, if any, and nothing can or must automatically be inferred from such employment contract or its consequences; (f) the Option and any Shares acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation for any purpose and are not to be used for calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, Participant waives any claim on such basis and, for the avoidance of doubt, the Option will not constitute an "acquired right" under the applicable law of any jurisdiction; (g) if the underlying Shares do not increase in value, the Option will have no

value; (h) if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Exercise Price; and (i) the future value of the underlying Shares is unknown and cannot be predicted with certainty. In addition, Participant understands, acknowledges and agrees that Participant will have no rights to compensation or damages related to Option proceeds in consequence of the termination of Participant's employment for any reason whatsoever and whether or not in breach of contract.

21. Award Administrator.

The Company may from time to time designate a third party (an "**Award Administrator**") to assist the Company in the implementation, administration and management of the Plan and any Option granted thereunder, including by sending award notices on behalf of the Company to Participants, and by facilitating through electronic means acceptance of Agreement by Participants and Option exercises by Participants.

22. Book Entry Delivery of Shares.

Whenever reference in this Agreement is made to the issuance or delivery of certificates representing one or more Shares, the Company may elect to issue or deliver such Shares in book entry form in lieu of certificates.

23. Amendment.

The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate this Agreement, but no such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination shall materially adversely affect the rights of Participant hereunder without the consent of Participant.

24. Section 409A.

It is not intended that the Option granted hereunder be subject to Section 409A of the Code.

25. Electronic Delivery and Acceptance.

This Agreement may be executed electronically and in counterparts. The Company may, in its sole discretion, decide to deliver any documents related to the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company. Participant agrees that the foregoing online or electronic participation in the Plan shall have the same force and effect as documentation executed in hardcopy written form.

26. Acceptance and Agreement by Participant; Forfeiture upon Failure to Accept.

Participant's rights under the Option will lapse ninety (90) days from the Date of Grant, and the Option will be forfeited on such date if Participant has not accepted this Agreement by such date. For the avoidance of doubt, Participant's failure to accept this Agreement will not affect Participant's continuing obligations under any other agreement between the Company and Participant.

27. No Advice Regarding Grant.

Notwithstanding anything herein to the contrary, Participant acknowledges and agrees that the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

28. Imposition of Other Requirements.

The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

9. Language.

If Participant has received this Agreement, or any other document related to the Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

10. No Advice Regarding Grant.

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

31. Imposition of Other Requirements.

The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Shares, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

32. Country-Specific Terms and Conditions.

The following provisions shall only apply to Participant if Participant resides outside the United States: Notwithstanding any provisions of this Agreement to the contrary, the Option grant shall be subject to any special terms and conditions applicable for Participant's country of residence (and country of employment, if different) as respectively set forth in an appendix to this Agreement (an "**Appendix**"). Further, if Participant transfers his or her residence and/or employment to another country reflected in an Appendix to this Agreement at the time of transfer, the special terms and conditions for such country will apply to Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the Option and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate Participant's transfer). In all circumstances, any applicable section(s) of the Appendix shall constitute part of this Agreement.

33. Waiver.

Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other participant in the Plan.

[Signatures follow]

10x GENOMICS, INC.



By: Serge Saxonov
Title: Chief Executive Officer

PARTICIPANT

Acknowledged and Agreed
as of the date first written above:

[Signature page to Stock Option Agreement]

APPENDIX TO
10x GENOMICS, INC.
2019 OMNIBUS INCENTIVE PLAN
STOCK OPTION AGREEMENT

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Options granted to Participant under the Plan if he or she resides in one of the countries listed below. Certain capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the main body of the Agreement.

Notifications

This Appendix also includes information regarding exchange controls and certain other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information in this Appendix as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time Participant vests in the Shares or sells the Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Participant's particular situation and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws of Participant's country may apply to his or her situation.

Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working or transfers to another country after the grant of the Options, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to Participant in the same manner. In addition, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to Participant under these circumstances.

AUSTRALIA

Terms and Conditions

Offer of Stock Awards.

The Board, in its absolute discretion, may make a written offer to an eligible person who is an Australian resident it chooses to accept a stock award to acquire options.

The offer shall specify the maximum number of options subject to a stock award which Participant may accept, the date of grant, the exercise price (if any), the expiration date, the vesting conditions (if any), any applicable holding period and any disposal restrictions attaching to the options or the resultant Shares (all of which may be set by the Board in its absolute discretion).

The offer is intended to receive tax deferred treatment under Subdivision 83A-C of the Income Tax Assessment Act 1997(Cth). The conditions to receive such treatment are contained in this Appendix.

The offer shall be accompanied by an acceptance form and a copy of the Plan and this Appendix or, alternatively, details on how Participant may obtain a copy of the Plan and this Appendix.

Grant of Awards.

If Participant validly accepts the Board's offer of a stock award, the Board must grant Participant the stock award for the number of shares for which the stock award was accepted. However, the Board must not do so if Participant has ceased to be an eligible person at the date when the stock award is to be granted or the Company is otherwise prohibited from doing so under the Corporations Act 2001(Cth) (the "**Corporations Act**") without a disclosure document, product disclosure statement or similar document.

The Company must provide a stock award agreement in respect of the stock award granted to Participant to be executed by Participant as soon as practicable after the date of grant.

Stock awards granted to Participant under this Appendix that are options must not have an expiration date exceeding fifteen (15) years from the date of grant.

Tax Deferred Treatment.

Ordinary shares. Stock awards issued to Participant under this Appendix must relate to ordinary shares. For the purpose of this Appendix, ordinary shares shall be defined in accordance with its ordinary meaning under Australian law.

Predominant business of the Company. Stock awards must not be issued Participant where those stock awards relate to options or shares in a company that has a predominant business of the acquisition, sale or holding of shares, securities or other investments.

Real risk of forfeiture. Stock awards that are options issued to Participant under this Appendix must have a real risk of forfeiture, the vesting conditions by which this risk is achieved is to be determined by the Board in its absolute discretion.

10% limit on shareholding and voting power. Immediately after Participant acquires the stock awards, Participant must not: (i) hold a beneficial interest in more than 10% of the shares in the Company; or (ii) be in a position to cast, or control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of the Company. For the purposes of these thresholds, stock awards that are options are treated as if they have been exercised and converted into Shares.

Notifications

Securities Law Information.

The offering and resale of Shares acquired under the Plan to a person or entity resident in Australia may be subject to disclosure requirements under Australian law. Participant should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.

Exchange Control Information.

Australian residents must report inbound and/or outbound cash transactions exceeding A\$10,000 and inbound and/or outbound international fund transfers of any value if the transfers do not involve an Australian bank.

No Advice or Recommendation.

This Agreement is not intended to provide the sole or principal basis of any investment or credit decision or any other risk evaluation. The information contained in this Agreement is not a recommendation by the Company or any other person that subscribes for Shares in the Company. Each Participant must conduct his or her own investigations and analysis of the operations and prospects of the Company that it considers necessary or desirable and should determine for itself its interest in acquiring Shares in the Company on the basis of such independent assessment and investigation.

AUSTRIA

Notifications

Securities Law Information.

The grant of Options under the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Austria.

Consumer Protection Information.

Participant may be entitled to revoke this Agreement on the basis of the Austrian Consumer Protection Act (the "**Act**") under the conditions listed below, if the Act is considered to be applicable to this Agreement and the Plan:

- (i) The revocation must be made within one week after the acceptance of this Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if Participant returns this Agreement to the Company or the Company's representative with language that can be understood as Participant's refusal to conclude or honor this Agreement, provided the revocation is sent within the period discussed above.

Exchange Control Information.

If Participant holds securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of Shares and any cash dividends) outside of Austria (even if Participant holds them outside of Austria at a branch of an Austrian bank), Participant may be required to report certain information to the Austrian National Bank if certain thresholds are exceeded. Participant is encouraged to consult his/her personal legal or tax advisor to understand how these rules apply to Participant's particular situation.

BELGIUM

Notifications

Securities Law Information.

The grant of the Options under the Plan is exempt from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Belgium.

Foreign Asset/Account Reporting Information.

Belgian residents are required to report any securities (*i.e.*, Shares acquired under the Plan) or bank accounts opened and maintained outside Belgium on their annual tax returns. Belgian residents are also required to complete a separate report providing the National Bank of Belgium with details regarding any such account. This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des crédits* caption.

Terms and Conditions

Taxation and Terms of Acceptance.

Participant agrees and acknowledges that the Company will only accept a countersigned agreement after the 60th day following Participant's receipt of this Agreement.

By formally accepting in writing this Agreement through signature and by returning it to the Company within 60 days from receipt of this Agreement and the Plan, Participant would normally become subject to income tax on a lump-sum benefit in kind on the 60th day following receipt of this Agreement (being the "grant date" for Belgian tax purposes). In that case, no taxation should be triggered upon vesting or exercise. However, if written acceptance and return of this Agreement would take place after the 60th day following receipt of this Agreement, as required by the Company, taxation will normally be delayed to the date of exercise of the Option. In that case, grant date or vesting should not trigger taxation.

CANADA

Terms and Conditions

Termination of Continuous Service Status.

In the event of Participant's termination (for any reason whatsoever, whether or not later found to be invalid and whether or not in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service agreement, if any), Participant's right to exercise Options under the Plan, if any, will terminate effective as of (1) the date that Participant is no longer actively employed or providing services to the Company or any Subsidiary employing or retaining Participant, or at the discretion of the Award Administrator, (2) the date Participant receives notice of termination from the Company or any Subsidiary employing or retaining Participant, if earlier than (1), regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law); the Award Administrator shall have the exclusive discretion to determine when Participant is no longer actively employed or providing services for purposes of Participant's Options grant (including, but not limited to, whether Participant may still be considered actively employed or providing services while on an approved leave of absence).

The following provision apply if Participant is a resident of Quebec:

Language Consent.

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir expressément souhaité que la convention [“**Agreement**”], ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

Authorization of Release and Transfer Necessary Personal Information.

This provision supplements Section 19 of the Agreement:

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company, any Subsidiary and the Award Administrator of the Plan to disclose and discuss the Plan with his or her advisors. Participant further authorizes the Company, any Subsidiary to record such information and to keep such information in the employee file.

Notifications

Securities Law Information.

Participant is permitted to sell Shares acquired through the Plan through the designated broker appointed by the Company, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed.

Foreign Asset/Account Reporting Information.

Canadian residents are required to report any foreign property (e.g., Shares acquired under the Plan and possibly unvested Options) on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds C\$100,000 at any time in the year. It is Participant's responsibility to comply with these reporting obligations, and Participant should consult his or her own personal tax advisor in this regard.

Share Settlement of Options.

Notwithstanding anything to the contrary in the Plan or this Agreement, Options granted to Canadian Participants shall only be settled in Shares and shall not be settled in cash.

CHINA

Terms and Conditions

State Administration of Foreign Exchange (SAFE) Compliance.

The grant of the Option, Participant's ability to exercise the Option and sale of the Shares shall all be contingent upon the Company or its Subsidiaries obtaining approval from SAFE for the related foreign exchange transaction and the establishment of a SAFE-approved bank account. The receipt of funds by Participant from the sale of the Shares and the conversion of those funds to the local currency must be approved by SAFE. In order to comply with the SAFE regulations, the proceeds from the sale of the Shares must be repatriated into China through a SAFE-approved bank account set up and monitored by the Company. Participant may contact his or her local HR office for more details about the SAFE approved bank account.

Foreign Asset/Account Reporting Information.

Participant may be required to report to SAFE all details of his or her foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents. Under these rules, Participant may be subject to reporting obligations for the Options, Shares acquired under the Plan, the receipt of any dividends and the sale of Shares.

Limited Method of Exercise.

In accordance with Section 6 of the Agreement, the method of payment of the aggregate exercise price shall of exercise of the Option shall, unless otherwise determined by the Award Administrator at its discretion, be limited to consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan. Consequently, no funds will flow out of China and no Participant will hold Shares in connection with the Option.

DENMARK

Terms and Conditions

This provision substitutes Section 7 of the Agreement:

Tax Withholding.

The Company or any Subsidiary (as determined by the Award Administrator shall have the power and right to deduct, withhold or collect any tax, social security contribution, payroll tax or other amount other tax-related withholding obligations required by law or regulation to be withheld with respect to any taxable event arising with respect to the granting or exercise of the Options (collectively, the "**Withholding Amount**"). This Withholding Amount may be: (a) withheld from other amounts due to Participant; (b) withheld from the value of any vested Options being settled; or (iii) collected directly from Participant. The Withholding Amount may relate to amounts due in more than one jurisdiction and in all cases shall be as determined by the Company or the applicable Subsidiary in its discretion.

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Denmark.

IMPORTANT – STATEMENT UNDER SECTION 3(1) OF THE ACT ON STOCK OPTIONS

Pursuant to Section 3(1) of the Act on Stock Options in employment relations (the "**Stock Option Act**"), Participant is entitled to receive information regarding the Plan in a separate written statement.

The full statement containing the information about Participant's rights under the Plan and the Stock Option Act is attached as a separate written statement to this Agreement.

Notifications

Exchange Control Information.

If Participant establishes an account holding cash outside Denmark, Participant must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described below.)

FINLAND

Notifications

Securities Law Information.

The grant of Options under the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Finland.

FRANCE

Terms and Conditions

Language Consent.

By accepting the Option, Participant confirms having read and understood the Plan and the Agreement which were provided in the English language. Participant accepts the terms of those documents accordingly.

Consentement Relatif à la Langue Utilisée.

En acceptant l'attribution, le Optionee confirme avoir lu et compris le Plan et le Contrat, qui ont été communiqués en langue anglaise. Le Optionee accepte les termes de ces documents en connaissance de cause.

Notifications

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in France.

Awards Not Tax-Qualified.

The Option is **not** intended to be a tax-qualified or tax-preferred award, including without limitation, under Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code. Participant is encouraged to consult with a personal tax advisor to understand the tax and social insurance implications of the Option.

Foreign Asset / Account Reporting Information.

Participant may hold Shares acquired upon exercise of the Option, any proceeds resulting from the sale of Shares or any dividends paid on such Shares outside of France, provided Participant declares all foreign bank and brokerage accounts (including any accounts that were opened or closed during the tax year) on his or her annual income tax return. Failure to complete this reporting may trigger penalties.

GERMANY

Notifications

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Germany.

Exchange Control Information.

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (Bundesbank). In the event that Participant makes or receives a payment in excess of this amount, he or she is required to report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de).

Terms and Conditions

Prohibition on Insider Dealing.

Participant should be aware that the insider dealing rules of the Regulation (EU) No 596/2014 of the European Parliament and Council (Market Abuse Regulation) apply in Germany, which may affect transactions under the Plan such as the subscription or participation, the suspension, the cancellation or an amending order, the acquisition or sale of Shares acquired under the Plan, if Participant has inside information regarding the Company or any of its Subsidiaries. Participant is advised to determine carefully whether he or she has inside information in respect of the Company and whether and to what extent insider dealing rules can apply to him or her. In case of uncertainty, the Company recommends that Participant consults with a legal advisor.

Limitation of Liability.

Participant is responsible for compliance with any laws to be observed by Participant in person in conjunction with participation in the Plan. The Company cannot be held liable if Participant violates German law or any other applicable rules to be complied with by Participant in conjunction with participation in the Plan including, but not limited to, insider dealing restrictions under the Market Abuse Regulation.

HONG KONG

Notifications

Securities Law Notice.

WARNING: The Options and the Shares covered by the Options do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or the Subsidiary participating in the Plan. Participant should be aware that the contents of this Agreement have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The Options are intended only for Participant's personal use and may not be distributed to any other person. Participant is advised to exercise caution in relation to the offer. If Participant is in any doubt about any of the contents of this Agreement, including this provision, or the Plan, Participant should obtain independent professional advice.

Occupational Retirement Schemes Ordinance Alert.

The Company specifically intends that neither the Options nor the Plan will be considered or deemed an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO").

INDIA

Terms and Conditions

Tax Withholding.

The following provision supplements Section 7 of this Agreement:

Participant agrees that under the provisions of the (Indian) Income Tax Act, 1961, the employer and/or the Company would be required to withhold Tax Obligations on the value of the benefit earned by Participant as a result of Participant's participation in the Plan. Such benefit shall be computed according to the provisions of the (Indian) Income Tax Act, 1961, read with the (Indian) Income Tax Rules, 1962.

Participant agrees that the employer and/or the Company may calculate the Tax Obligations to be withheld and accounted for by reference to the maximum applicable rates, without prejudice to any right that Participant may have to recover an overpayment from the relevant tax authorities. Participant agrees that the employer and/or the Company may withhold the Tax Obligations from Participant's wages or other cash compensation paid to Participant by the Company and/or the employer. Participant agrees to pay to the Company or the employer the Tax Obligations that the Company or the employer may be required to withhold or account, if such Tax Obligations cannot be satisfied by the means previously described.

Participant acknowledges that, regardless of any action taken by the Company or the employer, the ultimate liability for all Tax Obligations is and remains the responsibility of Participant and may exceed the amount actually withheld by the Company or the employer.

Cashless Exercise.

Participant acknowledges and agrees that the considerations for the exercise of the Option shall be limited to cashless forms.

Notifications

Exchange Control Information.

Participant understands and agrees that he or she must repatriate any proceeds from the sale of Shares acquired under the Plan to India and convert the proceeds into local currency within 90 days of receipt. Participant will receive a foreign inward remittance certificate ("**FIRC**") from the bank where he or she deposits the foreign currency. Participant should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or his or her employer requests proof of repatriation.

Foreign Asset/Account Reporting Information.

Indian residents are required to declare the following items in their annual tax return: (i) any foreign assets held by them (including Shares acquired under the Plan), and (ii) any foreign bank accounts for which they have signing authority. It is Participant's responsibility to comply with applicable foreign asset tax laws in India and Participant should consult with his or her personal tax advisor to ensure that Participant is properly reporting his or her foreign assets and bank accounts. Participant's local employer will issue a Form 16 to Participant and report perquisites in Form 12BA after the end of the Financial Year.

ITALY

Terms and Conditions

Form of Option Price Payment Limited.

In accordance with Section 6 of the Agreement, unless otherwise determined by the Company and informed to Participant, payment of the option prices shall be limited to cashless exercise in a form and manner authorized by the Company. For clarity, Participant shall not be entitled to pay the option price in cash and, accordingly, no funds will be transferred out of Italy in connection with the exercise of the Option.

Plan Document Acknowledgment.

In accepting the grant of the Option, Participant acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix.

Notifications

Foreign Asset/Account Reporting Information.

If Participant is an Italian resident who, at any time during the fiscal year, holds foreign financial assets (including cash and Shares) which may generate taxable income in Italy, Participant is required to report these assets on his or her annual tax return for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations also apply if Participant is the beneficial owner of foreign financial assets under Italian money laundering provisions.

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Italy.

JAPAN

Terms and Conditions

Tax Consultation.

Participant understand that the Options are not intended to be tax-qualified or tax-preferred under current tax laws of Japan and Participant may need to submit a certain form to the tax office and may suffer adverse tax consequences as a result of your acquisition, holding, or disposition of the Shares. Participant represents that he or she will consult with any tax advisors that he or she deems appropriate in connection with the acquisition, holding, or disposition of the Shares and that Participant is not relying on the Company or any Subsidiary for any tax advice.

Notifications

Foreign Assets Reporting.

Japanese residents holding assets outside of Japan (e.g., Shares acquired under the Plan) with a value exceeding ¥50,000,000 (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such assets. Participant is encouraged to consult with a personal tax advisor in Japan to ensure that Participant is properly complying with these obligations.

Foreign Exchange.

Under certain circumstances, Participant may be required to file a report with the Ministry of Finance if Participant intends to acquire Shares whose value exceeds ¥100,000,000. The reporting, if required, is due within 20 days from the acquisition of the Shares (however, if Participant acquires such Shares through a securities company in Japan, such requirement will not be imposed). The reporting requirements vary depending on whether the relevant payment is made through a bank in Japan.

Participant is advised to seek appropriate professional advice as to how the exchange control regulations, tax, or other laws in Participant's country apply to his or her specific situation. Laws and regulations change frequently and occasionally on a retroactive basis.

NETHERLANDS

Notifications

Prohibition Against Insider Trading.

Participant should be aware of the Dutch insider trading rules, which may affect the sale of Shares acquired under the Plan. In particular, Participant may be prohibited from effecting certain share transactions if Participant has insider information regarding the Company. Below is a discussion of the applicable restrictions. Participant is advised to read the discussion carefully to determine whether the insider rules could apply to him or her. If it is uncertain whether the insider rules apply, the Company recommends that Participant consults with a legal advisor. The Company cannot be held liable if Participant violates the Dutch insider trading rules. Participant is responsible for ensuring his or her compliance with these rules.

Dutch securities laws prohibit insider trading. As of 3 July 2016, the European Market Abuse Regulation ("**MAR**"), is applicable in the Netherlands. For further information, Participant is referred to the website of the Authority for the Financial Markets ("**AFM**"): <https://www.afm.nl/en/professionals/onderwerpen/marktmisbruik>.

Given the broad scope of the definition of inside information, certain employees of the Company working at its Dutch affiliate may have inside information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such inside information. By entering into this Agreement and participating in the Plan, Participant acknowledges having read and understood the notification above and acknowledges that it is Participant's responsibility to comply with the Dutch insider trading rules, as discussed herein.

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in the Netherlands.

POLAND

Notifications

Foreign Exchange Notice.

Participant understands and acknowledges that Participant must notify the National Bank of Poland of the value of all foreign share ownership, including but not limited to Shares acquired under the Plan, if such ownership exceeds a designated threshold. Participant is strongly encouraged to consult with an appropriate legal advisor regarding these requirements.

Securities Disclosure.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Poland.

Employment.

In order to meet the requirements of the Plan Participant authorize the Polish Subsidiary (his or her employer):

- a) to make relevant deductions from his or her remuneration,
- b) to notify the Company about events relevant to his or her right to continue to participate in the Plan.

RUSSIA

Terms and Conditions

U.S. Transactions.

Participant understands that the acceptance of the Options results in an agreement between Participant and the Company that is completed in the United States and that this Agreement is governed by the laws of the State of Delaware. Upon vesting and settlement of the Options, any Shares to be issued to Participant shall be held or delivered to Participant in the United States and in no event will such Shares be delivered to Participant in Russia. Participant acknowledges that Participant is not permitted to sell or otherwise transfer Shares directly to other individuals in Russia, nor is Participant permitted to bring any certificates representing the Shares into Russia (if such certificates are actually issued).

Sale Restrictions.

Depending on the development of local regulatory requirements, the Company reserves the right to require the immediate sale of any Shares to be issued to Participant upon exercise of the Options. By accepting the Options, Participant acknowledges that Participant understands and agree that the Company is authorized to, and may, in its sole discretion, instruct its designated broker to assist with the mandatory sale of Shares issued to Participant upon exercise of the Options (on Participant's behalf pursuant to this authorization) and Participant expressly authorizes the Company's designated broker to complete the sale of such Shares. Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, Participant will receive the cash proceeds, less any Tax Obligations and brokerage fees or commissions.

Cashless Exercise.

Participant acknowledges and agrees that the considerations for the exercise of the Option shall be limited to cashless forms.

Notifications

Securities Law Notification.

This Agreement, the Plan, and all other materials Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. Any issuance of Shares under the Plan has not and will not be registered in Russia and hence the Shares described in any Plan-related documents may not be offered or placed in public circulation in Russia.

Exchange Control Information.

Participant is responsible for complying with any and all Russian foreign exchange requirements in connection with the Options, and Shares acquired and funds remitted out of or into Russia in connection with the Plan. This may include, in certain circumstances, reporting and repatriation requirements. Participant should contact his or her personal advisor regarding any such requirements resulting from participation in the Plan.

Foreign Asset/Account Reporting Information.

Russian residents will be required to notify the Russian tax authorities within one month of opening or closing a foreign bank account or changing any account details. Russian residents are also required to file reports of the transactions in their foreign bank accounts with the Russian tax authorities on an annual basis. In addition, Russian residents are required to report any cash transactions with respect to foreign bank accounts to the Russian tax authorities. The tax authorities can require any supporting documents related to the transactions in a Russian resident's foreign bank account. *Participant should consult his or her personal tax advisor to ensure compliance with applicable requirements.*

Foreign Asset/Account Restrictions.

Certain individuals who hold public office in Russia, as well as their spouses and dependent children, are prohibited from opening or maintaining foreign brokerage or bank accounts and holding any securities, whether acquired directly or indirectly, in a foreign company (including Shares acquired under the Plan).

SINGAPORE

Notifications

The grant of the Option is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“**SFA**”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the Options are subject to section 257 of the SFA and Participant will not be able to make any subsequent sale in Singapore of the Shares acquired through the exercise of the Options or any offer of such sale in Singapore unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Director Notification Obligation.

If Participant is a director, associate director or shadow director of a Singapore Subsidiary, Participant is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singapore Subsidiary in writing when Participant receives an interest (e.g., Options or Shares) in the Company or any Subsidiary. In addition, Participant must notify the Singapore Subsidiary when Participant sells Shares of the Company or any Subsidiary (including when Participant sells Shares acquired through the exercise of Options). These notifications must be made within two business days of acquiring or disposing of any interest in the Company or any Subsidiary. In addition, a notification must be made of Participant’s interests in the Company or any Subsidiary within two business days of becoming a director.

SPAIN

Terms and Conditions

Service Conditions.

This provision supplements Section 12 of this Agreement:

In accepting the Options, Participant consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

Participant understands that the Company has unilaterally, gratuitously, and discretionally decided to grant Options under the Plan to individuals who may be employees of the Company or any Subsidiary throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Subsidiary, over and above the specific terms of the Plan. Consequently, Participant understands that the Options are granted on the assumption and condition that the Options and any Shares acquired upon exercise of the Options are not part of any employment contract (either with the Company or any Subsidiary) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, Participant understands that the Options would not be granted to Participant but for the assumptions and conditions referred to herein; thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Options shall be null and void.

The Options are conditional rights to Shares and will be forfeited in the case of Participant's termination of employment. This will be the case even if (1) Participant is considered to be unfairly dismissed without cause (*despido improcedente*); (2) Participant is dismissed for disciplinary or objective reasons or due to a collective dismissal, whether adjudged or recognized to be with or without cause; (3) Participant terminates employment due to a change of work location, duties or any other material modification of the terms of employment; (4) Participant terminates employment due to unilateral breach of contract of the Company or any of its Subsidiaries; or (5) Participant's employment terminates for any other reason whatsoever (including, but not limited to, mutual agreement, resignation, retirement, death, permanent disability, causes included in the employment contract, expiry of the temporary contract, force majeure and under Article 10.3 of the Royal Decree Law 1382/1985). Consequently, upon termination of Participant's employment for any of the reasons set forth above, Participant will automatically lose any rights to the unvested Options granted to him or her as of the date of Participant's termination of employment, as described in the Plan and this Agreement.

Notifications

Securities Law Notice.

The Option does not qualify under Spanish Law as securities. No "offer to the public," as defined under Spanish Law, has taken place or will take place in the Spanish territory. Neither the Plan nor this Agreement have been registered with the *Comisión Nacional del Mercado de Valores* and do not constitute a public offering prospectus.

Foreign Assets Reporting.

Participant may be subject to certain tax reporting requirements with respect to assets or rights that Participant holds outside of Spain, including bank accounts, securities and real estate if the aggregate value for particular category of assets exceeds €50,000 as of December 31 each year. Shares acquired under the Plan or other equity programs offered by the Company constitute securities for purposes of this requirement, but unvested Options are not subject to this reporting requirement.

If applicable, Participant must report Participant's foreign assets on Form 720 by no later than March 31 following the end of the relevant year. After the rights and/or assets are initially reported, the reporting obligation will only apply if the value of previously-reported rights or assets increases by more than €20,000 as of each subsequent December 31. Participant is encouraged to consult with his or her personal advisor to determine any obligations in this respect.

Share Reporting Requirement.

The acquisition of Shares must be declared for statistical purposes to the Direccion General de Comercio e Inversiones (the "DGCI"), the Bureau for Commerce and Investments, which is a department of the Ministry of Economy and Competitiveness. Generally, the declaration must be filed in January for shares owned as of December 31 of each year; however, if the value of the Shares acquired or the amount of the sale proceeds exceeds a designated amount the declaration must be filed within one month of the acquisition or sale, as applicable. Participant should consult with Participant's personal advisor to determine Participant's obligations in this respect.

Foreign Currency Payments.

When receiving foreign currency payments exceeding €50,000 derived from the ownership of Shares (i.e., dividends or proceeds from the sale of the Shares), Participant must inform the financial institution receiving the payment of the basis upon which such payment is made. Participant will need to provide the following information: (i) Participant's name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment and the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required.

SWEDEN

Notifications

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Sweden.

Terms and Conditions

Exchange Control.

Participant understands and agrees that foreign and local banks or financial institutions (including brokers) engaged in cross-border transactions generally may be required to report any payments to or from a foreign country exceeding a certain amount to The National Tax Board, which receives the information on behalf of the Swedish Central Bank (Sw.Riksbanken). This requirement may apply even if Participant has a brokerage account with a foreign broker.

SWITZERLAND

Notifications

Securities Law Notification.

Neither this Agreement nor this Appendix constitutes a prospectus pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland, and neither this Agreement nor this Appendix nor any other offering or marketing material relating to the Options may be publicly distributed or otherwise made publicly available in Switzerland. Neither this Agreement nor this Appendix, nor the Company nor the Options have been or will be filed with or approved by any Swiss regulatory authority. The Options are not subject to the supervision by the Swiss Financial Markets Supervisory Authority FINMA ("**FINMA**"), and Participants acquiring Options will not benefit from protection or supervision by FINMA.

TAIWAN

Terms and Conditions

Data Privacy Acknowledgement.

Participant hereby acknowledges that Participant has read and understood the terms regarding the collection, processing, and transfer of Data contained in the Data Privacy section of this Agreement and, by participating in the Plan, Participant agree to such terms. In this regard, upon request of the Company or any Subsidiary retaining Participant's service, Participant agree to provide an executed data privacy consent form to the Company or any Subsidiary retaining Participant's service (or any other agreements or consents that may be required by the Company or any Subsidiary retaining Participant's service) that the Company or any Subsidiary retaining Participant's service may deem necessary to obtain under the data privacy laws in Participant's country, either now or in the future. Participant understands that Participant will not be able to participate in the Plan if Participant fails to execute any such consent or agreement.

Notifications

Securities Disclaimer.

Neither the Plan nor the Option are registered in Taiwan with the Securities and Futures Bureau or subject to the securities laws of Taiwan.

Exchange Control Information.

If the transaction amount exceeds a legally designated amount in a single transaction, Taiwanese residents must submit a Foreign Exchange Transaction Form and provide supporting documentation to the satisfaction of the remitting bank. In addition, if the transaction amount exceeds a legally designated amount, Participant may be required to provide additional supporting documentation to the satisfaction of the bank involved in the transaction. Participant should consult with his or her personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

UNITED KINGDOM

Terms and Conditions

Responsibility for Taxes.

The following provisions supplement Section 7 of the Agreement:

If payment or withholding of income taxes is not made within ninety (90) days of the end of the tax year in which the income tax liability arises, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the "Due Date"), the amount of any uncollected income tax shall constitute a loan owed by Participant to the employer, effective on the Due Date. Participant understands and agrees that the loan will bear interest at the then-current official rate of Her Majesty's Revenue and Customs ("HMRC"), it will be immediately due and repayable by Participant, and the Company and/or the employer may recover it at any time thereafter by any of the means referred to in Section 7 of the Agreement.

Notwithstanding the foregoing, if Participant is a director or an executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), Participant will not be eligible for such a loan to cover the uncollected income tax. In the event that Participant is a director or executive officer and the income tax is not collected from or paid by Participant by the Due Date, Participant understands that the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions ("**NICs**") may be payable. Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the employer (as appropriate) for the value of any employee NICs due on this additional benefit, which the Company and/or the employer may recover from Participant by any of the means referred to in Section 7 of the Agreement.

Notifications

Securities Disclosure.

Neither this Agreement nor Appendix is an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 ("**FSMA**") and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan and the Option are exclusively available in the UK to bona fide employees and former employees and any other UK Subsidiary.

Non-Qualification.

The Option is not intended to be tax-qualified or tax-preferred for purposes of tax rules in the United Kingdom.

Tax Consultation.

Participant understands that he or she may suffer adverse tax consequences as a result of Participant's acquisition or disposition of the Shares. Participant represents that he or she will consult with any tax advisors Participant deems appropriate in connection with the acquisition or disposition of the Shares and that Participant is not relying on the Company or any Subsidiary for any tax advice.

10x GENOMICS, INC.
2019 OMNIBUS INCENTIVE PLAN RESTRICTED STOCK UNIT AWARD NOTICE

Participant has been granted Restricted Stock Units with the terms set forth in this Award Notice, and subject to the terms and conditions of the Plan and the Restricted Stock Unit Agreement to which this Award Notice is attached. Capitalized terms used and not defined in this Award Notice will have the meanings set forth in the Restricted Stock Unit Agreement and the Plan.

Participant:

Date of Grant:

Number of Restricted Stock Units Granted:

Vesting Commencement Date:

Expiration Date:

Vesting Schedule:

Additional Terms and Acknowledgements:

If the number of Shares is not evenly divisible, then no fractional Share will vest and the installments will be as equal as possible with the smaller installment(s) vesting first. Each such right of issuance will be cumulative and will continue, unless sooner terminated as herein provided.

The following provisions shall only apply to Participant if Participant resides in the United States:

Participant understands that the terms of this award of RSUs explicitly include the following (a "**Sell to Cover**"): Upon vesting of the RSUs and issuance of the resulting Shares, the Company, on Participant's behalf, will instruct the Company's transfer agent (together with any other party the Company determines necessary to execute the Sell to Cover, the "**Agent**") to sell that number of Shares determined in accordance with Section 4 of the Restricted Stock Unit Agreement as may be necessary to satisfy any resulting withholding tax obligations on the Company, and the Agent will remit the cash proceeds of such sale to the Company. The Company shall then make a cash payment equal to the required tax withholding from the cash proceeds of such sale directly to the appropriate taxing authorities.

10x GENOMICS, INC.
2019 OMNIBUS INCENTIVE PLAN RESTRICTED STOCK UNIT AGREEMENT
(U.S. and Non-U.S. Participants)

This RESTRICTED STOCK UNIT AGREEMENT, effective as of the Date of Grant (as defined below), is made by and between 10x Genomics, Inc., a Delaware corporation (the "**Company**"), and Participant (as defined below). Capitalized terms have the meaning set forth in Section 1 hereof, or, if not otherwise defined herein, in the 10x Genomics, Inc. 2019 Omnibus Incentive Plan (as it may be amended from time to time, the "**Plan**").

1. Definitions.

The following terms have the following meanings for purposes of this Agreement:

- (a) "**Agreement**" means this Restricted Stock Unit Agreement, including (unless the context otherwise requires) the Award Notice and any special terms and conditions for Participant's country included in any appendices attached hereto.
- (b) "**Award Notice**" means the award notice to Participant.
- (c) "**Date of Grant**" means the "Date of Grant" listed in the Award Notice.
- (d) "**Officer**" means "officer" as defined under Rule 16a-1(f) of the Exchange Act.
- (e) "**Participant**" means the "Participant" listed in the Award Notice.
- (f) "**Restrictive Covenant Violation**" means Participant's breach of any restrictive covenant or any similar provision applicable to or agreed to by Participant.
- (g) "**Shares**" means the underlying shares of Class A Common Stock received upon settlement of a Restricted Stock Unit, as adjusted in accordance with the Plan.

2. Grant of Restricted Stock Units.

- (a) Effective as of the Date of Grant but subject to Section 24 hereof, the Company hereby irrevocably grants to Participant the number of Restricted Stock Units listed in the Award Notice as "Number of Restricted Stock Units Granted" (the "**RSU Award**"), which represents the right to receive Shares upon the settlement of Restricted Stock Units, subject to, and in accordance with, the terms, conditions and restrictions set forth in the Plan, the Award Notice and this Agreement. The RSU Award shall vest and become nonforfeitable in accordance with the "Vesting Schedule" set forth on the Award Notice.
- (b) The RSU Award granted hereunder is subject to the Plan and the terms of the Plan are hereby incorporated into this Agreement. By accepting the RSU Award, Participant acknowledges that Participant has received and read the Plan and agrees to be bound by the terms, conditions and restrictions set forth in the Plan, this Agreement and the Company's policies, as in effect from time to time, relating to the Plan. In the event of any conflict between one or more of this Agreement, the Award Notice and the Plan, the Plan will govern this Agreement and the Award Notice, and the Agreement (to the extent not in conflict with the Plan) will govern the Award Notice.

3. Settlement of Restricted Stock Units.

- (a) Any Restricted Stock Unit which has become vested in accordance with this Agreement shall be settled as soon as reasonably practicable following the vesting of such Restricted Stock Unit (and,

in any event, no later than the date which is two and one-half months following the end of the calendar year in which the Restricted Stock Unit vested).

(b) Upon the settlement of a vested Restricted Stock Unit, the Company shall pay to Participant an amount equal to one (1) Share. As determined by the Committee, the Company shall pay such amount in (x) cash, (y) Shares or (z) any combination thereof. Any fractional Shares may be settled in cash, at the Committee's election.

(c) Notwithstanding anything in this Agreement to the contrary, the Company shall not have any obligation to issue or transfer any Shares as contemplated by this Agreement unless and until such issuance or transfer complies with all relevant provisions of law. As a condition to the settlement of any portion of the RSU Award evidenced by this Agreement, Participant may be required to deliver certain documentation to the Company.

(d) Participant will not be deemed to be the holder of, or to have any of the rights and privileges of a stockholder of the Company (including the right to vote or receive dividends) in respect of, Shares received upon the settlement of Restricted Stock Units until (i) the Company has issued the Shares in connection with such settlement pursuant to the terms of this Agreement and (ii) Participant has paid any applicable withholding taxes in accordance with Section 4 below.

4. Withholding.

(a) **The following provisions shall only apply to Participant if Participant resides in the United States:** The Company shall have the right and is hereby authorized to withhold, any applicable withholding taxes in respect of the Restricted Stock Units, their vesting or settlement or any payment or transfer with respect to the Restricted Stock Units at the minimum applicable statutory rates, and to take such action as may be necessary in the opinion of the Committee to satisfy all obligations for the payment of such withholding taxes. Regardless of any action taken by the Company or any other Subsidiary with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding (the "**Tax Obligations**"), Participant acknowledges that the ultimate liability for all Tax Obligations legally due by Participant is and remains Participant's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Unit, including the grant, vesting and settlement of the Restricted Stock Unit, the subsequent sale of Shares acquired pursuant to such vesting, or the receipt of any dividends and (ii) does not commit to structure the terms of the grant or any other aspect of the Restricted Stock Unit to reduce or eliminate Participant's liability for Tax Obligations. Tax obligations upon vesting and/or settlement of the Shares shall be satisfied by using a Sell to Cover pursuant to the Grant Notice. The Company shall not be obligated to deliver any Shares to Participant or Participant's legal representative unless and until Participant or Participant's legal representative shall have paid or otherwise satisfied in full the amount of all Tax Obligations applicable to the taxable income of Participant resulting from the grant or vesting of the RSUs or the issuance of Shares. By accepting this award of RSUs, Participant has agreed to a Sell to Cover to satisfy any Tax Obligations calculated at up to the maximum statutory tax rate, as determined by the Company, and Participant hereby acknowledges and agrees:

- Participant hereby appoints the Agent as Participant's agent and authorizes the Agent to (1) sell on the open market at the then prevailing market price(s), on Participant's behalf, as soon as practicable on or after the date the Shares are issued upon vesting of the RSUs, that number (rounded up to the next whole number) of the Shares so issued necessary to generate proceeds to cover (x) any Tax Obligations incurred with respect to such vesting or issuance based on up to the maximum statutory tax rates, as determined by the Company, and (y) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto and (2) in the Company's discretion, apply any remaining funds to Participant's federal tax withholding or remit such remaining funds to Participant.
- Participant hereby authorizes the Company and the Agent to cooperate and communicate with one another to determine the number of Shares that must be sold pursuant to the first subsection above.

- Participant understands that the Agent may effect sales as provided in subsection (i) above in one or more sales and that the average price for executions resulting from bunched orders will be assigned to Participant's account. In addition, Participant acknowledges that it may not be possible to sell Shares as provided in the first subsection above due to (1) a legal or contractual restriction applicable to the Participant or the Agent, (2) a market disruption or (3) rules governing order execution priority on the national exchange where the Shares may be traded. In the event of the Agent's inability to sell Shares, Participant will continue to be responsible for the timely payment to the Company and/or its affiliates of all Tax Obligations that are required by applicable laws and regulations to be withheld.
- Participant acknowledges that regardless of any other term or condition of this Section 4, the Agent will not be liable to Participant for (1) special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind or (2) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control.
- Participant hereby agrees to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this Section 4. The Agent is a third-party beneficiary of this Section 4.
- This Section 4(a) shall terminate not later than the date on which all tax withholding and obligations arising in connection with the vesting and issuance of the RSUs have been satisfied.

(b) **The following provisions shall only apply to Participant if Participant resides outside the United States:**

(i) **In General.** Regardless of any action taken by the Company or any other Subsidiary with respect to Tax Obligations, Participant acknowledges that the ultimate liability for all Tax Obligations legally due by Participant is and remains Participant's responsibility and that the Company (a) makes no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Unit, including the grant, vesting and settlement of the Restricted Stock Unit, the subsequent sale of Shares acquired pursuant to such vesting, or the receipt of any dividends and (b) does not commit to structure the terms of the grant or any other aspect of the Restricted Stock Unit to reduce or eliminate Participant's liability for Tax Obligations. At the time of settlement of the Restricted Stock Unit, Participant shall pay or make adequate arrangements satisfactory to the Company to satisfy all withholding obligations of the Company and any other Subsidiary. In this regard, at the time the Restricted Stock Unit is vested, in whole or in part, or at any time thereafter as requested by the Company or any other Subsidiary, Participant hereby authorizes withholding of all applicable Tax Obligations from payroll and any other amounts payable to Participant, and otherwise agrees to make adequate provision for withholding of all applicable Tax Obligations, if any, by each Subsidiary which arise in connection with the Restricted Stock Unit. The Company shall have no obligation to deliver Shares until the Tax Obligations as described in this Section have been satisfied by Participant.

(ii) **Withholding or Directed Sale of Shares.** The Company shall have the right, but not the obligation, to require Participant to satisfy all or any portion of a Subsidiary's Tax Obligations upon settlement of the Restricted Stock Unit by deducting from the Shares otherwise issuable to Participant a number of whole Shares having a Fair Market Value, as determined by the Company as of the date of vesting, not in excess of the amount of such Tax Obligations determined by the applicable minimum statutory withholding rates. The Company may require Participant to direct a broker, upon the vesting of the Restricted Stock Unit, to sell a portion of the Shares subject to the Restricted Stock Units determined by the Company in its discretion to be sufficient to cover the Tax Obligations of any Subsidiary and to remit an amount equal to such Tax Obligations to the Company in cash.

5. Termination of Employment or Service.

(a) In the event that Participant's employment with, or service to, the Company Group terminates for any reason, any unvested portion of the RSU Award will be forfeited and all of Participant's

rights under this Agreement will terminate as of the effective date of Termination (the "**Termination Date**") (unless otherwise provided for by the Committee in accordance with the Plan).

(b) Participant's rights with respect to the RSU Award will not be affected by any change in the nature of Participant's employment or service so long as Participant continues to be an employee, consultant or director of the Company Group. Whether (and the circumstances under which) employment or service has terminated and the determination of the Termination Date for the purposes of this Agreement will be determined by the Committee (or, with respect to any Participant who is not a director or Officer, its designee, whose good faith determination will be final, binding and conclusive; provided, that such designee may not make any such determination with respect to the designee's own employment for purposes of the RSU Award).

6. Restrictions on Transfer.

(a) Participant may not assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Stock Units or Participant's right under the RSU Award to receive Shares, other than in accordance with Section 13(b) of the Plan.

(b) Participant agrees that in the event the Company advises Participant that it plans an underwritten public offering of Shares in compliance with the Securities Act and that the underwriter(s) seek to impose restrictions under which certain shareholders may not sell or contract to sell or grant any option to buy or otherwise dispose of part or all of their stock purchase rights of the underlying Shares, Participant hereby agrees that for a period not to exceed 180 days from the prospectus, Participant will not sell or contract to sell or grant an option to buy or otherwise dispose of any Shares subject to this Agreement without the prior written consent of the underwriter(s) or its representative(s).

7. Repayment of Proceeds; Clawback Policy.

The Shares underlying the RSU Award and all proceeds related to such Shares are subject to the clawback and repayment terms set forth in Sections 13(v) and 13(x) of the Plan and the Company's clawback policy, as in effect from time to time, to the extent Participant is a director or Officer. In addition, if a Restrictive Covenant Violation occurs, Participant shall be required, in addition to any other remedy available (on a non-exclusive basis), to pay to the Company, within ten (10) business days of the Company's request to Participant therefor, an amount equal to the aggregate after-tax proceeds (taking into account all amounts of tax that would be recoverable upon a claim of loss for payment of such proceeds in the year of repayment) Participant received either in cash in respect of the settlement of Restricted Stock Units, or upon the sale or other disposition of, or dividends or distributions in respect of, Shares received upon the settlement of Restricted Stock Units.

8. No Right to Continued Employment or Service.

Neither the Plan nor this Agreement nor Participant's receipt of the Restricted Stock Units hereunder shall impose any obligation on the Company or any Affiliate to continue the employment or service of Participant. Further, the Company or any Affiliate (as applicable) may at any time terminate the employment or service of Participant, free from any liability or claim under the Plan or this Agreement, except as otherwise expressly provided herein.

9. Service Conditions.

The following provisions shall only apply to Participant if Participant resides outside the United States: In accepting the Restricted Stock Units hereunder, Participant acknowledges that:

(a) Any notice period mandated under local law shall not be treated as service for the purpose of determining the vesting of the Restricted Stock Units; and Participant's right to vest the Restricted Stock Units after termination of service, if any, will be measured by the date of termination of Participant's active service and will not be extended by any notice period mandated under local law. Subject to the foregoing and the provisions of the Plan, the Company, in its sole discretion, shall determine whether Participant's service has terminated and the effective date of such termination.

(b) The vesting of the Restricted Stock Units shall cease upon, and no Shares shall become vested following, Participant's termination of service for any reason except as may be explicitly provided by the Plan or this Agreement.

(c) The Plan is established voluntarily by the Company. It is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement.

(d) The grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted repeatedly in the past.

(e) All decisions with respect to future Restricted Stock Units grants, if any, will be at the sole discretion of the Company.

(f) Participant's participation in the Plan shall not create a right to further service with the Company or any Subsidiary and shall not interfere with the ability of any Subsidiary to terminate Participant's service at any time, with or without cause subject to applicable law.

(g) Participant is voluntarily participating in the Plan.

(h) The Restricted Stock Units grant is an extraordinary item that does not constitute compensation of any kind for service of any kind rendered to any Subsidiary, and which is outside the scope of Participant's employment contract, if any.

(i) The Restricted Stock Unit is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(j) In the event that Participant is not an employee of the Company or Subsidiary, the Restricted Stock Units grant will not be interpreted to form an employment contract or relationship with the Company or Subsidiary; and furthermore the Restricted Stock Units grant will not be interpreted to form an employment contract with any other Subsidiary.

(k) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty. If the underlying Shares do not increase in value, the Restricted Stock Units will have no value. If Participant obtains Shares after vesting of Restricted Stock Units, the value of those Shares acquired may increase or decrease in value.

(l) No claim or entitlement to compensation or damages arises from termination of the Restricted Stock Units or diminution in value of the Restricted Stock Units or Shares granted after the Restricted Stock Units vesting resulting from termination of Participant's service (for any reason whether or not in breach of local law) and Participant irrevocably releases the Company and each other Subsidiary from any such claim that may arise. If, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by signing this Agreement, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such a claim.

10. Adjustments.

The terms of this Agreement, including, without limitation, the number of Shares underlying the Restricted Stock Units, will be subject to adjustment in accordance with Section 11 of the Plan.

11. Securities Laws; Cooperation.

Upon the vesting of any unvested Restricted Stock Units, Participant will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws, the Plan or this Agreement. Participant further agrees to cooperate

with the Company in taking any action reasonably necessary or advisable to consummate the transactions contemplated by this Agreement.

12. Notices.

Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to Participant at the address appearing in the personnel records of the Company for such Participant or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

13. Governing Law; Venue; Jury Trial Waiver; Language.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and performed wholly within the State of Delaware, without giving effect to the conflict of laws provisions thereof. For purposes of litigating any dispute that may arise directly or indirectly from this Agreement, the parties hereto hereby submit and consent to the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California or the federal courts of the United States located in California and no other courts. Each of Participant, the Company and any transferees who hold a portion of the RSU Award pursuant to a valid assignment hereby irrevocably waives any right to a jury trial. If Participant has received a copy of this Agreement (or the Plan or any other document related hereto or thereto) translated into a language other than English, such translated copy is qualified in its entirety by reference to the English version thereof, and in the event of any conflict the English version will govern. Participant acknowledges that Participant is sufficiently proficient in English to understand the terms and conditions of this Agreement.

14. Severability.

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement will not be affected by such holding and will continue in full force in accordance with their terms.

15. Successors in Interest.

Any successor to the Company will have the benefits of the Company under, and be entitled to enforce, this Agreement. Likewise, Participant's legal representative will have the benefits of Participant under, and be entitled to enforce, this Agreement. All obligations imposed upon Participant and all rights granted to the Company under this Agreement will be final, binding and conclusive upon Participant's heirs, executors, administrators and successors.

16. Data Privacy Acknowledgement.

The following provisions shall only apply to Participant if he or she resides outside the European Economic Area or the United Kingdom:

(a) **General.** Participant hereby explicitly and unambiguously acknowledges and agrees to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, Participant's employer or contracting party (the "**Service Recipient**") and the Company for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. If Participant does not choose to participate in the Plan, his or her employment status or service with the Company Group will not be adversely affected. Participant understands that the Company may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address and telephone number, work location and phone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, hire date, any shares of stock or directorships held in the Company, details of all awards or any other entitlement to shares awarded, cancelled, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing Participant's participation in the Plan ("**Personal Data**").

(b) **Use of Personal Data; Retention.** Participant understands that Personal Data may be transferred to Fidelity or any other third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in Participant's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country. Participant understands that Participant may request a list with the names and addresses of any potential recipients of the Personal Data by contacting Participant's local human resources representative. Participant authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan. Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that Participant may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources representative.

(c) **Withdrawal of Consent.** Participant understands that Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke Participant's consent, Participant's employment status or service with the Service Recipient will not be affected; the only consequence of Participant's refusing or withdrawing Participant's consent is that the Company would not be able to grant Restricted Stock Units or other equity awards to Participant or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing Participant's consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that Participant may contact Participant's local human resources representative.

The following provisions shall only apply to Participant if he or she resides in the European Economic Area or the United Kingdom or Switzerland:

(a) **Data Collected and Purposes of Collection.** Participant understands that the Company, acting as controller, as well as the employer, may collect, to the extent permissible under applicable law, certain personal information about Participant, including name, home address and telephone number, information necessary to process the awards (e.g., mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification number, salary, nationality, job title, employment location, any capital shares or directorships held in the Company (but only where needed for legal or tax compliance), any other information necessary to process mandatory tax withholding and reporting, details of all awards granted, canceled, vested, unvested or outstanding in Participant's favor, and where applicable service termination date and reason for termination (all such personal information is referred to as "**Data**"). The Data is collected from Participant, the Subsidiary, and from the Company, for the exclusive purpose of implementing, administering and managing the Plan pursuant to the terms of this Agreement. The legal basis (that is, the legal justification) for processing the Data is to perform this Agreement. The Data must be provided in order for Participant to participate in the Plan and for the parties to this Agreement to perform their respective obligations thereunder. If Participant does not provide Data, he or she will not be able to participate in the Plan and become a party to this Agreement.

(b) **Transfers and Retention of Data.** Participant understands that the employer Subsidiary will transfer Data to the Company for purposes of plan administration. The Company and the employer or a Subsidiary may also transfer Participant's Data to other service providers (such as accounting firms, payroll processing firms or tax firms), as may be selected by the Company in the future, to assist the Company with the implementation, administration and management of this Agreement. Participant understands that the recipients of the Data may be located in the United States, a country that does not benefit from an adequacy decision issued by the European Commission and is not listed by the Swiss supervisory authority as a country with adequate data protection legislation. Where a recipient is located in a country that does not benefit from an adequacy decision or adequacy listing, the transfer of the Data to that recipient will be made pursuant to European Commission-approved standard contractual clauses, a copy of which may be obtained at gc@10xgenomics.com. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's rights and obligations under this Agreement, and for the duration of the relevant statutes of limitations, which may be longer than the term of this Agreement.

(c) **Participant's Rights in Respect of Data.** The Company will take steps in accordance with applicable legislation to keep Data accurate, complete and up-to-date. Participant is entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). Participant also has the right to request access to his or her Data as well as additional information about the processing of that Data. Further, Participant is entitled to object to the processing of Data or have Participant's Data erased, under certain circumstances. As from May 25, 2018, and subject to conditions set forth in applicable law, Participant also is entitled to (i) restrict the processing of his or her Data so that it is stored but not actively processed (e.g., while the Company assesses whether Participant is entitled to have Data erased) and (ii) receive a copy of the Data provided pursuant to this Agreement or generated by Participant, in a common machine-readable format. To exercise his or her rights, Participant may contact the local human resources representative. Participant may also contact the relevant data protection supervisory authority, as he or she has the right to lodge a complaint. The data protection officer may be contacted at gc@10xgenomics.com.

17. Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation.

By accepting this Agreement and the grant of the Restricted Stock Units evidenced hereby, Participant expressly acknowledges that (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be suspended or terminated by the Company at any time to the extent permitted by the Plan; (b) the grant of the Restricted Stock Units is exceptional, voluntary and occasional and it does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past; (c) all determinations with respect to future restricted stock unit grants, if any, including the grant date and the number of restricted stock units granted, will be at the sole discretion of the Company; (d) Participant's participation in the Plan is voluntary and not a condition of employment, and Participant may decline to accept the RSU Award without adverse consequences to Participant's continued employment relationship with the Company Group; (e) the value of the Restricted Stock Unit is an extraordinary item that is outside the scope of Participant's employment contract, if any, and nothing can or must automatically be inferred from such employment contract or its consequences; (f) Restricted Stock Units and any Shares acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation for any purpose and are not to be used for calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, Participant waives any claim on such basis and, for the avoidance of doubt, the Restricted Stock Units will not constitute an "acquired right" under the applicable law of any jurisdiction; (g) if the underlying Shares do not increase in value, the Restricted Stock Units will have no value; (h) if Participant settles the Restricted Stock Units and acquires Shares, the value of such Shares may increase or decrease in value; and (i) the future value of the underlying Shares is unknown and cannot be predicted with certainty. In addition, Participant understands, acknowledges and agrees that Participant will have no rights to compensation or damages related to Restricted Stock Unit proceeds in consequence of the termination of Participant's employment for any reason whatsoever and whether or not in breach of contract.

18. Book Entry; Certificates.

Upon the settlement of any portion of the RSU Award in Shares pursuant to this Agreement, the Company shall recognize Participant's ownership of such Shares through uncertificated book entry. If elected by the Company, certificates evidencing the Shares may be issued by the Company and any such certificates shall be registered in Participant's name on the stock transfer books of the Company promptly after the date hereof, but shall remain in the physical custody of the Company or its designee at all times prior to the later of (a) the settlement of any portion of the RSU Award pursuant to this Agreement and (b) the expiration of any transfer restrictions set forth in this Agreement or otherwise applicable to the Shares. As soon as practicable following such time, any certificates for the Shares shall be delivered to Participant or to Participant's legal guardian or representative along with the stock powers relating thereto. However, the Company shall not be liable to Participant for damages relating to any delays in issuing the certificates (if any) to Participant, any loss by Participant of the certificates, or any mistakes or errors in the issuance of the certificates or in the certificates themselves.

19. Legend.

To the extent applicable, all book entries (or certificates, if any) representing the Shares delivered to Participant as contemplated by Section 3 above shall be subject to the rules, regulations and other

requirements of the U.S. Securities and Exchange Commission, any stock exchange upon which such Shares are listed, and any applicable Federal or state laws, and the Company may cause notations to be made next to the book entries (or a legend or legends put on certificates, if any) to make appropriate reference to such restrictions. Any such book entry notations (or legends on certificates, if any) shall include a description to the effect of the restrictions set forth in Sections 2 and 6 hereof.

20. Award Administrator.

The Company may from time to time designate a third party administrator to assist the Company in the implementation, administration and management of the Plan and any Restricted Stock Units granted thereunder, including by sending award notices on behalf of the Company to Participants, and by facilitating through electronic means acceptance of Agreement by Participants and settlements of Restricted Stock Units.

21. Amendment.

The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate this Agreement, but no such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination shall materially adversely affect the rights of Participant hereunder without the consent of Participant.

22. Section 409A.

It is intended that the Restricted Stock Units granted hereunder shall be exempt from Section 409A of the Code pursuant to the "short-term deferral" rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder.

23. Electronic Delivery and Acceptance.

This Agreement may be executed electronically and in counterparts. The Company may, in its sole discretion, decide to deliver any documents related to the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company. Participant agrees that the foregoing online or electronic participation in the Plan shall have the same force and effect as documentation executed in hardcopy written form.

24. Acceptance and Agreement by Participant; Forfeiture upon Failure to Accept.

The grant of Restricted Stock Units hereunder will lapse ninety (90) days from the Date of Grant, and the RSU Award granted hereunder will be forfeited on such date if Participant has not accepted this Agreement by such date. For the avoidance of doubt, Participant's failure to accept this Agreement will not affect Participant's continuing obligations under any other agreement between the Company and Participant. If the attempted electronic delivery of such documents fails, Participant will be provided with a paper copy of the documents. Participant acknowledges that he or she may receive from the Company a paper copy of any documents that were delivered electronically at no cost to him or her by contacting the Company by telephone or in writing. Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Participant agrees that the foregoing online or electronic participation in the Plan shall have the same force and effect as documentation executed in hardcopy written form. Finally, Participant understands that he or she is not required to consent to electronic delivery of documents.

25. No Advice Regarding Grant.

Notwithstanding anything herein to the contrary, Participant acknowledges and agrees that the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or Participant's acquisition or sale of the underlying Shares received upon settlement of the Restricted Stock Units. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

26. Imposition of Other Requirements.

The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Restricted Stock Units and on any Shares received upon settlement of Restricted Stock Units under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

27. Language.

If Participant has received this Agreement, or any other document related to the Restricted Stock Units and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

28. No Advice Regarding Grant.

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

29. Imposition of Other Requirements.

The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Restricted Stock Units and on any Shares, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

30. Country-Specific Terms and Conditions.

The following provisions shall only apply to Participant if Participant resides outside the United States: Notwithstanding any provisions of this Agreement to the contrary, the Restricted Stock Units grant shall be subject to any special terms and conditions applicable for Participant's country of residence (and country of employment, if different) as respectively set forth in an appendix to this Agreement (an "**Appendix**"). Further, if Participant transfers his or her residence and/or employment to another country reflected in an Appendix to this Agreement at the time of transfer, the special terms and conditions for such country will apply to Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the Restricted Stock Units and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate Participant's transfer). In all circumstances, any applicable section(s) of the Appendix shall constitute part of this Agreement.

31. Waiver.

Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other participant in the Plan.

APPENDIX TO
10x GENOMICS, INC.
2019 OMNIBUS INCENTIVE PLAN RESTRICTED STOCK UNIT AGREEMENT
FOR NON-UNITED STATES PARTICIPANTS

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Restricted Stock Units granted to Participant under the Plan if he or she resides in one of the countries listed below. Certain capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the main body of the Agreement.

Notifications

This Appendix also includes information regarding exchange controls and certain other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information in this Appendix as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time Participant vests in the Shares or sells the Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Participant's particular situation and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws of Participant's country may apply to his or her situation.

Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working or transfers to another country after the grant of the Restricted Stock Units, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to Participant in the same manner. In addition, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to Participant under these circumstances.

AUSTRALIA

Terms and Conditions

Offer of Stock Awards.

The Board, in its absolute discretion, may make a written offer to an eligible Participant who is an Australian resident it chooses to accept Restricted Stock Units.

The offer shall specify the maximum number of Restricted Stock Units subject to a stock award which Participant may accept, the date of grant, the expiration date, the vesting conditions (if any), any applicable holding period and any disposal restrictions attaching to the Restricted Stock Units or the resultant shares (all of which may be set by the Board in its absolute discretion).

The offer is intended to receive tax-deferred treatment under Subdivision 83A-C of the Income Tax Assessment Act 1997(Cth).

The offer shall be accompanied by an acceptance form and a copy of the Plan and the Agreement or, alternatively, details on how Participant may obtain a copy of the Plan and the Agreement.

Grant of Awards.

If Participant validly accepts the Board's offer of Restricted Stock Units, the Board must grant Participant the Restricted Stock Units for the number of shares for which the Restricted Stock Units were accepted. However, the Board must not do so if Participant has ceased to be an eligible person at the date when the Restricted Stock Units are to be granted or the Company is otherwise prohibited from doing so under the Corporations Act 2001(Cth) (the "**Corporations Act**") without a disclosure document, product disclosure statement or similar document.

The Company must provide a stock award agreement in respect of the stock award granted to Participant to be executed by Participant as soon as practicable after the date of grant.

Stock awards granted to Participant under this Appendix that are Restricted Stock Units must not have an Expiration Date exceeding fifteen (15) years from the date of grant.

Tax Deferred Treatment.

Ordinary Shares. Restricted Stock Units issued to Participant under this Appendix must relate to ordinary shares. For the purpose of this Appendix, ordinary shares shall be defined in accordance with their ordinary meaning under Australian law.

Predominant business of the Company. Restricted Stock Units must not be issued where those Restricted Stock Units relate to shares in a company that has a predominant business of the acquisition, sale or holding of shares, securities or other investments.

Real risk of forfeiture. Stock awards that are Restricted Stock Units issued to Participant must have a real risk of forfeiture, the vesting conditions by which this risk is achieved are to be determined by the Board in its absolute discretion.

10% limit on shareholding and voting power. Immediately after Participant acquires the RSU, Participant must not: (i) hold a beneficial interest in more than 10% of the shares in the Company; or (ii) be in a position to cast, or control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of the Company. For the purposes of these thresholds, stock awards that are Restricted Stock Units are treated as if they have been vested and converted into common stock.

Notifications

Securities Law Information.

The offering and resale of Shares acquired under the Plan to a person or entity resident in Australia may be subject to disclosure requirements under Australian law. Participant should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.

Exchange Control Information.

Australian residents must report inbound and/or outbound cash transactions exceeding A\$10,000 and inbound and/or outbound international fund transfers of any value if the transfers do not involve an Australian bank.

No Advice or Recommendation.

This Agreement is not intended to provide the sole or principal basis of any investment or credit decision or any other risk evaluation. The information contained in this Agreement is not a recommendation by the Company or any other person that subscribes for Shares in the Company. Each Participant must conduct his or her own investigations and analysis of the operations and prospects of the Company that it considers necessary or desirable and should determine for itself its interest in acquiring Shares in the Company on the basis of such independent assessment and investigation.

AUSTRIA

Notifications

Securities Law Information.

The grant of Restricted Stock Units under the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Austria.

Consumer Protection Information.

Participant may be entitled to revoke this Agreement on the basis of the Austrian Consumer Protection Act (the "**Act**") under the conditions listed below, if the Act is considered to be applicable to this Agreement and the Plan:

- (i) The revocation must be made within one week after the acceptance of this Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if Participant returns this Agreement to the Company or the Company's representative with language that can be understood as Participant's refusal to conclude or honor this Agreement, provided the revocation is sent within the period discussed above.

Exchange Control Information.

If Participant holds securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of Shares and any cash dividends) outside of Austria (even if Participant holds them outside of Austria at a branch of an Austrian bank), Participant may be required to report certain information to the Austrian National Bank if certain thresholds are exceeded. Participant is encouraged to consult his/her personal legal or tax advisor to understand how these rules apply to Participant's particular situation.

BELGIUM

Notifications

Securities Law Information.

The grant of the Restricted Stock Units under the Plan is exempt from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Belgium.

Foreign Asset/Account Reporting Information.

Belgian residents are required to report any securities (*i.e.*, Shares acquired under the Plan) or bank accounts opened and maintained outside Belgium on their annual tax returns. Belgian residents are also required to complete a separate report providing the National Bank of Belgium with details regarding any such account. This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des crédits* caption.

CANADA

Terms and Conditions

Termination of Continuous Service Status.

Notwithstanding any provision of the Plan or the Agreement, the following provision shall apply to Participants employed in Canada on the date on which notification of termination (for any reason, with or without cause) or resignation from service is delivered:

For purposes of this Agreement, Participant's Termination Date shall mean the later of (i) the date upon which Participant ceases to perform services for the Participant's local employer following the provision of such notification of termination or resignation from service and (ii) the end of any minimum period of notice of termination (if any) required by applicable employment or labour standards legislation. For clarity, unless otherwise expressly provided in this Agreement or determined by the Participant's local employer, no Restricted Stock Units will vest under the Plan following Participant's Termination Date, and the Termination Date will not be extended by any period of deemed notice of termination under contract or at common or civil law in respect of which Participant may receive pay in lieu of notice of termination or damages in lieu of such notice. Participant will not be entitled to any further payments in respect of the value of any Restricted Stock Units that have not yet vested as of Participant's Termination Date and no Restricted Stock Units or any pro-rated portion thereof shall be included in any entitlement to any pay in lieu of notice of termination or damages in lieu of such notice. Subject to any applicable statutory notice period, the Award Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the grant of Restricted Stock Units.

Settlement of Award.

Notwithstanding anything in this Agreement or the Plan to the contrary, the Restricted Stock Units will only be settled in shares and not in cash.

The following provision applies if Participant is a resident of Quebec:

Language Consent.

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir expressément souhaité que la convention [“**Agreement**”], ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

Authorization of Release and Transfer Necessary Personal Information.

This provision supplements Section 16 of the Agreement:

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company, any Subsidiary and the Award Administrator of the Plan to disclose and discuss the Plan with his or her advisors. Participant further authorizes the Company, any Subsidiary to record such information and to keep such information in the employee file.

Non-Qualified Securities.

All Restricted Stock Units granted under this agreement shall be designated as “non-qualified securities” under subsection 110(1.4) of the Income Tax Act (the “**Act**”). For greater certainty, all

designated Restricted Stock Units will be considered to be non-qualified securities for the purposes of section 110 of the Act, including the calculation of the “annual vesting limit” under subsection 110(1.31). The employer will provide notice of this designation to the employee and the Canada Revenue Agency as required by subsection 110(1.9) of the Tax Act.

Notifications

Securities Law Information.

Participant is permitted to sell Shares acquired through the Plan through the designated broker appointed by the Company, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed.

Foreign Asset/Account Reporting Information.

Canadian residents are required to report any foreign property (e.g., Shares acquired under the Plan and possibly unvested Restricted Stock Units) on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds C\$100,000 at any time in the year. It is Participant’s responsibility to comply with these reporting obligations, and Participant should consult his or her own personal tax advisor in this regard.

Share Settlement of Restricted Stock Units.

Notwithstanding anything to the contrary in the Plan or this Agreement, Restricted Stock Units granted to Canadian Participants shall only be settled in Shares and shall not be settled in cash.

CHINA

Terms and Conditions

State Administration of Foreign Exchange (SAFE) Compliance.

The grant of the Restricted Stock Units and Participant's ability to sell the Shares shall all be contingent upon the Company or its Subsidiaries obtaining approval from SAFE for the related foreign exchange transaction and the establishment of a SAFE-approved bank account. The receipt of funds by Participant from the sale of the Shares and the conversion of those funds to the local currency must be approved by SAFE. In order to comply with the SAFE regulations, the proceeds from the sale of the Shares must be repatriated into China through a SAFE-approved bank account set up and monitored by the Company. Participant may contact his or her local HR office for more details about the SAFE approved bank account.

Foreign Asset/Account Reporting Information.

Participant may be required to report to SAFE all details of his or her foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents. Under these rules, Participant may be subject to reporting obligations for the Restricted Stock Units, Shares acquired under the Plan, the receipt of any dividends and the sale of Shares.

Compulsory Post-Termination Sale.

In accordance with Section 5 of the Agreement, if Participant's employment with, or service to, the Company Group terminates for any reason, all vested Restricted Stock Units shall be settled and all Shares issued in settlement of vested Restricted Stock Units shall be sold within three months from the termination of Participant's employment subject to the following:

- Upon the end of the aforesaid three-month period, if there are any unsettled Restricted Stock Units, on the first trading day following the expiry of the three-month period, all such Restricted Stock Units will automatically be settled and all Shares subject to such Restricted Stock Units will automatically be sold on behalf of Participant.
- Upon the end of the aforesaid three-month period, if there are any remaining Shares issued to Participant in settlement of the vested Restricted Stock Units, all such Shares will automatically be sold on behalf of Participant on the first trading day after the expiry of the three-month period.

10x Genomics, Inc. reserves the right to shorten or eliminate the aforesaid post-termination settlement/sale period if required by local law or otherwise as it deems appropriate at its sole discretion.

DENMARK

Terms and Conditions

This provision substitutes Section 4 of the Agreement:

Tax Withholding.

The Company or any Subsidiary (as determined by the Award Administrator) shall have the power and right to deduct, withhold or collect any tax, social security contribution, payroll tax or other amount other tax-related withholding obligations required by law or regulation to be withheld with respect to any taxable event arising with respect to the granting or vesting of Restricted Stock Units (collectively, the "**Withholding Amount**"). This Withholding Amount may be: (a) withheld from other amounts due to Participant; (b) withheld from the value of any vested Restricted Stock Units being settled; or (iii) collected directly from Participant. The Withholding Amount may relate to amounts due in more than one jurisdiction and in all cases shall be as determined by the Company or the applicable Subsidiary in its discretion.

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Denmark.

IMPORTANT – STATEMENT UNDER SECTION 3(1) OF THE ACT ON STOCK OPTIONS

Pursuant to Section 3(1) of the Act on Stock Options in employment relations (the "**Stock Option Act**"), Participant, who is employed by an entity within the Company Group, is entitled to receive information regarding the Plan in a separate written statement.

The full statement containing the information about Participant's rights under the Plan and the Stock Option Act is attached as a separate written statement to this Agreement.

Notifications

Exchange Control Information.

If Participant establishes an account holding cash outside Denmark, Participant must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described below.)

FINLAND

Notifications

Securities Law Information.

The grant of Restricted Stock Units under the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Finland.

FRANCE

Terms and Conditions

Language Consent.

In accepting the grant of the Restricted Stock Units and this Agreement which provides for the terms and conditions of the Restricted Stock Units, Participant confirms that he or she has read and understood the documents relating to the Restricted Stock Units (the Plan and this Agreement), which were provided in the English language. Participant accepts the terms of these documents accordingly.

Consentement Relatif à la Langue Utilisée.

En acceptant cette attribution gratuite d'actions et ce contrat qui contient les termes et conditions de cette attribution gratuite d'actions, l'employé confirme ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et le Contrat d'Attribution) qui lui ont été communiqués en langue anglaise. L'employé en accepte les termes en connaissance de cause.

Notifications

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in France.

Awards Not Tax-Qualified.

The Restricted Stock Unit is **not** intended to be a tax-qualified or tax-preferred award, including without limitation, under Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code. Participant is encouraged to consult with a personal tax advisor to understand the tax and social insurance implications of the Restricted Stock Units.

Foreign Asset / Account Reporting Information.

Participant may hold Shares acquired upon vesting / settlement of the Restricted Stock Units, any proceeds resulting from the sale of Shares or any dividends paid on such Shares outside of France, provided Participant declares all foreign bank and brokerage accounts (including any accounts that were opened or closed during the tax year) on his or her annual income tax return. Failure to complete this reporting may trigger penalties.

GERMANY

Notifications

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Germany.

Exchange Control Information.

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (Bundesbank). In the event that Participant makes or receives a payment in excess of this amount, he or she is required to report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de).

Terms and Conditions

Prohibition on Insider Dealing.

Participant should be aware of the insider dealing rules of the Regulation (EU) No 596/2014 of the European Parliament and Council (Market Abuse Regulation) apply in Germany, which may affect transactions under the Plan such as e.g. the subscription or participation, the suspension, the cancellation or an amending order, the acquisition or sale of Shares acquired under the Plan, if Participant has inside information regarding the Company. Participant is advised to determine carefully whether he or she has inside information in respect of the Company and whether and to what extent insider dealing rules can apply to him or her. In case of uncertainty, the Company recommends that Participant consults with a legal advisor.

Limitation of Liability.

Participant is responsible for compliance with any laws to be observed by Participant in person in conjunction with the participation in the Plan. The Company cannot be held liable if Participant violates German law or any other applicable rules to be complied with by Participant in conjunction with the participation in the Plan including but not limited to insider dealing restrictions under the Market Abuse Regulation.

HONG KONG

Terms and Conditions

Sale of Shares.

Any Shares received at vesting are accepted as a personal investment. In the event that any portion of these Restricted Stock Units vest within six months of the grant date, Participant agrees that he or she will not offer to the public or otherwise dispose of the Shares acquired prior to the six-month anniversary of the grant date.

Notifications

Securities Law Notice.

WARNING: The Restricted Stock Units and the Shares covered by the Restricted Stock Units do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or the Affiliate participating in the Plan. Participant should be aware that the contents of this Agreement have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The Restricted Stock Units are intended only for Participant's personal use and may not be distributed to any other person. Participant is advised to exercise caution in relation to the offer. If Participant is in any doubt about any of the contents of this Agreement, including this provision, or the Plan, Participant should obtain independent professional advice.

Occupational Retirement Schemes Ordinance Alert.

The Company specifically intends that neither the Restricted Stock Units nor the Plan will be considered or deemed an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("**ORSO**").

INDIA

Terms and Conditions

Tax Withholding.

The following provision supplements Section 4 of this Agreement:

Participant agrees that under the provisions of the (Indian) Income Tax Act, 1961, the employer and/or the Company would be required to withhold Tax Obligations on the value of the benefit earned by Participant as a result of Participant's participation in the Plan. Such benefit shall be computed according to the provisions of the (Indian) Income Tax Act, 1961, read with the (Indian) Income Tax Rules, 1962.

Participant agrees that the employer and/or the Company may calculate the Tax Obligations to be withheld and accounted for by reference to the maximum applicable rates, without prejudice to any right that Participant may have to recover any overpayment from the relevant tax authorities. Participant agrees that the employer and/or the Company may withhold the Tax Obligations from Participant's wages or other cash compensation paid to Participant by the Company and/or the employer. Participant agrees to pay to the Company or the employer the Tax Obligations that the Company or the employer may be required to withhold or account, if such Tax Obligations cannot be satisfied by the means previously described.

Participant acknowledges that, regardless of any action taken by the Company or the employer, the ultimate liability for all Tax Obligations is and remains the responsibility of Participant and may exceed the amount actually withheld by the Company or the employer.

Notifications

Exchange Control Information.

Participant understands and agrees that he or she must repatriate any proceeds from the sale of Shares acquired under the Plan to India and convert the proceeds into local currency within 90 days of receipt. Participant will receive a foreign inward remittance certificate ("**FIRC**") from the bank where he or she deposits the foreign currency. Participant should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or his or her employer requests proof of repatriation.

Foreign Asset/Account Reporting Information.

Indian residents are required to declare the following items in their annual tax return: (i) any foreign assets held by them (including Shares acquired under the Plan), and (ii) any foreign bank accounts for which they have signing authority. It is Participant's responsibility to comply with applicable foreign asset tax laws in India and Participant should consult with his or her personal tax advisor to ensure that Participant is properly reporting his or her foreign assets and bank accounts. Participant's local employer will issue a Form 16 to Participant and report perquisites in Form 12BA after the end of Financial Year.

ITALY

Terms and Conditions

Plan Document Acknowledgment.

In accepting the grant of the Restricted Stock Units, Participant acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix.

Notifications

Foreign Asset/Account Reporting Information.

If Participant is an Italian resident who, at any time during the fiscal year, holds foreign financial assets (including cash and Shares) which may generate taxable income in Italy, Participant is required to report these assets on his or her annual tax return for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations also apply if Participant is the beneficial owner of foreign financial assets under Italian money laundering provisions.

Foreign Asset Tax Information.

The value of financial assets held outside of Italy by Italian residents is subject to a foreign asset tax, subject to an exemption. The taxable amount will be the fair market value of the financial assets (*e.g.*, Shares) assessed at the end of the calendar year.

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Italy.

JAPAN

Notifications

Foreign Assets Reporting.

Japanese residents holding assets outside of Japan (e.g., Shares acquired under the Plan) with a value exceeding ¥50,000,000 (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such assets. Participant is encouraged to consult with a personal tax advisor in Japan to ensure that Participant is properly complying with these obligations.

Foreign Exchange.

Under certain circumstances, Participant may be required to file a report with the Ministry of Finance if Participant intends to acquire Shares whose value exceeds ¥100,000,000. The reporting, if required, is due within 20 days from the acquisition of the Shares (however, if Participant acquires such Shares through a securities company in Japan, such requirement will not be imposed). The reporting requirements vary depending on whether the relevant payment is made through a bank in Japan.

Participant is advised to seek appropriate professional advice as to how the exchange control regulations, tax, or other laws in Participant's country apply to his or her specific situation. Laws and regulations change frequently and occasionally on a retroactive basis.

Securities Disclaimer.

The Restricted Stock Units and the Shares have not been registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948), as amended (the "**FIEA**"). The Restricted Stock Units and the Shares issuable upon the vesting of Restricted Stock Units may not be offered or sold in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan. As used herein, the term "resident of Japan" means any natural person having his place of domicile or residence in Japan, or any corporation or other entity organized under the laws of Japan or having its main office in Japan.

LUXEMBOURG

Notifications

Exchange Control Information.

Participant is required to report any inward remittances of funds to the *Banque Central de Luxembourg* and/or the *Service Central de La Statistique et des Études Économiques* within 15 working days following the month during which the transaction occurred. If a Luxembourg financial institution is involved in the transaction, it generally will fulfill the reporting obligation on Participant's behalf. However, as long as the Company is not a Luxembourg resident financial company, the statistical reporting obligation should not apply

Securities Law Information.

The grant of Restricted Stock Units under the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Luxembourg.

NETHERLANDS

Notifications

Prohibition Against Insider Trading.

Participant should be aware of the Dutch insider trading rules, which may affect the sale of Shares acquired under the Plan. In particular, Participant may be prohibited from effecting certain share transactions if Participant has insider information regarding the Company. Below is a discussion of the applicable restrictions. Participant is advised to read the discussion carefully to determine whether the insider rules could apply to him or her. If it is uncertain whether the insider rules apply, the Company recommends that Participant consults with a legal advisor. The Company cannot be held liable if Participant violates the Dutch insider trading rules. Participant is responsible for ensuring his or her compliance with these rules.

Dutch securities laws prohibit insider trading. As of 3 July 2016, the European Market Abuse Regulation ("**MAR**"), is applicable in the Netherlands. For further information, Participant is referred to the website of the Authority for the Financial Markets ("**AFM**"): <https://www.afm.nl/en/professionals/onderwerpen/marktmisbruik>.

Given the broad scope of the definition of inside information, certain employees of the Company working at its Dutch affiliate may have inside information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such inside information. By entering into this Agreement and participating in the Plan, Participant acknowledges having read and understood the notification above and acknowledges that it is Participant's responsibility to comply with the Dutch insider trading rules, as discussed herein.

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in the Netherlands.

POLAND

Notifications

Foreign Exchange Notice.

Participant understands and acknowledges that Participant must notify the National Bank of Poland of the value of all foreign share ownership, including but not limited to Shares acquired under the Plan, if such ownership exceeds a designated threshold. Participant is strongly encouraged to consult with an appropriate legal advisor regarding these requirements.

Securities Disclosure.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Poland.

Employment.

In order to meet the requirements of the Plan Participant authorize the Polish Subsidiary (his or her employer):

- a) to make relevant deductions from his or her remuneration,
- b) to notify the Company about events relevant to his or her right to continue to participate in the Plan.

RUSSIA

Terms and Conditions

U.S. Transactions.

Participant understands that the acceptance of the Restricted Stock Units results in an agreement between Participant and the Company that is completed in the United States and that this Agreement is governed by the laws of the State of Delaware. Upon vesting and settlement of the Restricted Stock Units, any Shares to be issued to Participant shall be held or delivered to Participant in the United States and in no event will such Shares be delivered to Participant in Russia. Participant acknowledges that Participant is not permitted to sell or otherwise transfer Shares directly to other individuals in Russia, nor is Participant permitted to bring any certificates representing the Shares into Russia (if such certificates are actually issued).

Sale Restrictions.

Depending on the development of local regulatory requirements, the Company reserves the right to require the immediate sale of any Shares to be issued to Participant upon vesting of the Restricted Stock Units. By accepting the Restricted Stock Units, Participant acknowledges that Participant understands and agree that the Company is authorized to, and may, in its sole discretion, instruct its designated broker to assist with the mandatory sale of Shares issued to Participant upon vesting of the Restricted Stock Units (on Participant's behalf pursuant to this authorization) and Participant expressly authorizes the Company's designated broker to complete the sale of such Shares. Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, Participant will receive the cash proceeds, less any Tax Obligations and brokerage fees or commissions.

Notifications

Securities Law Notification.

This Agreement, the Plan, and all other materials Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. Any issuance of Shares under the Plan has not and will not be registered in Russia and hence the Shares described in any Plan-related documents may not be offered or placed in public circulation in Russia.

Exchange Control Information.

Participant is responsible for complying with any and all Russian foreign exchange requirements in connection with the Restricted Stock Units, and Shares acquired and funds remitted out of or into Russia in connection with the Plan. This may include, in certain circumstances, reporting and repatriation requirements. Participant should contact his or her personal advisor regarding any such requirements resulting from participation in the Plan.

Foreign Asset/Account Reporting Information.

Russian residents will be required to notify the Russian tax authorities within one month of opening or closing a foreign bank account or of changing any account details. Russian residents are also required to file reports of the transactions in their foreign bank accounts with the Russian tax authorities on an annual basis. In addition, Russian residents are required to report any cash transactions with respect to foreign bank accounts to the Russian tax authorities. The tax authorities can require any supporting documents related to the transactions in a Russian resident's foreign bank account. *Participant should consult his or her personal tax advisor to ensure compliance with applicable requirements.*

Foreign Asset/Account Restrictions.

Certain individuals who hold public office in Russia, as well as their spouses and dependent children, are prohibited from opening or maintaining foreign brokerage or bank accounts and holding any securities, whether acquired directly or indirectly, in a foreign company (including Shares acquired under the Plan).

SINGAPORE

Notifications

Securities Law Information.

The grant of the Restricted Stock Units is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“**SFA**”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the Restricted Stock Units are subject to section 257 of the SFA and Participant will not be able to make any subsequent sale in Singapore of the Shares acquired through the vesting/settlement of the Restricted Stock Units or any offer of such sale in Singapore unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Director Notification Obligation.

If Participant is a director, associate director or shadow director of a Singapore Subsidiary, Participant is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singapore Subsidiary in writing when Participant receives an interest (e.g., Restricted Stock Units or Shares) in the Company or any Subsidiary. In addition, Participant must notify the Singapore Subsidiary when Participant sells Shares of the Company or any Subsidiary (including when Participant sells Shares acquired through the settlement of Restricted Stock Units). These notifications must be made within two business days of acquiring or disposing of any interest in the Company or any Subsidiary. In addition, a notification must be made of Participant’s interests in the Company or any Subsidiary within two business days of becoming a director.

SOUTH KOREA

Terms and Conditions

Foreign Assets Reporting Information.

Participant understands and agrees that Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds certain thresholds. Participant is encouraged to consult with his or her personal tax advisor to determine how to value his or her foreign accounts for purposes of this reporting requirement and whether he is she is required to file a report with respect to such accounts.

SPAIN

Terms and Conditions

Service Conditions.

This provision supplements Section 9 of this Agreement:

In accepting the Restricted Stock Units, Participant consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

Participant understands that the Company has unilaterally, gratuitously, and discretionally decided to grant Restricted Stock Units under the Plan to individuals who may be employees of the Company or any Subsidiary throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Subsidiary, over and above the specific terms of the Plan. Consequently, Participant understands that the Restricted Stock Units are granted on the assumption and condition that the Restricted Stock Units and any Shares acquired upon vesting of the Restricted Stock Units are not part of any employment contract (either with the Company or any Subsidiary) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, Participant understands that the Restricted Stock Units would not be granted to Participant but for the assumptions and conditions referred to herein; thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Restricted Stock Units shall be null and void.

The Restricted Stock Units are conditional rights to Shares and will be forfeited in the case of Participant's termination of employment. This will be the case even if (1) Participant is considered to be unfairly dismissed without cause (*despido improcedente*); (2) Participant is dismissed for disciplinary or objective reasons or due to a collective dismissal, whether adjudged or recognized to be with or without cause; (3) Participant terminates employment due to a change of work location, duties or any other material modification of the terms of employment; (4) Participant terminates employment due to unilateral breach of contract of the Company or any of its Subsidiaries; or (5) Participant's employment terminates for any other reason whatsoever (including, but not limited to, mutual agreement, resignation, retirement, death, permanent disability, causes included in the employment contract, expiry of the temporary contract, force majeure and under Article 10.3 of the Royal Decree Law 1382/1985). Consequently, upon termination of Participant's employment for any of the reasons set forth above, Participant will automatically lose any rights to the unvested Restricted Stock Units granted to him or her as of the date of Participant's termination of employment, as described in the Plan and this Agreement.

Notifications

Securities Law Notice.

The grant of Restricted Stock Units under the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Spain.

The Restricted Stock Unit does not qualify under Spanish Law as securities. No "offer to the public," as defined under Spanish Law, has taken place or will take place in the Spanish territory. Neither the Plan nor this Agreement have been registered with the *Comisión Nacional del Mercado de Valores* and do not constitute a public offering prospectus.

Foreign Assets Reporting.

Participant may be subject to certain tax reporting requirements with respect to assets or rights that Participant holds outside of Spain, including bank accounts, securities and real estate if the aggregate value for particular category of assets exceeds €50,000 as of December 31 each year. Shares acquired under the Plan or other equity programs offered by the Company constitute securities for purposes of this requirement, but unvested Restricted Stock Units are not subject to this reporting requirement.

If applicable, Participant must report Participant's foreign assets on Form 720 by no later than March 31 following the end of the relevant year. After the rights and/or assets are initially reported, the reporting obligation will only apply if the value of previously-reported rights or assets increases by more than €20,000 as of each subsequent December 31. Participant is encouraged to consult with his or her personal advisor to determine any obligations in this respect.

Share Reporting Requirement.

The acquisition of Shares must be declared for statistical purposes to the Direccion General de Comercio e Inversiones (the "**DGCI**"), the Bureau for Commerce and Investments, which is a department of the Ministry of Economy and Competitiveness. Generally, the declaration must be filed in January for shares owned as of December 31 of each year; however, if the value of the Shares acquired or the amount of the sale proceeds exceeds a designated amount the declaration must be filed within one month of the acquisition or sale, as applicable. Participant should consult with Participant's personal advisor to determine Participant's obligations in this respect.

Foreign Currency Payments.

When receiving foreign currency payments exceeding €50,000 derived from the ownership of Shares (i.e., dividends or proceeds from the sale of the Shares), Participant must inform the financial institution receiving the payment of the basis upon which such payment is made. Participant will need to provide the following information: (i) Participant's name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment and the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required.

SWEDEN

Notifications

Securities Disclaimer.

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under current rules as implemented in Sweden.

Terms and Conditions

Exchange Control.

Participant understands and agrees that foreign and local banks or financial institutions (including brokers) engaged in cross-border transactions generally may be required to report any payments to or from a foreign country exceeding a certain amount to The National Tax Board, which receives the information on behalf of the Swedish Central Bank (Sw.Riksbanken). This requirement may apply even if Participant has a brokerage account with a foreign broker.

SWITZERLAND

Notifications

Securities Law Notification.

Neither this Agreement nor this Appendix constitutes a prospectus pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland, and neither this Agreement nor this Appendix nor any other offering or marketing material relating to the Restricted Stock Units may be publicly distributed or otherwise made publicly available in Switzerland. Neither this Agreement nor this Appendix, nor the Company nor the Restricted Stock Units have been or will be filed with or approved by any Swiss regulatory authority. The Restricted Stock Units are not subject to the supervision by the Swiss Financial Markets Supervisory Authority FINMA ("**FINMA**"), and Participants acquiring Restricted Stock Units will not benefit from protection or supervision by FINMA.

TAIWAN

Notifications

Securities Disclaimer.

Neither the Plan nor the Restricted Stock Units are registered in Taiwan with the Securities and Futures Bureau or subject to the securities laws of Taiwan.

Exchange Control Information.

Participant may remit and acquire up to a legally designated amount (currently US\$5,000,000) per year in foreign currency (including proceeds from the sale of Shares or the receipt of any dividends) without justification.

If the transaction amount exceeds a legally designated amount (currently TWD500,000) in a single transaction, Taiwanese residents must submit a Foreign Exchange Transaction Form and provide supporting documentation to the satisfaction of the remitting bank. In addition, if the transaction amount exceeds a legally designated amount (currently US\$500,000), Participant may be required to provide additional supporting documentation to the satisfaction of the bank involved in the transaction. Participant should consult with Participant's personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

Data Privacy Acknowledgement.

Participant hereby acknowledges that Participant has read and understood the terms regarding the collection, processing, and transfer of Data contained in the Data Privacy section of this Agreement and, by participating in the Plan, Participant agrees to such terms. In this regard, upon request of the Company or any other Subsidiary retaining Participant's service, Participant agrees to provide an executed data privacy consent form to the Company or any other Subsidiary retaining Participant's service (or any other agreements or consents that may be required by the Company or any other Subsidiary retaining Participant's service) that the Company or any other Subsidiary retaining Participant's service may deem necessary to obtain under the data privacy laws in Participant's country, either now or in the future. Participant understands that Participant will not be able to participate in the Plan if Participant fails to execute any such consent or agreement.

UNITED ARAB EMIRATES

Notifications

Securities Law Information.

Participation in the Plan is being offered only to selected Participants and is in the nature of providing equity incentives to Participants in the United Arab Emirates. The Plan and this Agreement are intended for distribution only to such Participants and must not be delivered to, or relied on by, any other person. Prospective acquirers of the securities offered, including Participant, should conduct their own due diligence on the securities.

If Participant does not understand the contents of the Plan and this Agreement, Participant should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development has approved the Plan or this Agreement nor taken steps to verify the information set out therein and has no responsibility for such documents.

UNITED KINGDOM

Terms and Conditions

Responsibility for Taxes.

The following provisions supplement Section 4 of the Agreement:

If payment or withholding of income taxes is not made within ninety (90) days of the end of the tax year in which the income tax liability arises, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the "**Due Date**"), the amount of any uncollected income tax shall constitute a loan owed by Participant to the employer, effective on the Due Date. Participant understands and agrees that the loan will bear interest at the then-current official rate of Her Majesty's Revenue and Customs ("**HMRC**"), it will be immediately due and repayable by Participant, and the Company and/or the employer may recover it at any time thereafter by any of the means referred to in Section 4 of the Agreement.

Notwithstanding the foregoing, if Participant is a director or an executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), Participant will not be eligible for such a loan to cover the uncollected income tax. In the event that Participant is a director or executive officer and the income tax is not collected from or paid by Participant by the Due Date, Participant understands that the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions ("**NICs**") may be payable. Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the employer (as appropriate) for the value of any employee NICs due on this additional benefit, which the Company and/or the employer may recover from Participant by any of the means referred to in Section 4 of the Agreement.

Notifications

Securities Disclosure.

Neither this Agreement nor Appendix is an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 ("**FSMA**") and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan and the Restricted Stock Units are exclusively available in the UK to bona fide employees and former employees and any other UK Subsidiary.

Non-Qualification.

The Restricted Stock Unit is not intended to be tax-qualified or tax-preferred for purposes of tax rules in the United Kingdom.

Tax Consultation.

Participant understands that he or she may suffer adverse tax consequences as a result of Participant's acquisition or disposition of the Shares. Participant represents that he or she will consult with any tax advisors Participant deems appropriate in connection with the acquisition or disposition of the Shares and that Participant is not relying on the Company or any Subsidiary for any tax advice.

Prohibition Against Insider Dealing.

Participant should be aware of:

1. the insider dealing rules of the Regulation (EU) No 596/2014 of the European Parliament and Council (Market Abuse Regulation) which apply in the UK; and

2. the UK's insider dealing rules under the Criminal Justice Act 1993, each of which may affect transactions under the Plan such as the acquisition or sale of Shares acquired under the Plan, if Participant has inside information regarding the Company. If Participant is uncertain whether the insider dealing rules apply, the Company recommends that Participant consults with a legal advisor. The Company cannot be held liable if Participant violates the UK's insider dealing rules. Participant is responsible for ensuring his or her compliance with these rules.

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Serge Saxonov, certify that:

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

Date: November 2, 2022

By: /s/ Serge Saxonov
Serge Saxonov
Chief Executive Officer and Director
(Principal Executive Officer)

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Justin J. McAnear, certify that:

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

Date: November 2, 2022

By: /s/ Justin J. McAnear

Justin J. McAnear
Chief Financial Officer
(Principal Financial and Accounting Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Serge Saxonov, the Chief Executive Officer of 10x Genomics, Inc. (the "Company"), hereby certify, that, to my knowledge:

1. The Quarterly Report on Form 10-Q for the period ended September 30, 2022 (the "Report") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 2, 2022

By: /s/ Serge Saxonov
Serge Saxonov
Chief Executive Officer and Director
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Justin J. McAnear, the Chief Financial Officer of 10x Genomics, Inc. (the "Company"), hereby certify, that, to my knowledge:

1. The Quarterly Report on Form 10-Q for the period ended September 30, 2022 (the "Report") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 2, 2022

By: /s/ Justin J. McAnear
Justin J. McAnear
Chief Financial Officer
(Principal Financial and Accounting Officer)