

REFINITIV

# DELTA REPORT

## 10-Q

TXG - 10X GENOMICS, INC.  
10-Q - SEPTEMBER 30, 2024 COMPARED TO 10-Q - JUNE 30, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	2408
CHANGES	208
DELETIONS	274
ADDITIONS	1926

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 **June 30, 2024** **September 30, 2024**

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

 Logo-10x.jpg

**10x Genomics, Inc.**

(Exact **Name name** of **Registrant registrant** as **Specified specified** in **Its Charter**) **its charter**)

Delaware

45-5614458

(State or other jurisdiction of  
incorporation or organization)

(I.R.S. Employer  
Identification No.)

6230 Stoneridge Mall Road  
Pleasanton, California

94588

(Address of principle executive offices)

(Zip Code)

(925) 401-7300

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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.



beliefs, opinions, assumptions and information available at the time of filing and should not be relied upon as 10x Genomics, Inc.'s views as of any subsequent date. Actual outcomes and results could differ materially from these statements due to several factors. 10x Genomics, Inc. disclaims any obligation to update any published forward-looking statements except as required by law.

The material risks, uncertainties and other factors that could affect 10x Genomics, Inc.'s financial and operating results and cause actual results to differ from those indicated by the forward-looking statements made include those described in the section titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Quarterly Report and Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023. Our periodic filings are accessible on the U.S. Securities and Exchange Commission's ("SEC") website at [www.sec.gov](http://www.sec.gov). Although we believe the expectations reflected in the forward-looking statements are reasonable, new risks and uncertainties may emerge, and it is not possible for us to predict their impact on the forward-looking statements contained in this Quarterly Report. Moreover, the information the forward-looking statements are based upon may be limited or incomplete, and may not be based upon all potentially relevant information. We cannot guarantee future events, circumstances, results, performance or achievements. In light of the foregoing, investors are urged not to place undue reliance on any forward-looking statement or third-party data in reaching any conclusion or making any investment decision about any securities of the Company.

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://X.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, our financial results, business developments 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)

	June 30, 2024	December 31, 2023		
	September 30, 2024	December 31, 2023		
	(Unaudited)	(Unaudited)	(Note 1)	(Unaudited) (Note 1)
Assets				
Current assets:				
Current assets:				
Current assets:				
Cash and cash equivalents				
Cash and cash equivalents				
Cash and cash equivalents				
Marketable securities				
Accounts receivable, net				
Accounts receivable, net				
Accounts receivable, net				
Inventory				
Prepaid expenses and other current assets				

Total current assets			
Property and equipment, net			
Operating lease right-of-use assets			
Operating lease right-of-use assets			
Operating lease right-of-use assets			
Goodwill			
Intangible assets, net			
Other noncurrent assets			
Total assets			
Liabilities and stockholders' equity			
Current liabilities:			
Current liabilities:			
Current liabilities:			
Accounts payable			
Accounts payable			
Accounts payable			
Accrued compensation and related benefits			
Accrued expenses and other current liabilities			
Deferred revenue			
Deferred revenue			
Deferred revenue			
Operating lease liabilities			
Total current liabilities			
Total current liabilities			
Total current liabilities			
Operating lease liabilities, noncurrent			
Operating lease liabilities, noncurrent			
Operating lease liabilities, noncurrent			
Deferred revenue, noncurrent			
Other noncurrent liabilities			
Total liabilities			
Commitments and contingencies (Note 4)	Commitments and contingencies (Note 4)	Commitments and contingencies (Note 4)	
Stockholders' equity:			
Preferred stock			
Preferred stock			
Preferred stock			
Common stock			
Additional paid-in capital			
Accumulated deficit			
Accumulated other comprehensive loss			
Accumulated other comprehensive income (loss)			
Total stockholders' equity			
Total liabilities and stockholders' equity			

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 June 30,		Six Months Ended June 30,						
	Three Months Ended September 30,		Nine Months Ended September 30,						
	2024	2024	2023	2024	2023	2024	2023	2024	2023
Revenue									
Cost of revenue									
Gross profit									
Operating expenses:									
Research and development									
Research and development									
Research and development									
Selling, general and administrative									
Selling, general and administrative									
In-process research and development									
Selling, general and administrative									
Total operating expenses									
Total operating expenses									
Total operating expenses									
Loss from operations									
Other income (expense):									
Interest income									
Interest income									
Interest income									
Interest expense									
Other expense, net									
Other income (expense), net									
Total other income									
Total other income									
Total other income									
Total other income, net									
Total other income, net									
Total other income, net									
Loss before provision for income taxes									
Provision for income taxes									
Net loss									
Net loss per share, basic and diluted									
Net loss per share, basic and diluted									
Net loss per share, basic and diluted									
Weighted-average shares of common stock used in computing net loss per share, basic and diluted									

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 June 30,	Six Months Ended June 30,
--	--------------------------------	------------------------------

	Three Months Ended		Nine Months Ended							
	September 30,		September 30,							
	2024	2024	2023	2024	2023	2024	2023	2024	2023	
Net loss										
Other comprehensive income, net of tax:										
Unrealized gains on available-for-sale marketable securities										
Unrealized gains on available-for-sale marketable securities										
Unrealized gains on available-for-sale marketable securities										
Realized loss on available-for-sale marketable securities reclassified into net loss										
Foreign currency translation adjustment										
Other comprehensive income (loss), net of tax										
Other comprehensive income, net of tax										
Comprehensive loss										

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	Common Stock	Additional Paid- in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity	Common Stock	Additional Paid- in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders'
	Shares										Equity
Balance as of December 31, 2023											
Balance as of December 31, 2023											
Balance as of December 31, 2023											
Issuance of Class A common stock related to equity awards											
Stock-based compensation											
Stock-based compensation											
Stock-based compensation											
Net loss											
Other comprehensive loss											
Balance as of March 31, 2024											
Issuance of Class A common stock related to equity awards											
Stock-based compensation											
Stock-based compensation											
Stock-based compensation											
Net loss											
Other comprehensive income											
Balance as of June 30, 2024											
Issuance of Class A common stock related to equity awards											
Stock-based compensation											
Stock-based compensation											
Stock-based compensation											
Net loss											
Other comprehensive income											
Balance as of September 30, 2024											

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount				
Balance as of December 31, 2022	115,195,009	\$ 2	\$ 1,839,397	\$ (1,029,321)	\$ (4,335)	\$ 805,743
Issuance of Class A common stock related to equity awards	978,333	—	2,400	—	—	2,400
Stock-based compensation	—	—	42,133	—	—	42,133
Net loss	—	—	—	(50,747)	—	(50,747)
Other comprehensive income	—	—	—	—	2,856	2,856
Balance as of March 31, 2023	116,173,342	2	1,883,930	(1,080,068)	(1,479)	802,385
Issuance of Class A common stock related to equity awards	1,150,093	—	7,096	—	—	7,096
Stock-based compensation	—	—	45,724	—	—	45,724
Net loss	—	—	—	(62,414)	—	(62,414)
Other comprehensive income	—	—	—	—	510	510
Balance as of June 30, 2023	117,323,435	\$ 2	\$ 1,936,750	\$ (1,142,482)	\$ (969)	\$ 793,301

**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, 2022	115,195,009	\$ 2	\$ 1,839,397	\$ (1,029,321)	\$ (4,335)	\$ 805,743
Issuance of Class A common stock related to equity awards	978,333	—	2,400	—	—	2,400
Stock-based compensation	—	—	42,133	—	—	42,133
Net loss	—	—	—	(50,747)	—	(50,747)
Other comprehensive income	—	—	—	—	2,856	2,856
Balance as of March 31, 2023	116,173,342	2	1,883,930	(1,080,068)	(1,479)	802,385
Issuance of Class A common stock related to equity awards	1,150,093	—	7,096	—	—	7,096
Stock-based compensation	—	—	45,724	—	—	45,724
Net loss	—	—	—	(62,414)	—	(62,414)
Other comprehensive income	—	—	—	—	510	510
Balance as of June 30, 2023	117,323,435	\$ 2	\$ 1,936,750	\$ (1,142,482)	\$ (969)	\$ 793,301
Issuance of Class A common stock related to equity awards	874,282	—	4,374	—	—	4,374
Stock-based compensation	—	—	40,235	—	—	40,235
Net loss	—	—	—	(92,986)	—	(92,986)
Other comprehensive income	—	—	—	—	292	292
Balance as of September 30, 2023	118,197,717	\$ 2	\$ 1,981,359	\$ (1,235,468)	\$ (677)	\$ 745,216

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)

	Six Months Ended June		Nine Months Ended September	
	30,		30,	
	2024	2024	2023	2023

**Operating activities:**

Net loss

Net loss

Net loss

Adjustments to reconcile net loss to net cash used in operating activities:

Adjustments to reconcile net loss to net cash provided by (used in) operating activities:

Stock-based compensation expense

Stock-based compensation expense

Stock-based compensation expense

Depreciation and amortization

Amortization of right-of-use assets

Lease and asset impairment charges

Realized loss on marketable securities

Other

Changes in operating assets and liabilities:

Accounts receivable

Accounts receivable

Accounts receivable

Inventory

Prepaid expenses and other current assets

Other noncurrent assets

Accounts payable

Accrued compensation and other related benefits

Deferred revenue

Accrued expenses and other current liabilities

Accrued expenses and other current liabilities

Accrued expenses and other current liabilities

Operating lease liability

Other noncurrent liabilities

Net cash used in operating activities

Net cash provided by (used in) operating activities

**Investing activities:**

Purchases of property and equipment

Purchases of property and equipment

Purchases of property and equipment

Purchases of intangible assets

Proceeds from sales of marketable securities

Proceeds from sales of marketable securities

Proceeds from sales of marketable securities

Proceeds from maturities of marketable securities

Net cash provided by investing activities

**Financing activities:**

Payments on financing arrangement

Payments on financing arrangement

Payments on financing arrangement

Issuance of common stock from exercise of stock options and employee stock purchase plan purchases

Issuance of common stock from exercise of stock options and employee stock purchase plan purchases  
Issuance of common stock from exercise of stock options and employee stock purchase plan purchases

Net cash provided by financing activities

Effect of exchange rate changes on cash, cash equivalents, and restricted cash

Net increase in cash and cash equivalents

Cash, cash equivalents, and restricted cash at beginning of period

Cash, cash equivalents, and restricted cash at end of period

**Supplemental disclosures of cash flow information:**

**Supplemental disclosures of cash flow information:**

**Supplemental disclosures of cash flow information:**

Cash paid for interest

Cash paid for interest

Cash paid for interest

Cash paid for taxes

**Noncash investing and financing activities:**

Purchases of property and equipment included in accounts payable and accrued expenses and other current liabilities

Purchases of property and equipment included in accounts payable and accrued expenses and other current liabilities

Purchases of property and equipment included in accounts payable and accrued expenses and other current liabilities

Right-of-use assets obtained in exchange for new operating lease liabilities

*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 X Series and Chromium Connect instruments, which the Company refers to as "Chromium instruments," the Company's Visium CytAssist and Xenium Analyzer instruments, which the Company refers to as "Spatial instruments," and the Company's proprietary microfluidic chips, slides, reagents and other consumables for the Company's Chromium, Visium and Xenium 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, Oceania 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 sheet at December 31, 2023 has 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 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, 2023 included in the Company's Annual Report on Form 10-K filed with the SEC on February 15, 2024 (our "Annual Report").

#### 2. Summary of Significant Accounting Policies

There were no material changes in the Company's significant accounting policies during the **six nine** months ended **June 30, 2024** **September 30, 2024**. 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.

### 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 30 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

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

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 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.

### Recently Issued Accounting Pronouncement and Disclosure Rules

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures ("ASU 2023-07"), which requires all public entities, including public entities with a single reportable segment, to provide in interim and annual periods one or more measures of segment profit or loss used by the chief operating decision maker to allocate resources and assess performance. Additionally, the standard requires disclosures of significant segment expenses and other segment items as well as incremental qualitative disclosures. The guidance in this update is effective for the Company's fiscal year 2024 annual reporting period. The Company is currently in the process of evaluating the effects of this pronouncement on its related disclosures.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes, which prescribes standardized categories and disaggregation of information in the reconciliation of provision for income taxes, requires disclosure of disaggregated income taxes paid, and modifies other income tax-related disclosure requirements. The updated standard is effective beginning with the Company's fiscal year 2025 annual reporting period. Early adoption is permitted. The Company is currently evaluating the impact that the updated standard will have on its related disclosures.

In March 2024, the Securities and Exchange Commission (SEC) issued Final Rule No. 33-11275, The Enhancement and Standardization of Climate-Related Disclosures for Investors. If effected as issued, the rule would require registrants to provide certain climate related disclosures in their annual reports. While in April 2024 the SEC stayed Final Rule No. 33-11275 in connection with legal challenges to the rule, the Company is in the process of analyzing the impact of the rule on its related disclosures.

## 3. Other Financial Statement Information

### Available-for-sale Securities

Available-for-sale securities consisted of the following (in thousands):

	June 30, 2024				December 31, 2023				Fair Value Measurement
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	
Cash equivalents:									
Money market funds	\$ 365,906	\$ —	\$ —	\$ 365,906	\$ 348,539	\$ —	\$ —	\$ 348,539	Level 1
Marketable securities:									
Corporate debt securities	—	—	—	—	10,022	—	(51)	9,971	Level 2

Government debt securities	—	—	—	—	18,152	—	(125)	18,027	Level 2
Asset-backed securities	272	—	(3)	269	1,425	—	(12)	1,413	Level 2
Total available-for-sale securities	\$ 366,178	\$ —	\$ (3)	\$ 366,175	\$ 378,138	\$ —	\$ (188)	\$ 377,950	

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

The contractual maturities of marketable securities as of June 30, 2024 were as follows (in thousands):

	Fair Value
Due in one year or less	\$ —
Due after one year to five years	269
Total marketable securities	\$ 269

	September 30, 2024				December 31, 2023				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Fair Value Measurement
Cash equivalents:									
Money market funds	\$ 379,640	\$ —	\$ —	\$ 379,640	\$ 348,539	\$ —	\$ —	\$ 348,539	Level 1
Marketable securities:									
Corporate debt securities	—	—	—	—	10,022	—	(51)	9,971	Level 2
Government debt securities	—	—	—	—	18,152	—	(125)	18,027	Level 2
Asset-backed securities	—	—	—	—	1,425	—	(12)	1,413	Level 2
Total available-for-sale securities	\$ 379,640	\$ —	\$ —	\$ 379,640	\$ 378,138	\$ —	\$ (188)	\$ 377,950	

The Company incurred no material gross realized gains or losses from available-for-sales debt securities during the three and six nine months ended June 30, 2024 September 30, 2024. The Company incurred gross realized losses of \$1.7 million and no gross realized gains from the sale of available-for-sales debt securities during the three and six nine months ended June 30, 2023 September 30, 2023. Realized gains (losses) on the sale of marketable securities are recorded in "Other expense, income (expense), net" in the condensed 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 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, income (expense), net," and unrealized losses not related to credit losses are recognized in "Accumulated other comprehensive loss." There are no allowances for credit losses for the periods presented. As of June 30, 2024, the gross unrealized losses on available-for-sale securities are related to market interest rate changes and not attributable to credit.

**Inventory**

Inventory was comprised of the following (in thousands):

	June 30, 2024	December 31, 2023
	September 30, 2024	December 31, 2023
Purchased materials		
Work in progress		
Finished goods		
Inventory		

**Property and Equipment, Net**

Property and equipment, net consisted of the following (in thousands):

	June 30, 2024	December 31, 2023
--	------------------	----------------------

Land	\$	36,765	\$	36,765
Building		146,750		146,044
Laboratory equipment and machinery		70,093		69,238
Computer equipment and software		15,631		16,379
Furniture and fixtures		10,481		10,979
Leasehold improvements		95,307		96,405
Construction in progress		3,717		7,252
Total property and equipment		378,744		383,062
Less: accumulated depreciation and amortization		(115,459)		(103,491)
Property and equipment, net	\$	263,285	\$	279,571

**10x Genomics, Inc.**

**Notes to Unaudited Condensed Consolidated Financial Statements**

	September 30, 2024	December 31, 2023
Land	\$ 36,765	\$ 36,765
Building	146,944	146,044
Laboratory equipment and machinery	71,852	69,238
Computer equipment and software	15,774	16,379
Furniture and fixtures	10,511	10,979
Leasehold improvements	97,097	96,405
Construction in progress	4,443	7,252
Total property and equipment	383,386	383,062
Less: accumulated depreciation and amortization	(124,627)	(103,491)
Property and equipment, net	\$ 258,759	\$ 279,571

During the **six** **nine** months ended **June 30, 2024** **September 30, 2024**, the Company recorded impairment charges of \$2.1 million related to computer equipment and software of which \$0.3 million, \$0.7 million and \$1.1 million was classified in cost of revenue, research and

**10x Genomics, Inc.**

**Notes to Unaudited Condensed Consolidated Financial Statements**

development, and selling, general and administrative expenses, respectively, in the condensed consolidated statement of operations. The impairment charge was triggered by a decision to discontinue a productivity engineering project.

**Accrued Compensation and Related Benefits**

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

	June 30, 2024	December 31, 2023
	September 30, 2024	December 31, 2023
Accrued payroll and related costs		
Accrued bonus		
Accrued commissions		
Other		
Other		
Other		
Accrued compensation and related benefits		

**Accrued Expenses and Other Current Liabilities**

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

	June 30, 2024	December 31, 2023
	September 30, 2024	December 31, 2023
Accrued purchase consideration		
Accrued legal and related costs		
Accrued royalties for licensed technologies		
Accrued royalties for licensed technologies		
Accrued royalties for licensed technologies		
Accrued property and equipment		
Accrued professional services		
Product warranties		
Taxes payable		
Other		
Accrued expenses and other current liabilities		

**Product Warranties**

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

	Six Months Ended June 30,	
	2024	2023
Beginning of period	\$ 8,116	\$ 3,023
Amounts charged to cost of revenue	5,031	3,833
Repairs and replacements	(3,693)	(2,915)
End of period	\$ 9,454	\$ 3,941

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

	Nine Months Ended September 30,	
	2024	2023
Beginning of period	\$ 8,116	\$ 3,023
Amounts charged to cost of revenue	4,033	7,780
Repairs and replacements	(3,704)	(4,368)
End of period	\$ 8,445	\$ 6,435

**Revenue and Deferred Revenue**

As of **June 30, 2024** **September 30, 2024**, 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 **\$27.8 million** **\$30.1 million**, of which approximately **\$16.4 million** **\$17.8 million** is expected to be recognized to revenue in the next 12 months, with the

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

remainder thereafter. The contract liabilities of **\$27.8 million** **\$30.1 million** and \$22.0 million as of **June 30, 2024** **September 30, 2024** and December 31, 2023, respectively, consisted of deferred revenue **primarily** related to extended warranty service agreements.

The following revenue recognized for the periods were included in contract liabilities as of December 31, 2023 and December 31, 2022, respectively (in thousands):

	Three Months Ended June 30,				Six Months Ended June 30,			
	Three Months Ended September 30,				Nine Months Ended September 30,			
	2024	2024	2023	2024	2023	2024	2023	2023
Deferred revenue recognized								

The following table represents revenue by source for the periods indicated (in thousands). Spatial products include the Company's Visium and Xenium products:

	Three Months Ended June 30,				Six Months Ended June 30,			
	Three Months Ended September 30,				Nine Months Ended September 30,			
	2024	2024	2023	2024	2023	2024	2023	2023
Instruments								
Chromium								
Chromium								
Chromium								
Spatial								
Total instruments revenue								
Consumables								
Chromium								
Chromium								
Chromium								
Spatial								
Total consumables revenue								
Services								
Total revenue								

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

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

	Three Months Ended June 30,				Six Months Ended June 30,			
	Three Months Ended September 30,				Nine Months Ended September 30,			
	2024	2024	2023	2024	2023	2024	2023	2023
Americas								
United States								
United States								
United States								
Americas (excluding United States)								
Total Americas								

Europe, Middle East and Africa
Asia-Pacific
China
China
China
Asia-Pacific (excluding China)
Total Asia-Pacific
Total Revenue
Total revenue

4. Commitments and Contingencies

Lease Agreements

The Company leases office, laboratory, manufacturing, distribution and server space in various locations worldwide.

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

Future net lease payments related to the Company's operating lease liabilities as of June 30, 2024 September 30, 2024 is as follows (in thousands):

	Operating Leases
2024 (excluding the six months ended June 30, 2024)	
2024 (excluding the nine months ended September 30, 2024)	
2025	
2026	
2027	
2028	
Thereafter	
Total lease payments	
Less: imputed interest	
Present value of operating lease liabilities	
Operating lease liabilities, current	
Operating lease liabilities, noncurrent	
Total operating lease liabilities	

The following table summarizes additional information related to operating leases as of June 30, 2024 September 30, 2024:

		June 30, 2024		December 31, 2023	
		September 30, 2024		December 31, 2023	
Weighted-average remaining lease term	Weighted-average remaining lease term	7.1 years	7.5 years	Weighted-average remaining lease term	7.0 years 7.5 years
Weighted-average discount rate	Weighted-average discount rate	5.9 %	5.9 %	Weighted-average discount rate	5.8 % 5.9 %

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

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

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 claims of infringement of U.S. Patent No. 10,662,467. The Company is seeking, among other relief, injunctive relief and unspecified damages (including attorneys' fees) in relation to NanoString's making, using, selling, offering to sell, exporting and/or importing in the United States the GeoMx Digital Spatial Profiler and associated instruments and reagents. NanoString filed its answer to the GeoMx Action on May 18, 2022. A Markman hearing was held on February 17, 2023 and the Court issued its claim construction order on February 28, 2023. On September 7, 2023, the Court issued an order granting the Company's motion for summary judgment that the asserted patents are not invalid for indefiniteness and denying NanoString's motion for summary judgment that the asserted patents are invalid for indefiniteness and lack of written description. On November 17, 2023, a jury found that NanoString willfully infringed the asserted patents and that the asserted patents are valid. The jury awarded the Company more than \$31 million in damages, consisting of approximately \$25 million in lost profits and approximately \$6 million in royalties. Post-trial motions, including the Company's motions for a permanent injunction, ongoing royalties, enhanced damages, attorneys' fees and pre- and post-judgment interest, are pending. NanoString filed for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code in the U.S. bankruptcy court in Delaware on February 4, 2024, and the Court's consideration of these post-trial motions was stayed due to the bankruptcy filing. In May 2024, Bruker Corporation ("Bruker") acquired certain assets and assumed certain liabilities of NanoString, including the litigation between the Company and NanoString, and the NanoString product lines at issue. Bruker, Bruker Spatial Biology, Inc. and Bruker Nano, Inc. were substituted as defendants in the GeoMx

## 10x Genomics, Inc.

### Notes to Unaudited Condensed Consolidated Financial Statements

Action. Post-trial briefing is complete following supplementation by the parties. Due to the uncertainties in collecting the jury award, the Company has not recorded a receivable from NanoString as of **June 30, 2024** **September 30, 2024**.

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 additionally 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. On March 1, 2023, the Company filed a second amended complaint additionally alleging that the CosMx products infringe U.S. Patent No. 11,542,554. The Company is seeking, among other relief, injunctive relief and unspecified damages (including attorneys' fees) in relation to NanoString's making, using, selling, offering to sell, exporting and/or importing in the United States the CosMx Spatial Molecular Imager and associated instruments, reagents and services. NanoString filed its answer to the second amended complaint on March 22, 2023. Discovery is in progress. A Markman hearing was held on January 10, 2024, and the Court issued its claim construction order on February 1, 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 "689 patent"). The Company filed its answer to NanoString's counterclaim in the CosMx Action on August 30, 2022. On November 23, 2022, the Company moved to sever claims relating to NanoString's assertion of the 689 patent and consolidate those claims with the patent case NanoString filed against the Company on October 20, 2022 (discussed below). On January 24, 2023, the Court granted the Company's motion.

On May 1, 2023, NanoString filed a motion in the CosMx Action to add antitrust, unfair competition, tort and contract counterclaims. NanoString seeks, among other relief, injunction relief (including that the Company grant NanoString a license to the patents that the Company asserted against NanoString in the CosMx Action) and unspecified damages (including attorneys' fees). On July 10, 2023, the Court denied NanoString's motion for leave to add a contract counterclaim but otherwise granted the motion for leave to amend. On May 24, 2023, NanoString filed a motion to bifurcate its amended counterclaims and a motion for expedited discovery. On June 6, 2023, the Court denied NanoString's motion to bifurcate and granted its motion for expedited discovery. Bruker, Bruker Spatial Biology, Inc. and Bruker Nano, Inc. were substituted as defendants in the CosMx Action. Trial is **expected in scheduled for** May 2025. The Company believes Bruker's claims are meritless and intends to vigorously defend itself.

## 10x Genomics, Inc.

### Notes to Unaudited Condensed Consolidated Financial Statements

On October 20, 2022, NanoString filed suit against the Company in the U.S. District Court for the District of Delaware alleging that the Company's Visium products infringe U.S. Patent No. 11,473,142 (the "142 patent"), a continuation of the 689 patent (the "NanoString Action"). NanoString seeks, among other relief, injunctive relief and unspecified damages (including attorneys' fees) in relation to the Company's making, using, selling, offering to sell, exporting and/or importing in the United States Visium products and associated instruments, reagents and services. On January 24, 2023, the Court severed NanoString's claims with respect to the 689 patent from the CosMx Action and consolidated those claims with this action. NanoString filed an amended complaint on January 27, 2023. The Company filed an answer to the NanoString Action on February 10, 2023. Discovery is in progress. A Markman hearing was held on January 10, 2024, and the Court issued its claim construction order on February 1, 2024. Bruker Spatial Biology, Inc. and Bruker Nano, Inc. were substituted as plaintiffs in the NanoString Action in June 2024. A trial date in the NanoString Action has not yet been set. The Company believes these claims in the NanoString Action are meritless and intends to vigorously defend itself.

On August 16 and September 25, 2023, the Company filed petitions for inter partes review ("IPR") of the 689 patent and the 142 patent, respectively. On February 1, 2024, IPR was instituted for the 689 patent. **An institution decision** On September 5, 2024, IPR was instituted for the **IPR against 142 patent**. On September 19, 2024, the **142 patent is pending**. **Company filed a motion to stay the NanoString Action pending these IPRs.**

On January 30, 2024, NanoString filed a petition for IPR of U.S. Patent No. 11,542,554 (the "554 patent"), which is asserted by the Company against NanoString in the CosMx Action. An institution decision On August 23, 2024, IPR was instituted for the IPR against 554 patent. On October 4, 2024, Bruker filed a motion to stay the CosMx Action pending the 554 patent is pending. IPR.

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 "EP928 patent") (the "Germany CosMx Action"). A hearing on infringement was held on March 23, 2023. On May 17, 2023, the Munich Regional Court found that the CosMx products infringe the EP928 patent and issued a permanent injunction requiring NanoString to stop selling and supplying CosMx instruments and reagents for RNA detection in Germany. The injunction took effect on June 1, 2023. On May 25, 2023, NanoString filed an appeal of the Germany CosMx Action in the Munich Higher Regional Court. A

#### 10x Genomics, Inc.

##### Notes to Unaudited Condensed Consolidated Financial Statements

hearing date has not yet been set for this appeal. On October 30, 2023, NanoString requested that the Higher Regional Court temporarily stay enforcement of the injunction pending the appeal. On December 20, 2023, the Higher Regional Court granted NanoString's request conditioned upon NanoString posting a 2.3 million Euro security deposit.

On July 29, 2022, NanoString filed a nullity action with the German Federal Patent Court challenging the validity of the EP928 patent. On February 10, 2023, the German Federal Patent Court issued a preliminary opinion upholding the validity of certain claims of the EP928 patent directed to in situ analysis. On May 7, 2024, the German Federal Patent Court reversed its preliminary opinion and revoked the German part of the EP928 patent. The Company strongly disagrees with this decision and will plans to appeal the decision.

On June 1, 2023, the Company filed requests for preliminary injunctions in the Munich Local Division of the Unified Patent Court ("UPC") alleging that NanoString's CosMx Spatial Molecular Imager and associated instruments, reagents and services for RNA detection infringe the EP928 patent and EP Patent No. 4108782 (the "EP782 patent"). Hearings were held for the EP782 and EP928 patents on September 5 and September 19, respectively. On September 19, 2023, the UPC granted the Company's request with respect to the EP782 patent and issued a preliminary injunction requiring NanoString to stop selling and supplying CosMx instruments and reagents for RNA detection in all 17 UPC member states. On October 10, 2023, the UPC denied the Company's preliminary injunction request for the EP928 patent. On October 2, 2023, NanoString filed an appeal of the preliminary injunction for the EP782 patent in the UPC Court of Appeals. A hearing was held before the UPC Court of Appeals on December 18, 2023. The UPC Court of Appeals overturned the preliminary injunction on February 26, 2024.

On August 31 and September 18, 2023 the Company filed main requests in the Munich Local Division of the UPC alleging that NanoString's CosMx Spatial Molecular Imager and associated instruments, reagents and services for RNA detection infringe the EP782 and EP928 patents, respectively. No hearings have yet been set for these main requests.

On July 18, 2023, NanoString filed an opposition in the European Patent Office challenging the validity of the EP782 patent. An oral hearing for this opposition is scheduled on March 18, 2025. On July 27, 2023, NanoString filed a revocation action in the Munich Central Division of the UPC challenging the validity of the EP928 patent. An oral hearing for this revocation

#### 10x Genomics, Inc.

##### Notes to Unaudited Condensed Consolidated Financial Statements

action is scheduled for was held on September 18, 2024. On October 17, 2024, the UPC revoked EP928 in its entirety. The Company strongly disagrees with this decision and plans to appeal the decision.

#### Vizgen

On May 3, 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/or 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. The Company seeks, among other relief, injunction relief and unspecified damages (including attorneys' fees) in relation to Vizgen's making, using, selling, offering to sell, exporting and/or importing in the United States the MERSCOPE Platform and workflow and/or Vizgen's Lab Services program, including associated instruments and reagents. 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 was held on January 10, 2024, and the Court issued its claim construction order on February 1, 2024.

On August 30, 2022, Vizgen filed its answer and counterclaims alleging that the Company's Xenium product infringes U.S. Patent No. 11,098,303 (the "303 patent"). Vizgen seeks, among other relief, injunction relief and unspecified damages (including attorneys' fees) in relation to the Company's making, using, selling, offering to sell, exporting and/or importing in the United States Xenium products, including associated instruments and reagents. 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. On October 27, 2022, the Company filed a partial answer and motion to dismiss the infringement counterclaim and the tort counterclaims. On February 2, 2023, the Company's motion to dismiss was denied. The Company believes Vizgen's claims are meritless and intends to vigorously defend itself.

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

On March 15, 2023, the Company filed an amended complaint additionally alleging that the MERSCOPE Platform and workflow and Vizgen's Lab Services program infringe U.S. Patent No. 11,549,136 and withdrawing its claim of infringement of U.S. Patent No. 11,293,054. On April 17, 2023, Vizgen filed its answer adding amended counterclaims including antitrust, unfair competition, tort and contract counterclaims. Vizgen seeks, among other relief, injunctive relief (including that the Company grant Vizgen a license to the patents that the Company asserted against Vizgen) and unspecified damages (including attorneys' fees). On May 18, 2023, the Company filed a motion to dismiss Vizgen's amended counterclaims. On July 10, 2023, the Court granted the Company's motion to dismiss Vizgen's contract counterclaim but otherwise denied the Company's motion to dismiss. On April 29, 2024, Vizgen amended its counterclaims to add additional antitrust counterclaims based on alleged bundling and predatory pricing. The Company believes Vizgen's claims are meritless and intends to vigorously defend itself.

Trial on the Company's claims and on Vizgen's non-patent counterclaims is scheduled for February 2025. A trial date on Vizgen's counterclaim regarding the 303 patent is expected to be set for the second half of 2024.

On August 30, 2023, the Company filed a petition for IPR of the 303 patent. Institution was denied on March 7, 2024.

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

On June 1, 2023, the Company filed suit in the Hamburg Local Division of the UPC alleging that Vizgen's MERSCOPE products infringe the EP782 patent. The Company seeks, among other relief, injunction relief and unspecified damages (including attorneys' fees) in relation to Vizgen's MERSCOPE products in all 17 UPC member states. A hearing for this UPC action **has not yet been set. is scheduled for March 2025.**

*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 products and ATAC-seq products infringe U.S. Patent Nos. 10,155,981 (the "981 patent"), 10,697,013 (the "013 patent"), 10,240,197 (the "197 patent"), 10,150,995 (the "995 patent"), 10,619,207 (the "207 patent") and **10,738,357. 10,738,357 (the "357 patent")**. The Company seeks, among other relief, injunction relief and unspecified damages (including attorneys' fees) in relation to Parse's making, using, selling, offering to sell, exporting and/or importing in the United States Parse's Evercode Whole Transcriptomics products and ATAC-seq products. On October 17, 2022, Parse filed a motion to dismiss alleging that the asserted claims are directed to patent ineligible subject matter. The Court held a hearing on the motion to dismiss on November 22, 2022, and supplemental briefing was submitted on December 15, 2022. On September 14, 2023, the Court denied the motion. Parse filed its answer on October 6, 2023. A Markman hearing was held on February 21, 2024, and the Court issued its claim construction order on May 3, 2024. **Trial is scheduled for December 2024.**

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

Between April 20 and June 21, 2023, Parse filed petitions for IPR of all of the patents asserted. **On October 13, 2023, IPR was instituted on the 981 patent. Oral argument for the 981 IPR took place on July 24, 2024. A final written decision on the 981 IPR is expected in October 2024.** The PTAB denied institution of Parse's petitions for on the 995, 207, and 357 patents, and instituted IPR on the **other five asserted 981, 013, and 197 patents.** On **January 2 and 5, 2024, Parse filed rehearing requests with September 17, 2024,** the PTAB issued a Final Written Decision finding all challenged claims of the 981 patent unpatentable. The Company strongly disagrees with this decision and plans to appeal this decision. Oral argument for the 197 and 013 patents respectively. On February 5, 2024, the PTAB instituted IPRs for the 197 and 013 patents is scheduled on **Parse's requests for rehearing. November 6, 2024.**

On November 6, 2023, Parse filed a motion to stay the Delaware action pending the IPRs. On December 21, 2023, the court denied Parse's motion to stay. On February 8, 2024, Parse filed a renewed motion to stay. On February 20, 2024, the court denied Parse's renewed motion to stay. **Trial is scheduled for March 2025.**

*Curio*

On December 1, 2023, the Company filed suit against Curio Bioscience, Inc. ("Curio") in the U.S. District Court for the District of Delaware alleging that the Curio Seeker Spatial Mapping Kit and associated products and services infringe U.S. Patent Nos. 10,480,022, **(the "022 patent")**, 10,662,468, 11,001,879, 11,549,138, and 11,761,030. On February 1, 2024, Curio filed a motion to dismiss alleging that the asserted claims are directed to patent ineligible subject matter. The Court denied that motion on May 9, 2024. On May 31 and June 20, 2024, Curio answered the Complaint and filed antitrust and unfair competition counterclaims. The Company filed a motion to dismiss Curio's unfair competition and antitrust counterclaims on July 5, 2024. The Company believes Curio's counterclaims are meritless and intends to vigorously defend itself. Trial is scheduled for May 2026.

**On September 11, 2024, Curio filed a petition for IPR of the 022 patent. An institution decision is pending.**

On December 4, 2023, the Company filed a request for a preliminary injunction in the Dusseldorf Local Division of the UPC alleging that the Curio Seeker Spatial Mapping Kit and associated products and services infringe EP Patent No. 2697391 (the "EP391 patent"). A hearing was held on March 26, 2024. On April 30, 2024, the UPC granted the Company's request and issued a preliminary injunction requiring Curio to stop offering, marketing, using or possessing these Curio Seeker products and services in Germany, France and Sweden. Curio did not appeal the preliminary injunction. On March 25, 2024, the Company filed a main request in the Dusseldorf Local Division of the UPC alleging that the Curio Seeker Spatial Mapping Kit and associated products and services infringe the EP391 patent.

## 5. Capital Stock

As of **June 30, 2024** **September 30, 2024**, the number of shares of Class A common stock and Class B common stock issued and outstanding were **106,417,334** **106,983,035** and 14,056,833, 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		Nine Months Ended	
	September 30,		September 30,	
	2024	2023	2024	2023
Class B common stock converted to Class A common stock	—	—	—	4,610,422

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

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Class B common stock converted to Class A common stock	—	4,010,422	—	4,610,422

## 6. 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		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Cost of revenue				
Research and development				
Selling, general and administrative				
Total stock-based compensation expense				

### Restricted Stock Units

Restricted stock unit activity for the **six** **nine** months ended **June 30, 2024** **September 30, 2024** is as follows:

	Restricted Stock Units	Restricted Stock Units	Weighted-Average Grant Date Fair Value (per share)	Restricted Stock Units	Weighted-Average Grant Date Fair Value (per share)
Outstanding as of December 31, 2023					
Granted					
Vested					
Cancelled					
Outstanding as of June 30, 2024					
Outstanding as of September 30, 2024					

### Stock Options

Stock option activity for the **six** **nine** months ended **June 30, 2024** **September 30, 2024** is as follows:

	Stock Options	Stock Options	Weighted-Average Exercise Price	Stock Options	Weighted-Average Exercise Price
Outstanding as of December 31, 2023					
Exercised					
Exercised					
Exercised					
Cancelled and forfeited					
Outstanding as of June 30, 2024					
Outstanding as of September 30, 2024					

#### Performance Stock Awards

In March 2024, the Company granted 219,168 performance stock units (PSUs) under the 2019 Plan to certain members of management which are subject to the achievement of certain performance conditions established by the Company's Compensation Committee of the Board of Directors as described below:

- i. 50% of target PSUs earned will be based on the Company's compound annual growth rate (CAGR) of the Company's Revenue over a two-year performance period from January 1, 2024 to December 31, 2025. Holders may earn from 0% to 175% of the target amount of shares and earned PSUs will then be subject to service-based vesting; and

#### 10x Genomics, Inc.

#### Notes to Unaudited Condensed Consolidated Financial Statements

- ii. 50% of target PSUs earned will be based on the relative Total Shareholder Return (TSR) of the Company's common stock as compared to the TSR of the members of the Russell 3000 Medical Equipment and Services Sector Index over a three-year performance period from January 1, 2024 to December 31, 2026. Depending on the results relative to the TSR market condition, the holders may earn from 0% to 200% of the target amount of shares which will vest at the end of the performance period.

#### 10x Genomics, Inc.

#### Notes to Unaudited Condensed Consolidated Financial Statements

The PSUs will be forfeited if the performance conditions are not achieved at the end of the relative performance periods as described above. The vesting of the PSUs can also be triggered upon certain change in control events or in the event of death or disability.

The weighted-average grant date fair values of the PSUs relating to CAGR and TSR components were \$37.43 and \$44.80 per share respectively. Stock-based compensation expense recognized for these awards was approximately \$0.7 million \$0.5 million and \$0.8 million \$1.4 million for the three and six nine months ended June 30, 2024 September 30, 2024, respectively.

The Company estimated the fair values of shares granted under the market-based TSR PSUs using a Monte Carlo simulation model with the following assumptions:

Expected volatility	66%
Risk-free interest rate	4.5%
Expected dividend yield	—%

In March 2023, the Company granted 172,842 PSUs under the 2019 Plan to certain members of management, which are subject to the achievement of certain stock price thresholds established by the Company's Compensation Committee of the Board of Directors.

As of June 30, 2024 September 30, 2024, the performance periods for the 2024 PSUs were not completed and none of the stock price thresholds for the 2023 PSUs had been met resulting in no shares vesting or becoming exercisable.

#### 2019 Employee Stock Purchase Plan

A total of 3,686,671 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 three nine months ended June 30, 2024 September 30, 2024 and 2023, 192,869 and 117,280 shares of Class A common stock, respectively, were issued under the ESPP. There were no shares of Class A common stock were issued under the ESPP during the three months ended March 31, 2024 September 30, 2024 and 2023. As of June 30, 2024 September 30, 2024, there were 2,898,194 shares available for issuance under the ESPP.

#### 7. 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 June 30,			Six Months Ended June 30,						
	Three Months Ended September 30,			Nine Months Ended September 30,						
	2024	2024	2023	2024	2023	2024	2023	2024	2023	
Stock options to purchase common stock										
Restricted stock units										
Shares committed under ESPP										
Total										
Total										
Total										

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 consolidated 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, 2023 filed with the SEC on February 15, 2024 (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 biology. Our integrated solutions include instruments, consumables and software for analyzing biological systems at resolution and scale that matches the complexity of biology. 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 X Series and Chromium Connect instruments, which we refer to as “Chromium instruments,” our Visium CytAssist, an instrument designed to simplify the Visium solution workflow by facilitating the transfer of transcriptomic probes from standard glass slides to Visium slides, and our Xenium Analyzer, an instrument designed for fully automated high-throughput analysis of cells in their tissue environment, which we refer to as “Spatial instruments,” and our proprietary microfluidic chips, slides, reagents and other consumables for our Chromium, Visium and Xenium 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 scale, 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 \$37.9 million \$35.8 million and \$97.8 million \$133.6 million for the three and six nine months ended June 30, 2024 September 30, 2024 and \$62.4 million \$93.0 million and \$113.2 million \$206.1 million for the three and six nine months ended June 30, 2023 September 30, 2023, respectively. As of June 30, 2024 September 30, 2024, we had an accumulated deficit of \$1.4 billion and cash and cash equivalents and marketable securities totaling \$380.1 million \$398.2 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 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.

Comparison of the Three and Six Nine Months Ended June 30, 2024 September 30, 2024 and 2023

Revenue													

Revenue increased \$6.3 million decreased \$2.0 million, or 4% 1%, to \$153.1 million \$151.7 million for the three months ended June 30, 2024 September 30, 2024 as compared to the three months ended June 30, 2023 September 30, 2023. Instruments revenue decreased \$7.1 million \$15.9 million, or 23% 45%, to \$23.9 \$19.1 million for the three months ended June 30, 2024 September 30, 2024 as compared to the three months ended June 30, 2023 September 30, 2023, primarily due to lower volume of Chromium and Spatial instruments sold. Consumables revenue increased \$10.9 million \$11.8 million, or 10%, to \$123.4 \$126.2 million for the three months ended June 30, 2024 September 30, 2024 as compared to the three months ended June 30, 2023 September 30, 2023, primarily driven by higher Spatial consumables sales.

Revenue increased \$13.0 million \$11.0 million, or 5% 3%, to \$294.1 million \$445.8 million for the six nine months ended June 30, 2024 September 30, 2024 as compared to the six nine months ended June 30, 2023 September 30, 2023. Instruments revenue decreased \$0.8 million \$16.7 million, or 2% 20%, to \$49.3 \$68.4 million for the six nine months ended June 30, 2024 September 30, 2024 as compared to the six nine months ended June 30, 2023 September 30, 2023, primarily due to lower volume of Chromium instruments sold, partially offset by higher volume of and Spatial instruments sold. Consumables revenue increased \$8.8 million \$20.7 million, or 4% 6%, to \$233.7 \$359.9 million for the six nine months ended June 30, 2024 September 30, 2024 as compared to the six nine months ended June 30, 2023 September 30, 2023, primarily driven by growth in Spatial consumables sales partially offset by lower Chromium consumables sales.

Cost of revenue, gross profit and gross margin																	
		Three Months Ended June 30,						Six Months Ended June 30,									
		Change						Change									
		Three Months Ended September 30,						Nine Months Ended September 30,									
		Change						Change									
(dollars in thousands)	(dollars in thousands)	2024	2023	\$	%	2024	2023	\$	%	(dollars in thousands)	2024	2023	\$	%	2023		
Cost of revenue	Cost of revenue	\$ 48,884	\$ 47,207	\$ 1,677	4	4	\$ 96,976	\$ 83,102	\$ 13,874	17	17	Cost of revenue	\$ 45,261	\$ 58,115	\$ (12,854)	(22)	(22)
Gross profit	Gross profit	\$104,220	\$99,612	\$ 4,608	5	5	\$197,134	\$198,002	\$ (868)	—	—	Gross profit	\$106,393	\$ 95,529	\$ 10,864	11	11



## Gross margin

Cost of revenue increased \$1.7 million decreased \$12.9 million, or 4% 22%, to \$48.9 million \$45.3 million for the three months ended June 30, 2024 September 30, 2024 as compared to the three months ended June 30, 2023 September 30, 2023. The decrease was primarily driven by lower manufacturing costs of \$13.7 million due to decreased sales, \$1.9 million of lower warranty charges, and lower inventory write-downs of \$0.5 million, partially offset by higher royalties of \$3.2 million. Gross margin increased to 70% primarily due to change in product mix.

Cost of revenue increased \$1.0 million, or 1%, to \$142.2 million for the nine months ended September 30, 2024 as compared to the nine months ended September 30, 2023. The increase was primarily driven by higher manufacturing costs royalties of \$2.3 million due to increased sales \$7.8 million and higher costs associated with newly introduced products and \$0.9 million \$1.0 million of higher warranty charges, partially offset by lower manufacturing costs of \$5.6 million due to decrease in sales and lower inventory write-downs of \$1.5 million \$2.2 million. Gross margin remained flat at 68%.

Cost of revenue increased \$13.9 million, or 17%, to \$97.0 million for the six months ended June 30, 2024 as compared to the six months ended June 30, 2023. The increase was primarily driven by higher manufacturing costs of \$12.7 million due to increased sales and higher costs of newly introduced products and \$2.9 million of higher warranty charges, partially offset by lower inventory write-downs of \$1.8 million. Gross margin percentage decreased by 3% points to 67% primarily due to change in product mix and higher royalties.

We expect our gross margin to continue to fluctuate due to product mix and the impact of royalty obligations which vary by product.

		Three Months Ended June 30,				Six Months Ended June 30,						Nine Months Ended September 30,				
		Change				Change						Change				
		September 30,				September 30,						September 30,				
(dollars in thousands)	(dollars in thousands)	2024	2023	\$	%	2024	2023	\$	%	(dollars in thousands)	2024	2023	\$	%		
Research and development	Research and development	\$ 62,918	\$ 71,460	\$ (8,542)	(12)	(12)%	\$131,556	\$138,558	\$ (7,002)	(5)	(5)%	Research and development	\$66,174	\$66,507	\$ (333)	(0.5)
Selling, general and administrative	Selling, general and administrative															
In-process research and development	In-process research and development															
Selling, general and administrative	Selling, general and administrative															
Total operating expenses	Total operating expenses	\$145,957	\$162,970	\$ (17,013)	(10)	(10)%	\$300,369	\$313,348	\$ (12,979)	(4)	(4)%	\$ 147,878	\$190,324	\$ (42,446)	(22)	

Research and development expenses decreased \$8.5 million \$0.3 million, or 12% 1%, to \$62.9 million \$66.2 million for the three months ended June 30, 2024 September 30, 2024, as compared to the three months ended June 30, 2023 September 30, 2023. The decrease was primarily driven by \$4.5 million of lower laboratory materials and supplies used to support our research and development efforts, a decrease in personnel expenses of \$2.5 million \$1.9 million, including a decrease of \$1.7 million \$1.9 million reduction in stock-based compensation expense, and a decrease in other expenses allocated costs for facilities and information technology of \$0.7 million \$0.6 million, partially offset by an increase in laboratory materials and supplies of \$2.3 million.

Research and development expenses decreased \$7.0 million \$7.3 million, or 5% 4%, to \$131.6 million \$197.7 million for the six nine months ended June 30, 2024 September 30, 2024, as compared to the six nine months ended June 30, 2023 September 30, 2023. The decrease was primarily driven by lower laboratory materials, supplies and expensed equipment of \$4.5 million used to support our research and development efforts, lower a decrease in personnel expenses of \$1.8 million \$3.7 million, including a decrease of \$2.6 million \$4.5 million reduction in stock-based compensation expense, a decrease in laboratory materials and supplies of \$2.2 million, a decrease in depreciation and amortization of \$0.6 million, and a decrease in consulting and professional services of \$0.9 million \$0.5 million.



Selling, general and administrative expenses decreased \$8.5 million \$0.7 million, or 9% 1%, to \$83.0 million \$81.7 million for the three months ended June 30, 2024 September 30, 2024, as compared to the three months ended June 30, 2023 September 30, 2023. The decrease was primarily driven by \$6.9 million of lower a decrease in personnel expenses of \$4.5 million, including a decrease of \$5.9 million \$4.8 million reduction in stock-based compensation expense, a decrease partially offset by an increase in outside legal expenses of \$2.7 million, an increase in marketing expenses related to conferences and seminars of \$0.7 million, and an increase in allocated costs for facilities and information technology to support operational expansion of \$0.6 million in the three months ended September 30, 2023.

Selling, general and administrative expenses decreased \$6.7 million, or 3%, to \$250.5 million for the nine months ended September 30, 2024, as compared to the nine months ended September 30, 2023. The decrease was primarily driven by lower personnel expenses of \$3.5 million and \$16.9 million, including a \$16.3 million reduction in stock-based compensation expense, a decrease in marketing expenses related to conferences and seminars of \$2.4 million \$1.4 million, and a decrease in allocated costs for facilities and information technology of \$0.9 million, partially offset by an increase in outside legal expenses of \$3.5 million \$12.1 million. Facilities and information technology costs includes a one-time lease impairment charge of \$2.8 million in the three nine months ended June 30, 2023.

Selling, general and administrative expenses decreased \$6.0 million, or 3%, to \$168.8 million for the six months ended June 30, 2024, as compared to the six months ended June 30, 2023. The decrease was primarily driven by lower personnel expenses of \$12.4 million, including a decrease of \$11.6 million in stock-based compensation expense, a decrease in marketing expenses related to conferences and seminars of \$2.1 million and a decrease in facilities and information technology expenses supporting operational expansion of \$1.5 million, partially offset by an increase in outside legal expenses of \$9.4 million. Facilities and Information Technology costs includes a one-time lease impairment charge of \$2.8 million in the six months ended June 30, 2023 September 30, 2023. During the six nine months ended June 30, 2024 September 30, 2024, the Company recorded impairment charges of \$2.1 million related to computer equipment and software of which \$1.1 million was classified as selling, general and administrative expenses in the condensed consolidated statement of operations. The impairment charge was triggered by a decision to discontinue a software project.

**Excluding acquisitions, we expect our operating expenditures to continue to increase in 2024 and beyond as we increase our investment in new and existing research and development projects, commercial efforts to support revenue growth and incentives to retain key talent. In addition, we expect increased legal costs in remaining quarters of 2024 to support the protection of our intellectual property portfolio.**

Other income (expense), net															
		Three Months Ended June 30,				Six Months Ended June 30,						Three Months Ended September 30,			
		Change				Change						Change			
(dollars in thousands)	(dollars in thousands)	2024	2023	\$	%	2024	2023	\$	%	(dollars in thousands)	2024	2023	\$	%	
Interest income	Interest income	\$4,715	\$4,100	\$615	15	\$9,451	\$7,969	\$1,482	19	Interest income	\$4,971	\$4,300	\$671	16	
Interest expense															
Other expense, net															
Other income (expense), net															
Total other income															
Total other income															
Total other income		\$4,658	\$2,591	\$2,067	80 %	\$8,353	\$4,925	\$3,428	70 %						
Total other income, net															
Total other income, net															
Total other income, net		\$7,047	\$3,051	\$3,996	131 %	\$15,400	\$7,976	\$7,424	93 %						

Interest income increased by \$0.6 million \$0.7 million or 15% 16% to \$4.7 million \$5.0 million for the three months ended June 30, 2024 September 30, 2024 as compared to the three months ended June 30, 2023 September 30, 2023. Interest income increased by \$1.5 million \$2.2 million, or 19% 18%, to \$9.5 million \$14.4 million for the six nine months

ended **June 30, 2024** **September 30, 2024** as compared to the **six** **nine** months ended **June 30, 2023** **September 30, 2023**. The increase was primarily due to interest income generated from our cash equivalents and marketable securities during the three and **six** **nine** months ended **June 30, 2024** **September 30, 2024** reflecting an increase in interest rates.

Other expense, net decreased by **\$1.4 million** **\$3.3 million**, or **96%** **267%** to **\$0.1 million** **\$2.1 million** for the three months ended **June 30, 2024** **September 30, 2024** as compared to the three months ended **June 30, 2023** **September 30, 2023**. Other expense, net decreased by **\$1.9 million** **\$5.3 million**, or **64%** **123%** to **\$1.1 million** **\$1.0 million** for the **six** **nine** months ended **June 30, 2024** **September 30, 2024** as compared to the **six** **nine** months ended **June 30, 2023** **September 30, 2023**. **The decrease was** **These decreases were** driven by realized and unrealized losses from foreign currency rate measurement fluctuations.

Provision for Income Taxes

The Company's provision for income taxes was **\$0.8 million** **\$1.3 million** and **\$3.0 million** **\$4.3 million**, respectively, for the three and **six** **nine** months ended **June 30, 2024** **September 30, 2024**, and **\$1.6** **\$1.2 million** and **\$2.7 million** **\$4.0 million**, respectively, for the three and **six** **nine** months ended **June 30, 2023**. **The decrease of \$0.8 million for the three months ended June 30, 2024 as compared to the three months ended June 30, 2023 is primarily due to lower foreign income. The provision for income taxes remained flat for the six months ended June 30, 2024 as compared to the six months ended June 30, 2023** **September 30, 2023**. Deferred tax assets related to our domestic operations are fully offset by a valuation allowance.

Liquidity and Capital Resources

As of **June 30, 2024** **September 30, 2024**, we had **\$380.1** **\$398.2 million** in cash and cash **equivalents and marketable securities, equivalents**. We have generated negative cumulative cash flows from operations since inception through **June 30, 2024** **September 30, 2024**, and we have generated losses from operations since inception as reflected in our accumulated deficit of \$1.4 billion.

We currently anticipate making aggregate capital expenditures of between approximately \$15 million and \$20 million during the next 12 months, which we expect to include, among other expenditures, 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 timing and extent of additional capital expenditures to invest in existing and new facilities, the expansion of sales and marketing and international activities, legal costs associated with defending and enforcing intellectual property rights 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.

We expect to continue to incur operating losses for the foreseeable future. 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 maintain the majority of our cash and cash equivalents in accounts with major U.S. and multi-national financial institutions, and our deposits at these institutions exceed insured limits. Market conditions can impact the viability of these institutions. In the event of failure of any of the financial institutions where we maintain our cash and cash equivalents, there can be no assurance that we would be able to access uninsured funds in a timely manner or at all. Any inability to access or delay in accessing these funds could adversely affect our business and financial position.

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.

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

	Six Months Ended June 30,		Nine Months Ended September 30,			
(in thousands)	(in thousands)	2024	2023	(in thousands)	2024	2023
Net cash provided by (used in):						
Operating activities						
Operating activities						
Operating activities						

Investing activities
Financing activities
Effect of exchange rate changes on cash, cash equivalents, and restricted cash
Net increase in cash and cash equivalents

#### Operating activities

The net cash ~~used in~~ ~~provided by~~ operating activities of ~~\$8.2 million~~ ~~\$13.4 million~~ for the ~~six~~ ~~nine~~ months ended ~~June 30, 2024~~ ~~September 30, 2024~~ was primarily due to a net loss of ~~\$97.8~~ ~~\$133.6 million~~, net cash ~~outflow~~ ~~inflow~~ from changes in operating assets and liabilities of ~~\$10.4 million~~ ~~\$2.6 million~~, primarily offset by stock-based compensation expense of ~~\$74.6~~ ~~\$108.2 million~~, depreciation and amortization of ~~\$18.2 million~~ ~~\$27.1 million~~, lease and asset impairment charges of \$2.5 million, amortization of leased right-of-use assets of ~~\$4.2 million~~ ~~\$6.0 million~~, and other non-cash expenses of ~~\$0.5~~ ~~\$0.6 million~~. The net cash ~~outflow~~ ~~inflow~~ from operating assets and liabilities was primarily due to an decrease in accounts receivable of \$31.3 million due to timing of collections, increase in accounts payable of \$10.0 million and an increase in deferred revenue of \$8.1 million. The net cash inflow from operating assets and liabilities was partially offset by a decrease in accrued expenses and other current liabilities of ~~\$12.1 million~~ ~~\$17.1 million~~ primarily driven by payments related to purchase consideration and royalty payments, an increase in inventory of ~~\$15.1 million~~ ~~\$19.4 million~~, a decrease in accrued compensation and other related benefits of \$10.0 million related to the prior year annual bonus payments and a decrease in operating lease liability of \$5.6 million. The net cash outflow from operating assets and liabilities was partially offset by an increase in accounts receivable of \$23.6 million due to timing of collections, an increase in accounts payable of \$5.7 million and an increase in deferred revenue of ~~\$5.8~~ ~~\$9.8 million~~.

The net cash used in operating activities of ~~\$15.7 million~~ ~~\$41.0 million~~ for the ~~six~~ ~~nine~~ months ended ~~June 30, 2023~~ ~~September 30, 2023~~ was primarily due to a net loss of ~~\$113.2 million~~ ~~\$206.1 million~~, net cash outflow from changes in operating assets of which \$41.4 million related to in-process research and liabilities of \$15.9 million, primarily development expense, partially offset by stock-based compensation expense of ~~\$87.8 million~~ ~~\$128.0 million~~, depreciation and amortization of ~~\$16.4 million~~ ~~\$25.8 million~~, amortization of leased right-of-use assets of ~~\$4.1 million~~ ~~\$6.1 million~~, lease impairment charges of \$2.8 million, realized losses on sale of marketable securities of \$1.7 million and other non-cash expenses of ~~\$0.6 million~~ ~~\$0.5 million~~ and net cash inflow from changes in operating assets and liabilities of \$0.3 million. The net cash ~~outflow~~ ~~inflow~~ from operating assets and liabilities was primarily due to an increase in accrued expenses and other current liabilities of \$9.2 million, an increase in deferred revenue of \$6.6 million, an increase in other noncurrent assets liabilities of \$18.1 million primarily due to an upfront payment for an intellectual property license of \$10.0 million ~~\$0.6 million~~ and a legal security deposit decrease in accounts receivable of ~~\$7.8 million~~ ~~\$0.4 million~~. The net cash inflow from operating assets and liabilities was primarily offset by a decrease in operating lease liability of \$5.9 million, a decrease in accrued compensation and other related benefits of ~~\$10.3 million~~ ~~\$4.2 million~~ primarily related to the prior year annual bonus payments, a decrease in operating lease liability of \$4.5 million, an increase in inventory of \$2.3 million, and a decrease in prepaid expenses and other current assets of \$2.1 million. The net cash outflow from operating assets ~~\$3.6 million~~ and liabilities was partially offset by a decrease of accounts receivable of \$16.5 million due to timing of collections, an increase in deferred revenue of \$2.9 million, and an increase in accounts payable of ~~\$1.3 million~~ ~~\$2.8 million~~ due to timing of vendor payments.

#### Investing activities

The net cash provided by investing activities of ~~\$22.6 million~~ ~~\$19.0 million~~ in the ~~six~~ ~~nine~~ months ended ~~June 30, 2024~~ ~~September 30, 2024~~ was due to proceeds from sales and maturities of marketable securities of ~~\$3.6 million~~ ~~\$3.9 million~~ and \$25.8 million, respectively, partially offset by purchases of property and equipment and intangible assets of ~~\$5.8 million~~ ~~\$9.7 million~~ and \$1.0 million, respectively.

The net cash provided by investing activities of ~~\$115.5 million~~ ~~\$120.4 million~~ in the ~~six~~ ~~nine~~ months ended ~~June 30, 2023~~ ~~September 30, 2023~~ was due to proceeds from sales and maturities of marketable securities of ~~\$94.9 million~~ ~~\$96.1 million~~ and ~~\$51.2 million~~ ~~\$70.3 million~~, respectively, partially offset by purchases of property and equipment and intangible assets of ~~\$29.9 million~~ ~~\$45.2 million~~ and ~~\$0.7 million~~ ~~\$0.9 million~~, respectively.

#### Financing activities

The net cash provided by financing activities of ~~\$6.2 million~~ ~~\$6.4 million~~ in the ~~six~~ ~~nine~~ months ended ~~June 30, 2024~~ ~~September 30, 2024~~ was primarily from proceeds related to the issuance of common stock from the exercise of stock options and employee stock purchase plan.

The net cash provided by financing activities of ~~\$3.7 million~~ ~~\$8.1 million~~ in the ~~six~~ ~~nine~~ months ended ~~June 30, 2023~~ ~~September 30, 2023~~ was primarily from proceeds of ~~\$9.5 million~~ ~~\$13.9 million~~ from the issuance of common stock from the exercise of stock options and employee stock purchase plan, partially offset by payments on financing arrangements of \$5.8 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 **six nine** months ended **June 30, 2024** **September 30, 2024** 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 15, 2024.

### 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, 2023.

### 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 **June 30, 2024** **September 30, 2024**.

#### 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 **June 30, 2024** **September 30, 2024** 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.

Refer to Note 4 to our unaudited condensed consolidated financial statements included elsewhere in 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](http://www.sec.gov).

### Item 5. Other Information

None of our directors or officers adopted, modified or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement during the quarter ended **June 30, 2024** **September 30, 2024**, as such terms are defined under Item 408(a) of Regulation S-K, S-K, except as follows:

On September 12, 2024, Serge Saxonov, Chief Executive Officer, adopted a Rule 10b5-1 trading arrangement that is intended to satisfy the affirmative defense of Rule 10b5-1(c) for the sale of up to 35,600 shares of the Company's common stock plus up to 136,000 carryover shares from a prior 10b5-1 plan that will expire on December 31, 2024, subject to certain conditions. The expiration date of the trading arrangement is December 31, 2025.

### Item 6. Exhibits.

Exhibit Number	Exhibit Title	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
3.1	<a href="#">Amended and Restated Certificate of Incorporation of the Registrant.</a>	8-K	001-39035	3.1	9/16/2019

3.2	<a href="#">Amended and Restated Bylaws of the Registrant.</a>	10-Q	001-39035	3.2	11/3/2022	
4.1	<a href="#">Form of Stock Certificate for Class A common stock of the Registrant.</a>	S-1	333-233361	4.2	8/19/2019	
10.1+	<a href="#">Amended and Restated Non-Employee Director Compensation Policy.</a>					X
31.1	<a href="#">Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					X
31.2	<a href="#">Certification of Principal Financial and Accounting Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					X
32.1*	<a href="#">Certification of Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>					X
32.2*	<a href="#">Certification of Principal Financial and Accounting Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>					X
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).					

Exhibit Number	Exhibit Title	Incorporated by Reference				
		Form	File No.	Exhibit	Filing Date	Filed Herewith
3.1	<a href="#">Amended and Restated Certificate of Incorporation of the Registrant.</a>	8-K	001-39035	3.1	9/16/2019	
3.2	<a href="#">Amended and Restated Bylaws of the Registrant.</a>	10-Q	001-39035	3.2	11/3/2022	
4.1	<a href="#">Form of Stock Certificate for Class A common stock of the Registrant.</a>	S-1	333-233361	4.2	8/19/2019	
10.1+	<a href="#">2019 Omnibus Incentive Plan and forms of award agreements thereunder.</a>	S-1/A	333-233361	10.11	9/3/2019	
10.1.1+	<a href="#">Form of 2019 Omnibus Incentive Plan Stock Option Award Notice and Agreement.</a>					X
10.1.2+	<a href="#">Form of 2019 Omnibus Incentive Plan Restricted Stock Unit Award Notice and Agreement.</a>					X
10.2+	<a href="#">2019 Employee Stock Purchase Plan and forms of agreements thereunder.</a>	10-Q	001-39035	10.4	11/12/2019	
10.2.1+	<a href="#">Form of 2019 Employee Stock Purchase Plan Subscription Agreement.</a>					X
10.2.2+	<a href="#">Form of 2019 Employee Stock Purchase Plan Notice of Contribution Percentage Change or Withdrawal.</a>	10-K	333-39035	10.6.2	2/16/2023	
10.3+	<a href="#">Employment Offer Letter by and between the Registrant and Adam Taich dated August 7, 2024.</a>					X
31.1	<a href="#">Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					X
31.2	<a href="#">Certification of Principal Financial and Accounting Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					X

32.1*	<a href="#">Certification of Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>	X
32.2*	<a href="#">Certification of Principal Financial and Accounting Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>	X
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).	

\* 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.

+ Management contract or compensatory plan or arrangement.

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: August 8, 2024October 29, 2024

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

Date: August 8, 2024October 29, 2024

By: /s/ Justin J. McAnearAdam S. Taich  
Justin J. McAnearAdam S. Taich  
Chief Financial Officer  
(Principal Financial and Accounting Officer)

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**

**(U.S. and Non-U.S. Participants)**

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 US\$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.

For Participants residing outside of the US, for US tax purposes, to the extent applicable, this Option is intended to be a Nonstatutory Stock Option and shall not be treated as an Incentive Stock Option within the meaning of Section 422(b) of the Code.

**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 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, subject to applicable law. 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.

**The following provisions shall only apply to Participant if Participant resides outside the United States:** 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 of the US, the EU, EEA, and the UK:*

- (a) Participant voluntarily consents to the collection, use, disclosure and transfer to the United States and other jurisdictions, in electronic or another form, of his or her personal data as described in this Agreement and any other award materials ("**Data**") by and among, as applicable, the Company and any Affiliates or Subsidiaries for the exclusive purpose of implementing, administering, and managing his or her participation in the Plan. If Participant does not choose to participate in the Plan, his or her employment status or service with the Company and any Affiliates or Subsidiaries will not be adversely affected.
- (b) Participant understands that the Company and any Affiliates or Subsidiaries may collect, maintain, process and disclose, certain personal information about him or her, including, but not limited to, his or her name, home address, email address and telephone number, date of birth, social insurance number, passport or another identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all equity awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in his or her favor, for the exclusive purpose of implementing, administering and, managing the Plan.
- (c) Participant understands that Data will be transferred to one or more service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different, including less stringent, data privacy laws and protections than his or her country.

Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering, and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or another form, for the sole purpose of implementing, administering and managing his or her participation in the Plan.

- (d) Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan, including to maintain records regarding participation. Participant understands that if he or she resides in certain jurisdictions, to the extent required by applicable law, he or she may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting these Options, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing these consents on a purely voluntary basis. If Participant does not consent or if he or she later seeks to revoke his or her consent, his or her engagement as a service provider with the Company and any Affiliates or Subsidiaries will not be adversely affected; the only consequence of refusing or withdrawing his or her consent is that the Company will not be able to grant him or her Option under the Plan or administer or maintain Option. Therefore, Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan (including the right to retain the Option). Participant understands that he or she may contact his or her local human resources representative for more information on the consequences of his or her refusal to consent or withdrawal of consent.

*The following provisions shall only apply to Participant if he or she resides in the EU or EEA, the UK, or EU privacy laws are otherwise applicable:*

- (e) **Data Collected and Purposes of Collection.** Participant understands that the Company, acting as the controller, as well as the employing Affiliate or Subsidiary or any other Affiliate or Subsidiary, will process, to the extent permissible under applicable law, certain personal information about him or her, including name, home address and telephone number, information necessary to process the Option (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, details of all Options granted, canceled, vested, unvested or outstanding in his or her favor, and where applicable service termination date and reason for termination, any capital shares or directorships held in the Company (where needed for legal or tax compliance), and any other information necessary to process mandatory tax withholding and reporting (all such personal information is referred to as "**Data**"). The Data is collected from Participant, and from the Company and any Affiliates or Subsidiaries, for the purpose of implementing, administering, and managing the Plan pursuant to its terms. The legal basis (that is, the legal justification) for processing the Data is that it is necessary to perform, administer and manage the Plan pursuant to this Agreement between Participant and the Company, and in Company's legitimate interests to comply with applicable non-EU laws when performing, administering and managing the Plan, subject to his or her interest and fundamental rights. 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 hereunder. 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.

- (f) **Transfers and Retention of Data.** Participant understands that the Data will be transferred to and among the Company and any Affiliates or Subsidiaries, as well as service providers (such as stock administration providers, brokers, transfer agents, accounting firms, payroll processing firms or tax firms), for the purposes explained above, which are necessary to allow the Company to perform this Agreement. Participant understands that the recipients of the Data may be located in the United States and in other jurisdictions outside of the European Economic Area where the Company and any Affiliates or Subsidiaries or its service providers have operations. The United States and some of

these other jurisdictions have not been found by the European Commission to have adequate data protection safeguards. If the Company and any Affiliates or Subsidiaries make transfers of Data outside of the European Economic Area, those transfers will be made solely to the extent necessary to perform this Agreement and take necessary actions in connection with such performance. In addition, service providers may commit to providing adequate safeguards for the transferred Data, such as the EU-U.S. Data Privacy Framework or standard contractual clauses approved by the European Commission. In that case, Participant may obtain details of the transfers by contacting [gc@10xgenomics.com](mailto:gc@10xgenomics.com).

- (g) **Participant's Rights in Respect of Data.** Participant has the right to access his or her Data being processed by the Company or any Affiliate or Subsidiary as well as understand why the Company or any Affiliate or Subsidiary is processing such Data. Additionally, subject to applicable law, Participant is entitled to have any inadequate, incomplete, or incorrect Data corrected (that is, rectified). Further, subject to applicable law, and under certain circumstances, Participant may be entitled to the following rights in regard to his or her Data: (i) to object to the processing of Data; (ii) to have his or her Data erased, such as where it is no longer necessary in relation to the purposes for which it was processed; (iii) to 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 (iv) to port a copy of the Data provided pursuant to this Agreement or generated by him or her, in a common machine-readable format. To exercise his or her rights, Participant may contact [gc@10xgenomics.com](mailto:gc@10xgenomics.com). Participant may also contact the relevant data protection supervisory authority, as he or she has the right to lodge a complaint.

## **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; (i) the future value of the underlying Shares is unknown and cannot be predicted with certainty and (j) the Option constitutes full and complete satisfaction of any promises of equity awards in Participant's written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries), and upon Participant's acceptance of the Option any promises of equity awards in Participant's written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries) shall be of no further effect. 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.

**29. 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.

**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 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.

**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.

**32. Foreign Asset/Account and Tax Reporting.**

There may be certain foreign tax, asset and/or account reporting requirements which may affect Participant's ability to acquire or hold Shares or cash received from participating in the Plan in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets or related transactions to the tax or other authorities in Participant's country. Participant also may be required to repatriate sale proceeds or other



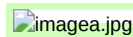
funds received as a result of participating in the Plan to Participant's country within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to comply with such regulations, and is advised to speak to a personal advisor on this matter.

### 33. Insider Trading/Market Abuse Laws.

Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, Participant's country, which may affect Participant's ability to accept, acquire, sell, or otherwise dispose of Shares, rights to Shares (e.g., the Option) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before Participant possessed inside information. Furthermore, Participant could be prohibited from (a) disclosing the inside information to any third party, and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company nor any Affiliate or Subsidiary will be responsible for such restrictions or liable for the failure on Participant's part to know and abide by such restrictions. Participant should consult with his or her own personal legal advisers to ensure compliance with local laws.

[Signatures follow]

10x GENOMICS, INC.



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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

### FOR NON-UNITED STATES PARTICIPANTS

#### 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 January 2024. 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***

#### **Tax Deferred Treatment.**

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.

*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 their ordinary meaning under Australian law.

*Predominant business of the Company.* Stock awards must not be issued to 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.

## 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](http://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 Service.**

Notwithstanding any provision of the Plan or this Agreement, the following provision shall apply to Participants Actively Employed (defined below) in Canada on the date of the termination of service of the Participant:

For purposes of this Agreement, the last day a Participant is "Actively Employed" shall be the later of, if and as applicable: (i) the last day the Participant actually performs services for the Company prior to the cessation of the Participant's service for any reason; or (ii) the last day of the minimum period of notice of termination to which the Participant is entitled under the applicable employment or labor standards legislation of the province in which the Participant performs services for the Company. For clarity, except as required by the applicable employment or labor standards legislation of the province in which the Participant performs services for the Company: (a) the last day the Participant is "Actively Employed" shall not be extended by any contractual, common law or civil law notice of termination period in respect of which the Participant may receive pay or damages in lieu of notice of termination; (b) no Option will vest under the Plan when the Participant is no longer Actively Employed; and (c) no payments in respect of the value of any Option that has not yet vested (nor any pro-rated portion thereof) shall be included in any entitlement which the Participant may have to any pay in lieu of notice of termination or damages in lieu of such notice under contract, common law or civil law.

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

### **Language Consent.**

A French translation of this Agreement and certain other documents related to the Option will be made available to Participant as soon as reasonably practicable. Participant understands that, from time to time, additional information related to the Option may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable.

### **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.

Participant hereby acknowledges and agrees that such proceeds (net of applicable China tax) will be transferred to the SAFE-approved account prior to being delivered to China Participant's personal account and that neither the China Affiliate or Subsidiary, the Company nor any Affiliate or Subsidiary shall be liable for any delays or foreign exchange rate fluctuation that may happen in this process.

#### **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 and Same Day Sale of Shares.**

In accordance with Section 6 of the Agreement, the method of payment of the aggregate exercise price of the Option shall, unless otherwise determined by the Award Administrator at its discretion, be limited to the 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.

Further, any Shares issued in settlement of the exercise of the Option shall be sold immediately on the same day of the exercise and no Participant will hold Shares in connection with the Option.

#### **Post-Termination Exercise of Option and Same Day Sale of Shares.**

In accordance with Section 8 of the Agreement, if Participant's employment with, or service to, the Company Group terminates for any reason other than Cause, the Participant may exercise any vested but unexercised Option within ninety (90) days from the termination of the Participant's employment prior to the Expiration Date

using a cashless exercise method, and all Shares issued in settlement of exercise of Options shall be sold immediately on the same day of the exercise 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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under EU Prospectus Regulation as implemented in Denmark.

### **Stock Option Act.**

By accepting this Option, Participant acknowledges that he or she received an Employer Statement, translated into Danish, which is being provided to comply with the Danish Stock Option Act (the “Act”), to the extent that the Act applies to the Option. If applicable, to the extent more favorable and required to comply with the Act, the terms set forth in the Employer Statement will apply to Participant’s participation in the Plan.

Please be aware that as set forth in Section 1 of the Act, the Act only applies to “employees” as that term is defined in Section 2 of the Act. If Participant is a member of the registered management of an Affiliate or Subsidiary or affiliate in Denmark or otherwise does not satisfy the definition of employee, Participant will not be subject to the Act and the Employer Statement will not apply to him or her.

Further, the Act has been revised with effect from 1 January 2019. As a result of the amendments, the termination provisions under the Plan and this Agreement will apply for any Awards granted after 1 January 2019. The relevant termination provisions are detailed in the Plan, this Agreement and the Employer Statement.

### **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.)

### **Foreign Asset/Account Reporting Information.**

If Participant establishes an account holding Shares or cash outside of Denmark, Participant shall report the account to the Danish Tax Administration. The form which shall be used to make the report can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described above.)

## 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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation 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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Germany.

#### **Exchange Control Information.**

If Participant remits proceeds in excess of the legally designated amount out of or into Germany, such cross-border payment shall be reported monthly to the State Central Bank. In the event that Participant makes or receives payment in excess of this amount, Participant is responsible for obtaining the appropriate form from a German bank and complying with applicable reporting requirements. In addition, Participant may be required to report the acquisition of securities (e.g., Shares) to the Bundesbank via email or telephone if the value of the securities exceeds a certain threshold. *Participant is responsible for complying with applicable reporting requirements and should consult with a personal legal advisor to ensure compliance.*

### **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 consult 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**

#### **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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Italy.

### **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.

## **JAPAN**

### **Terms and Conditions**

#### **Tax Consultation.**

Participant understands 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.

#### **Securities Law Information.**

The Option 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 Option and the Shares issuable upon the exercise of Option 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 resale, 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 shall not apply.

#### **Securities Law Information.**

The grant of Option 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/sector/effectenuitgevende-ondernemingen>.

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**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation 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**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation 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 agrees 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**

#### **Securities Law Information.**

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.

## **SOUTH KOREA**

### **Terms and Conditions**

#### **Foreign Assets Reporting Information.**

Participant understands and agrees that Korean residents shall 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 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 grant of Option under the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Spain.

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 Asset/Account Reporting Information.** To the extent that Participant holds Shares and/or has bank accounts outside Spain with a value in excess of a certain legally designated amount (for each type of asset) as of December 31 each year, Participant will be required to report information on such assets through tax form 720. After such Shares and/or accounts are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported Shares or accounts increases by more than a certain legally designated amount. Participant shall consult his or her personal advisor in this regard. Further, Participant is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the Shares held in such accounts, if the value of the transactions during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed a certain legally designated amount. The thresholds for

foreign asset/account reporting are subject to change. Therefore, Participant shall consult his or her personal advisor in this regard.

### **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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation 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.**

The grant of the Option is considered a private offering in Switzerland and is, therefore, not subject to registration in Switzerland. Neither this Agreement nor any other materials relating to the Option constitutes a prospectus as such term is understood pursuant to article 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), and neither this Agreement nor any other materials relating to the Option may be publicly distributed or otherwise made publicly available in Switzerland. Finally, neither this Agreement nor any other offering or marketing materials relating to the Option have been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (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 agrees to such terms. In this regard, upon request of the Company or any Subsidiary retaining Participant's service, Participant agrees 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 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 shall not be delivered to, or relied on by, any other person. Prospective acquirers of the securities offered, including Participant, shall conduct their own due diligence on the securities.

If Participant does not understand the contents of the Plan and this Agreement, Participant shall 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 7 of the Agreement:

Without limitation to Section 7 of the Agreement, Participant agrees that Participant is liable for all Tax Obligations and hereby covenants to pay all such Tax Obligations as and when requested by the Company and/or the employer by HM Revenue and Customs ("**HMRC**") (or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and the employer against any taxes that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax or relevant authority) on Participant's behalf.

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 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, 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.

#### **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 consult 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.

45

Exhibit 10.1.2

**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:**

**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 or an applicable jurisdiction in which the Company mandates Sell to Cover and is an employee of 10x Genomics, Inc. or one of its affiliates:**

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 or an applicable jurisdiction in which the Company mandates Sell to Cover and is an employee of 10x Genomics, Inc. or one of its affiliates:** 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 (A) participant is not an employee of 10x Genomics, Inc. or one of its affiliates or (B) if Participant is an employee of 10x Genomics, Inc. or one of its affiliates but Participant does not reside in the United States or an applicable jurisdiction in which the Company mandates Sell to Cover:**

- 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, subject to applicable law. 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 of the US, the EU, EEA, and the UK:*

- a. Participant voluntarily consents to the collection, use, disclosure and transfer to the United States and other jurisdictions, in electronic or another form, of his or her personal data as described in this Agreement and any other award materials ("**Data**") by and among, as applicable, the Company Group for the exclusive purpose of implementing, administering, and managing his or her 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.
- b. Participant understands that the Company Group may collect, maintain, process and disclose, certain personal information about him or her, including, but not limited to, his or her name, home address, email address and telephone number, date of birth, social insurance number, passport or another identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all equity awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in his or her favor, for the exclusive purpose of implementing, administering and, managing the Plan.
- c. Participant understands that Data will be transferred to one or more service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different, including less stringent, data privacy laws and protections than his or her country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering, and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or another form, for the sole purpose of implementing, administering and managing his or her participation in the Plan.
- d. Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan, including to maintain records regarding participation. Participant understands that if he or she resides in certain jurisdictions, to the extent required by applicable law, he or she may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting these Restricted Stock Units, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing these consents on a purely voluntary basis. If Participant does not consent or if he or she later seeks to revoke his or her consent, his or her engagement as a service provider with the Company Group will not be adversely affected; the only consequence of refusing or withdrawing his or her consent is that the Company will not be able to grant him or her Restricted Stock Units under the Plan or administer or maintain Restricted Stock Units. Therefore, Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan (including the right to retain the Restricted Stock Units). Participant understands that he or she may contact his or her local human resources representative for more information on the consequences of his or her refusal to consent or withdrawal of consent.

*The following provisions shall only apply to Participant if he or she resides in the EU or EEA, the UK, or EU privacy laws are otherwise applicable:*

- e. **Data Collected and Purposes of Collection.** Participant understands that the Company, acting as controller, as well as the employing Affiliate or Subsidiary or any other Affiliate or Subsidiary, will process, to the extent permissible under applicable law, certain personal information about him or her, including name, home address and telephone number, information necessary to process the Restricted Stock Units (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, details of all Restricted Stock Units granted, canceled, vested, unvested or outstanding in his or her favor, and where applicable service termination date and reason for termination, any capital shares or directorships held in the Company (where needed for legal or tax compliance), and any other information necessary to process mandatory tax withholding and reporting (all such personal information is referred to as "**Data**"). The Data is collected from Participant, and from the Company Group, for the purpose of implementing, administering, and managing the Plan pursuant to its terms. The legal basis (that is, the legal justification) for processing the Data is that it is necessary to perform, administer and manage the Plan pursuant to this Agreement between Participant and the Company, and in Company's legitimate interests to comply with applicable non-EU laws when performing, administering and managing the Plan, subject to his or her interest and fundamental rights. 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 hereunder. 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.
- f. **Transfers and Retention of Data.** Participant understands that the Data will be transferred to and among the Company Group, as well as service providers (such as stock administration providers, brokers, transfer agents, accounting firms, payroll processing firms or tax firms), for the purposes explained above, which are necessary to allow the Company to perform this Agreement. Participant understands that the recipients of the Data may be located in the United States and in other jurisdictions outside of the European Economic Area where the Company Group or its service providers have operations. The United States and some of these other jurisdictions have not been found by the European Commission to have adequate data protection safeguards. If the Company Group makes transfers of Data outside of the European Economic Area, those transfers will be made solely to the extent necessary to perform this Agreement and take necessary actions in connection with such performance. In addition, service providers may commit to providing adequate safeguards for

the transferred Data, such as the EU-U.S. Data Privacy Framework or standard contractual clauses approved by the European Commission. In that case, Participant may obtain details of the transfers by contacting [gc@10xgenomics.com](mailto:gc@10xgenomics.com).

- g. **Participant's Rights in Respect of Data.** Participant has the right to access his or her Data being processed by the Company or any Affiliate or Subsidiary as well as understand why the Company or any Affiliate or Subsidiary is processing such Data. Additionally, subject to applicable law, Participant is entitled to have any inadequate, incomplete, or incorrect Data corrected (that is, rectified). Further, subject to applicable law, and under certain circumstances, Participant may be entitled to the following rights in regard to his or her Data: (i) to object to the processing of Data; (ii) to have his or her Data erased, such as where it is no longer necessary in relation to the purposes for which it was processed; (iii) to 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 (iv) to port a copy of the Data provided pursuant to this Agreement or generated by him or her, in a common machine-readable format. To exercise his or her rights, Participant may contact [gc@10xgenomics.com](mailto:gc@10xgenomics.com). Participant may also contact the relevant data protection supervisory authority, as he or she has the right to lodge a complaint.

#### **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; (i) the future value of the underlying Shares is unknown and cannot be predicted with certainty and (j) the RSU Award constitutes full and complete satisfaction of any promises of equity awards in Participant's written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries), and upon Participant's acceptance of the RSU Award any promises of equity awards in Participant's written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries) shall be of no further or effect. 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. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

### 31. Foreign Asset/Account and Tax Reporting.

There may be certain foreign tax, asset and/or account reporting requirements which may affect Participant's ability to acquire or hold Shares or cash received from participating in the Plan in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets or related transactions to the tax or other authorities in Participant's country. Participant also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to Participant's country within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to comply with such regulations, and is advised to speak to a personal advisor on this matter.

### 32. Insider Trading/Market Abuse Laws.

Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, Participant's country, which may affect Participant's ability to accept, acquire, sell, or otherwise dispose of Shares, rights to Shares (e.g., the Restricted Stock Units) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before Participant possessed inside information. Furthermore, Participant could be prohibited from (a) disclosing the inside information to any third party, and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company nor any Affiliate or Subsidiary will be responsible for such restrictions or liable for the failure on Participant's part to know and abide by such restrictions. Participant should consult with his or her own personal legal advisers to ensure compliance with local laws.

## 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 January 2024. 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***

#### **Tax Deferred Treatment.**

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

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.

### **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 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 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](http://www.nbb.be), under the *Kredietcentrales / Centrales des crédits* caption.

## CANADA

### **Terms and Conditions**

**Termination of Service.** Notwithstanding any provision of the Plan or this Agreement, the following provision shall apply to Participants Actively Employed (defined below) in Canada on the date of the termination of service of the Participant:

For purposes of this Agreement, the last day a Participant is "Actively Employed" shall be the later of, if and as applicable: (i) the last day the Participant actually performs services for the Company prior to the cessation of the Participant's service for any reason; or (ii) the last day of the minimum period of notice of termination to which the Participant is entitled under the applicable employment or labor standards legislation of the province in which the Participant performs services for the Company. For clarity, except as required by the applicable employment or labour standards legislation of the province in which the Participant performs services for the Company: (a) the last day the Participant is "Actively Employed" shall not be extended by any contractual, common law or civil law notice of termination period in respect of which the Participant may receive pay or damages in lieu of notice of termination; (b) no Restricted Stock Units will vest under the Plan when the Participant is no longer Actively Employed; and (c) no payments in respect of the value of any Restricted Stock Units that have not yet vested (nor any pro-rated portion thereof) shall be included in any entitlement which the Participant may have to any pay in lieu of notice of termination or damages in lieu of such notice under contract, common law or civil law.

### **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.**

A French translation of this Agreement and certain other documents related to the Restricted Stock Units will be made available to Participant as soon as reasonably practicable. Participant understands that, from time to time, additional information related to the Restricted Stock Units may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless Participant indicates otherwise, the French translation of the Agreement and certain other documents will govern Participant's participation in the Plan.

### **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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Denmark.

#### **Stock Option Act.**

By accepting these Restricted Stock Units, Participant acknowledges that he or she received an Employer Statement, translated into Danish, which is being provided to comply with the Danish Stock Option Act (the "Act"), to the extent that the Act applies to the Restricted Stock Units. If applicable, to the extent more favorable and required to comply with the Act, the terms set forth in the Employer Statement will apply to Participant's participation in the Plan.

Please be aware that as set forth in Section 1 of the Act, the Act only applies to "employees" as that term is defined in Section 2 of the Act. If Participant is a member of the registered management of an Affiliate or Subsidiary or affiliate in Denmark or otherwise does not satisfy the definition of employee, Participant will not be subject to the Act and the Employer Statement will not apply to him or her.

Further, the Act has been revised with effect from 1 January 2019. As a result of the amendments, the termination provisions under the Plan and this Agreement will apply for any Awards granted after 1 January 2019. The relevant termination provisions are detailed in the Plan, this Agreement and the Employer Statement.

#### **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.)

#### **Foreign Asset/Account Reporting Information.**

If Participant establishes an account holding Shares or cash outside of Denmark, Participant shall report the account to the Danish Tax Administration. The form which shall be used to make the report can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described above.)

### **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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation 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**

#### **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 consult 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.

#### **Notifications**

#### **Securities Disclaimer.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Germany.

**Exchange Control Information.** If Participant remits proceeds in excess of the legally designated amount out of or into Germany, such cross-border payment shall be reported monthly to the State Central Bank. In the event that Participant makes or receives payment in excess of this amount, Participant is responsible for obtaining the appropriate form from a German bank and complying with applicable reporting requirements. In addition, Participant may be required to report the acquisition of securities (e.g., Shares) to the Bundesbank via email or telephone if the value of the securities exceeds a certain threshold. *Participant is responsible for complying with applicable reporting requirements and should consult with a personal legal advisor to ensure compliance.*

### **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**

### **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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Italy.

### **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.

## **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/sector/effectenuitgevend-ondernemen>.

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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation 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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation 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 agrees 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.

## **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 Asset/Account Reporting Information.**

To the extent that Participant holds Shares and/or has bank accounts outside Spain with a value in excess of a certain legally designated amount (for each type of asset) as of December 31 each year, Participant will be required to report information on such assets through tax form 720. After such Shares and/or accounts are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously reported Shares or accounts increases by more than a certain legally designated amount. Further, Participant is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the Shares held in such accounts, if the value of the transactions during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed a certain legally designated amount. The thresholds for foreign asset/account reporting are subject to change. Therefore, Participant shall consult his or her personal advisor in this regard.

##### **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.**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation 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.**

The grant of the Restricted Stock Units is considered a private offering in Switzerland and is, therefore, not subject to registration in Switzerland. Neither this Agreement nor any other materials relating to the Restricted Stock Units constitute a prospectus as such term is understood pursuant article 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), and neither this Agreement nor any other materials relating to the Restricted Stock Units may be publicly distributed or

otherwise made publicly available in Switzerland. Finally, neither this Agreement nor any other offering or marketing materials relating to the Restricted Stock Units have been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (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:

Without limitation to Section 4 of the Agreement, Participant agrees that Participant is liable for all Tax Obligations and hereby covenants to pay all such Tax Obligations as and when requested by the Company and/or the employer by HM Revenue and Customs ("HMRC") (or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and the employer against any taxes that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax or relevant authority) on the Participant's behalf.

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 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, 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 consult 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.

44

**Exhibit 10.2.1**

**10X GENOMICS, INC.**

**2019 EMPLOYEE STOCK PURCHASE PLAN**

**SUBSCRIPTION AGREEMENT**

**(U.S. and Non-U.S. Participants)**

*Capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the 10x Genomics, Inc. (the "**Company**") 2019 Employee Stock Purchase Plan (the "**Plan**").*

1. By electronically accepting this 2019 Employee Stock Purchase Plan Subscription Agreement (this "**Subscription Agreement**") and the Appendix to this Subscription Agreement, I hereby elect to participate in the Plan and subscribe to purchase shares of Class A Common Stock in accordance with the terms of the Plan and this Subscription Agreement. If I reside outside of the United States, I acknowledge and agree that I participate in the Non-423 Component of the Plan.



2. I hereby authorize payroll deductions from each payroll at the percentage of my Compensation (from 1% to 15%) as indicated on the online enrollment on each pay day during the Offering Period in accordance with the Plan (please note that no fractional percentages are permitted). I acknowledge that a lesser percentage of my Compensation than indicated by me may be contributed if necessary to comply with applicable law (in particular, applicable law related to minimum salary requirements).
3. I understand that, if my payroll deductions under the Plan are made in any currency other than U.S. dollars, such payroll deductions will be converted to U.S. dollars on or prior to Exercise Date using a prevailing exchange rate in effect at the time such conversion is performed, as determined by the Committee. I understand and agree that neither the Company nor any Parent or Subsidiary shall be liable for any foreign exchange rate fluctuation between my local currency and the U.S. Dollar that may affect the value of the Purchase Right granted to me under the Plan, or of any amounts due to me under the Plan or as a result of the subsequent sale of any shares of Class A Common Stock acquired under the Plan.

4. **Payroll Deductions.**

- a. ***The following provisions shall only apply to me if I reside in the United States:*** I understand that the payroll deductions will be accumulated for the purchase of shares of Class A Common Stock at the applicable Purchase Price for each Purchase Period ending during the Offering Period determined in accordance with the Plan. I understand that if I do not withdraw from an Offering Period, any accumulated payroll deductions will be used to automatically exercise my option and purchase shares of Class A Common Stock under the Plan on the Exercise Date for each Purchase Period ending during the Offering Period. Notwithstanding the foregoing, and notwithstanding anything in the Plan to the contrary, to the extent that my accumulated payroll deductions would result in my ability to purchase more than 2,000 shares of Class A Common Stock during any Offering Period (the "Offering Period Maximum"), I understand and agree that I will only be permitted to purchase a number of shares of Class A Common Stock equal to the Offering Period Maximum, and that any excess payroll deductions remaining after such purchase will be returned to me as soon as practicable following the expiration of such Offering Period.
- b. ***The following provisions shall only apply to me if I reside outside the United States:*** I understand that the payroll deductions will be accumulated for the purchase of shares of Class A Common Stock at the applicable Purchase Price for each Purchase Period ending during the Offering Period determined in accordance with the Plan. I understand that if I do not withdraw from an Offering Period, any accumulated payroll deductions will be used to automatically exercise the Purchase Right (as defined below) and purchase shares of Class A Common Stock under the Plan on the Exercise Date for each Purchase Period ending during the Offering Period. Notwithstanding the

foregoing, and notwithstanding anything in the Plan to the contrary, to the extent that my accumulated payroll deductions would result in my ability to purchase more than 2,000 shares of Class A Common Stock during any Offering Period (the "Offering Period Maximum"), I understand and agree that I will only be permitted to purchase a number of shares of Class A Common Stock equal to the Offering Period Maximum, and that any excess payroll deductions remaining after such purchase will be returned to me as soon as practicable following the expiration of such Offering Period.

Regardless of any action the Company or, if applicable, any Parent or Subsidiary takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the participation in the Plan and legally applicable to me ("Tax-Related Items"), I acknowledge that the ultimate liability for all Tax-Related Items is and remains my responsibility and may exceed the amount actually withheld by the Company or, if applicable, any Parent or Subsidiary. I further acknowledge that the Company or, if applicable, any Parent or Subsidiary (1) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Purchase Right (as defined below) to purchase a number of shares of Class A Common Stock determined by dividing such Eligible Employee's Contributions accumulated prior to such Exercise Date and retained in the Eligible Employee's account as of the Exercise Date by the applicable Purchase Price (the "Purchase Right"), including, but not limited to, the grant or exercise of the Purchase Right, purchase of shares of Class A Common Stock upon exercise of the Purchase Right, the subsequent sale of shares of Class A Common Stock acquired pursuant to such exercise and the receipt of any dividends and/or any dividend equivalents; and (2) does not commit to and are under no obligation to structure the terms of the Purchase Right or any aspect of the Purchase Right to reduce or eliminate the my liability for Tax-Related Items or achieve any particular tax result. Further, if I am subject to tax in more than one jurisdiction, I acknowledge that the Company or, if applicable, any Parent or Subsidiary may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, I will pay or make adequate arrangements satisfactory to the Company or, if applicable, any Parent or Subsidiary to satisfy all Tax-Related Items. In this regard, I authorize the Company or, if applicable, any Parent or Subsidiary, or their respective agents, at their discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

- (i) withholding from my wages or other cash compensation paid to me by the Company or, if applicable, any Parent or Subsidiary;
- (ii) withholding from proceeds of the sale of shares of Class A Common Stock acquired upon exercise of the Purchase Right either through a voluntary sale or through a mandatory sale arranged by the Company (on my behalf pursuant to this authorization without further consent); or
- (iii) withholding in shares of Class A Common Stock to be purchased upon exercise of the Purchase Right.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case I will receive a refund of any over-withheld amount in cash and will have no entitlement to the shares of Class A Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in shares of Class A Common Stock, for tax purposes, I am deemed to have purchased the full number of shares of Class A Common Stock subject to the Purchase Right, notwithstanding that a number of the shares of Class A Common Stock are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the participation in the Plan. Finally, I must pay to the Company or, if applicable, any Parent or Subsidiary any amount of Tax-Related Items that the Company or, if applicable, any Parent or Subsidiary may be required to withhold or account for as a result of my participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to sell or deliver the shares of Class A Common Stock or the proceeds of the sale of shares of Class A Common Stock, if I fail to comply with my obligations in connection with the Tax-Related Items.

5. I have received a copy of the complete Plan and its accompanying prospectus. I understand that my participation in the Plan is in all respects subject to the terms of the Plan, including this Subscription Agreement. Any conflict between this Subscription Agreement and the Plan will be resolved in favor of the Plan. The Company reserves the right to modify the Plan and to impose other requirements on my participation in the Plan, on the option and on any shares of Common Stock purchased under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons. I agree to be bound by such modifications regardless of whether notice is given to me of such event, subject, in any case, to my right to withdraw from participation in the Plan. I further agree to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
6. I understand that if I sell or otherwise dispose of any shares of Class A Common Stock received by me pursuant to an Offering within two (2) years after the applicable Enrollment Date (generally the first Trading Day of the applicable Offering Period) or one (1) year after the applicable Exercise Date (generally the last Trading Day of the applicable Purchase Period), I will be treated for U.S. federal income tax purposes as having received ordinary income at the time of such disposition in an amount equal to the excess of the Fair Market Value of the shares of Class A Common Stock at the time such shares of Class A Common Stock were purchased by me over the Purchase Price. I hereby agree to notify the Company in writing within thirty (30) days after the date of any disposition of my shares of Class A Common Stock and I will make adequate provision for U.S. federal, state or other tax withholding obligations, if any, which arise upon the disposition of the shares of Class A Common Stock. The Company may, but will not be obligated to, withhold from my compensation the amount necessary to meet any applicable withholding obligation including any withholding necessary to make available to the Company any tax deductions or benefits attributable to the sale or early disposition of shares of Class A Common Stock by me. If I dispose of such shares of Class A Common Stock at any time after the expiration of the two (2)-year and one (1)-year holding periods described above, I understand that I will be treated for U.S. federal income tax purposes as having received income only at the time of such disposition, and that such income will be taxed as ordinary income only to the extent of an amount equal to the lesser of: (a) the amount by which the Fair Market Value of the shares of Class A Common Stock on the date of the disposition exceeds the Purchase Price paid for the shares of Class A Common Stock (generally 85% of the Fair Market Value of the shares of Class A Common Stock on the Enrollment Date or on the Exercise Date, whichever is lower), or (b) 15% of the Fair Market Value of the shares of Class A Common Stock on the Enrollment Date. The remainder of the gain, if any, recognized on such disposition will be taxed as capital gain.
7. **The following provisions shall only apply to me if I reside outside the United States:** By electing to participate in the Plan, I hereby acknowledge and agree that:
- (a) 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 Subscription Agreement.
  - (b) The grant of the Purchase Right is voluntary and occasional and does not create any contractual or other right to receive future grants of the Purchase Right, or benefits in lieu of the Purchase Right, even if the Purchase Rights have been granted repeatedly in the past.
  - (c) All decisions with respect to future Purchase Right grants, if any, will be at the sole discretion of the Company.
  - (d) The Purchase Right grant and my participation in the Plan shall not create a right to further employment or service or be interpreted as forming an employment or service contract with the Company or, if applicable, any Parent or Subsidiary and shall not interfere with the ability of with the Company or, if applicable, any Parent or Subsidiary to terminate my service or employment, subject to applicable law.
  - (e) I am voluntarily participating in the Plan.
  - (f) The Purchase Rights, any shares of Class A Common Stock acquired under the Plan and the income and value of the same are an extraordinary item that does not constitute compensation of any kind for service of any kind rendered to the Company or, if applicable, any Parent or Subsidiary, and which is outside the scope of my employment contract, if any.
  - (g) The Purchase Rights are 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.

- (h) The Purchase Rights, the shares of Class A Common Stock and the value and income of same are not part of normal or expected compensation or salary for any purpose.
- (i) In the event that I am not an employee of the Company or, if applicable any Parent or Subsidiary, the Purchase Rights grant will not be interpreted to form an employment contract or relationship with the Company or, if applicable, any Parent or Subsidiary.
- (j) The future value of the underlying shares of Class A Common Stock is unknown, indeterminable and cannot be predicted with certainty. The value of the shares of Class A Common Stock may increase or decrease even below the Purchase Price.
- (k) No claim or entitlement to compensation or damages will arise from forfeiture of the Purchase Rights resulting from my termination as an employee or service provider, as applicable (for any reason whatsoever and whether or not in breach of applicable laws), and in consideration of the grant of the Purchase Right to which I am otherwise not entitled, I irrevocably agree never to institute any claim against the Company, any Parent or Subsidiary, waive my ability, if any, to bring such claim against the Company, any Parent or Subsidiary, and release the Company, any Parent or Subsidiary from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, I shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary, or reasonably requested by the Company, to request dismissal or withdrawal of such claims.
- (l) None of the Company, any Parent or Subsidiary will be liable for any foreign exchange rate fluctuation between any local currency and the United States Dollar that may affect the value of the Purchase Right, any amounts due to me pursuant to the exercise of the Purchase Rights or the subsequent sale of any purchased shares of Class A Common Stock.

8. Data Privacy.

**The following provisions shall only apply to me if I reside outside the United States, the United Kingdom, or the European Economic Area:**

- (a) I voluntarily consent to the collection, use, disclosure and transfer to the United States and other jurisdictions, in electronic or other form, of my personal data as described in this Subscription Agreement and any other award materials ("Data") by and among, as applicable, the Company and any Parent or Subsidiary for the exclusive purpose of implementing, administering, and managing my participation in the Plan.
- (b) I understand that the Company and any Parent or Subsidiary may collect, maintain, process and disclose, certain personal information about me, including, but not limited to, my name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Class A Common Stock or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in my favor, for the exclusive purpose of implementing, administering and, managing the Plan.
- (c) I understand that Data will be transferred to one or more stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration and management of the Plan. I understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different, including less stringent, data privacy laws and protections than my country. I understand that if I reside outside the United States, I may request a list with the names and addresses of any potential recipients of the Data by contacting my local human resources representative. I authorize the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing my participation in the Plan.
- (d) I understand that Data will be held only as long as is necessary to implement, administer and manage my participation in the Plan, including to maintain records regarding participation. I understand that if I reside in certain jurisdictions, to the extent required by applicable laws, I may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting these Purchase Rights, in any case without cost, by contacting in writing my local human resources representative. Further, I understand that I am providing these consents on a purely voluntary basis. If I do not consent or if I later seek to revoke my consent, my engagement as a service provider with the Company or any Parent or Subsidiary will not be adversely affected; the only consequence of refusing or withdrawing my consent is that the Company will not be able to grant me awards under the Plan or administer or maintain awards. Therefore, I understand that refusing or withdrawing my consent may affect my ability to participate in the Plan (including the right to retain these Purchase Rights). I understand that I may contact my local human resources representative for more information on the consequences of my refusal to consent or withdrawal of consent.

**The following provisions shall only apply to me if I reside in the European Economic Area or the United Kingdom:**

- (a) Data Collected and Purposes of Collection. I understand that the Company, acting as the controller, as well as the employer, may collect, to the extent permissible under applicable law, certain personal information about my, including name, home address and telephone number, information necessary to process the Purchase Right (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 Purchase Rights granted,

canceled, vested, unvested or outstanding in my 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 me, any Parent or Subsidiary, and from the Company, for the exclusive purpose of implementing, administering and managing the Plan pursuant to the terms of this Subscription Agreement. The legal basis (that is, the legal justification) for processing the Data is to perform this Subscription Agreement. The Data must be provided in order for me to participate in the Plan and for the parties to this Subscription Agreement to perform their respective obligations thereunder. If I do not provide Data, I will not be able to participate in the Plan and become a party to this Subscription Agreement.

- (b) Transfers and Retention of Data. I understand that my employer will transfer Data to the Company for purposes of plan administration. The Company and the employer or any Parent or Subsidiary may also transfer my 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 Subscription Agreement. I understand 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. Where a recipient is located in a country that does not benefit from an adequacy decision, the transfer of the Data to that recipient will be made pursuant to the EU-U.S. Data Privacy Framework or standard contractual clauses approved by the European Commission, a copy of which may be obtained at [gc@10xgenomics.com](mailto:gc@10xgenomics.com). I understand that Data will be held only as long as is necessary to implement, administer and manage my rights and obligations under this Subscription Agreement, and for the

duration of the relevant statutes of limitations, which may be longer than the term of this Subscription 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. I am entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). I also have the right to request access to my Data as well as additional information about the processing of that Data. Further, I am entitled to object to the processing of Data or have my Data erased, under certain circumstances. As from May 25, 2018, and subject to conditions set forth in applicable law, I also am entitled to (i) restrict the processing of my Data so that it is stored but not actively processed (e.g., while the Company assesses whether I am entitled to have Data erased) and (ii) receive a copy of the Data provided pursuant to this Subscription Agreement or generated by me, in a common machine-readable format. To exercise my rights, I may contact the local human resources representative. I may also contact the relevant data protection supervisory authority, as I have the right to lodge a complaint. The data protection officer may be contacted at [gc@10xgenomics.com](mailto:gc@10xgenomics.com).

9. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. I hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company. I agree that the foregoing online or electronic participation in the Plan shall have the same force and effect as documentation executed in hardcopy written form.
10. I acknowledge that the Company is neither providing any tax, legal or financial advice, nor is the Company making any recommendations regarding my participation in the Plan or my acquisition or sale of the underlying shares of Class A Common Stock. I understand that I am hereby advised to consult with my own personal tax, legal and financial advisors regarding my participation in the Plan before taking any action related to the Plan.
11. This Subscription Agreement shall 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.
12. I hereby agree to be bound by the terms of the Plan, including this Subscription Agreement which is incorporated and made a part thereof. The effectiveness of this Subscription Agreement is dependent upon my eligibility to participate in the Plan.
13. If I have received the Subscription Agreement or any other document related to 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, subject to applicable laws.
14. I acknowledge and agree that it is my sole responsibility to investigate and comply with any applicable exchange control laws in connection with the issuance and delivery of shares of Class A Common Stock pursuant to the exercise of the Purchase Right and that I shall be responsible for any reporting of inbound and/or outbound international fund transfers required under applicable law. I am advised to seek appropriate professional advice as to how the exchange control regulations apply to my specific situation.
15. The Company reserves the right to impose other requirements on my participation in the Plan, on the Purchase Right and on any shares of Class A Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require me to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
16. There may be certain foreign tax, asset and/or account reporting requirements which may affect my ability to acquire or hold shares of Class A Common Stock or cash received from participating in the Plan in a brokerage or bank account outside my country. I may be required to report such accounts, assets or related transactions to the tax or other authorities in my country. I also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to my country within a certain time after

receipt. I acknowledge that it is my responsibility to comply with such regulations, and is advised to speak to a personal advisor on this matter.

17. I may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, my country, which may affect my ability to accept, acquire, sell, or otherwise dispose of shares of Class A Common Stock, rights to shares of Class A Common Stock (e.g., the Purchase Right) or rights linked to the value of shares of Class A Common Stock under the Plan during such times as I am considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Insider trading laws and regulations may prohibit the cancellation or amendment of orders I placed before I possessed inside information. Furthermore, I could be prohibited from (a) disclosing the inside information to any third party, and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Neither the Company nor any Parent or Subsidiary will be responsible for such restrictions or liable for the failure on my part to know and abide by such restrictions. I should consult with my own personal legal advisers to ensure compliance with local laws.

18. **The following provisions shall only apply to me if I reside outside the United States:** I understand and agree that notwithstanding any provisions in the Plan and this Subscription Agreement, the grant of the Purchase Right shall be subject to any special terms and conditions set forth in the Appendix to this Subscription Agreement for my country. Moreover, if I relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to me, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with laws of the country where I reside or to facilitate the administration of the Plan. The Appendix constitutes part of this Subscription Agreement.

I HEREBY AGREE TO BE BOUND BY THE TERMS OF THE PLAN AND I UNDERSTAND THAT THIS SUBSCRIPTION AGREEMENT AND MY PARTICIPATION IN THE PLAN WILL REMAIN IN EFFECT THROUGHOUT SUCCESSIVE OFFERING PERIODS UNLESS AFFIRMATIVELY TERMINATED BY ME.

## APPENDIX

### ADDITIONAL TERMS AND CONDITIONS OF THE

10x GENOMICS, INC.

### 2019 EMPLOYEE STOCK PURCHASE PLAN

### SUBSCRIPTION AGREEMENT

### FOR NON-UNITED STATES PARTICIPANTS

This Appendix includes additional terms and conditions that govern the Purchase Right granted to me under the Plan if I reside in one of the countries listed below. Capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Subscription Agreement.

This Appendix also includes information regarding securities, exchange controls and/or certain other issues of which I should be aware with respect to participation in the Plan. Such laws are often complex and change frequently. As a result, the Company strongly recommends that I do not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time I exercise the Purchase Right and purchase the shares of Class A Common Stock or I sell shares of Class A Common Stock purchased under the Plan. In addition, the information contained herein is general in nature and may not apply to my particular situation and the Company is not in a position to assure a particular result. Accordingly, I am advised to seek appropriate professional advice as to how the relevant laws in my country may apply to my situation. Finally, if I am a citizen or resident of a country other than the one in which I am currently working, the information contained herein may not be applicable to me.

## CANADA

### Terms and Conditions

**Termination of Service.** Notwithstanding any provision of the Plan or this Subscription Agreement, the following provision shall apply to me if I am Actively Employed (defined below) in Canada on the date of the termination of my service:

*For purposes of this Subscription Agreement, the last day I am "Actively Employed" shall be the later of, if and as applicable: (i) the last day I actually perform services for the employing Parent or Subsidiary prior to the cessation of my service for any reason; or (ii) the last day of the minimum period of notice of termination to which I am entitled under the applicable employment or labor standards legislation of the province in which I perform services for the employing Parent or Subsidiary. For clarity, except as required by the applicable employment or labor standards legislation of the province in which I perform services for the employing Parent or Subsidiary: (a) the last day I am "Actively Employed" shall not be extended by any contractual, common law or civil law notice of termination period in respect of which I may receive pay or damages in lieu of notice of termination; (b) no Purchase Right will vest under the Plan when I am no longer Actively Employed; and (c) no payments in respect of the value of any Purchase Right that has not yet vested (nor any pro-rated portion thereof) shall be included in any entitlement which I may have to any pay in lieu of notice of termination or damages in lieu of such notice under contract, common law or civil law.*



Data Privacy. The following provision supplements Section 8 of this Subscription Agreement:

*I hereby authorize the Company and its representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. I further authorize the Company or any Parent or Subsidiary and any stock plan service provider that may be selected by the Company to assist with the Plan to disclose and discuss the Plan with their respective advisors. I further authorize the Company or any Parent or Subsidiary to record such information and to keep such information in my employee file.*

**The following provisions apply if I am a resident of Quebec:**

Language Consent. A French translation of the Subscription Agreement and certain other documents related to the Purchase Rights will be made available to me as soon as reasonably practicable. I understand that, from time to time, additional information related to the Purchase Rights may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in the Subscription Agreement, and unless I indicate otherwise, the French translation of the Subscription Agreement and certain other documents will govern my participation in the Plan.

#### **Notifications**

Securities Law Information. I am permitted to sell shares of Class A Common Stock acquired through the Plan through the designated broker appointed by the Company, provided the resale of shares of Class A Common Stock acquired under the Plan takes place outside of Canada, including, if applicable, through the facilities of a stock exchange on which the shares of Class A Common Stock are listed.

Foreign Asset/Account Reporting Information. Canadian residents are required to report any foreign property (e.g., shares of Class A Common Stock acquired under the Plan and possibly unvested Purchase Right) 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 my responsibility to comply with these reporting obligations, and I should consult with my personal tax advisor in this regard.

Share Settlement of Purchase Right. Notwithstanding anything to the contrary in the Plan or this Subscription Agreement, Purchase Right granted to Canadian participants shall only be settled in shares of Class A Common Stock and shall not be settled in cash.

### **GERMANY**

#### **Notifications**

##### **Exchange Control Information**

If I remit proceeds in excess of the legally designated amount out of or into Germany, such cross-border payment shall be reported monthly to the State Central Bank. In the event that I make or receive payment in excess of this amount, I am responsible for obtaining the appropriate form from a German bank and complying with applicable reporting requirements. In addition, I may be required to report the acquisition of securities (e.g., shares of Class A Common Stock) to the Bundesbank via email or telephone if the value of the securities exceeds a certain threshold. *I am responsible for complying with applicable reporting requirements and should consult with a personal legal advisor to ensure compliance.*

##### **Securities Disclaimer**

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Germany.

#### **Terms and Conditions**

##### **Prohibition on Insider Dealing**

I 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 of Class A Common Stock acquired under the Plan, if I have inside information regarding the Company or any of its Parent or Subsidiaries. I am advised to determine carefully whether I have inside information in respect of the Company and whether and to what extent insider dealing rules can apply to me. In case of uncertainty, the Company recommends that I consult with a legal advisor.

##### **Limitation of Liability**

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

### **JAPAN**

## **Notifications**

### Securities Disclosure

The Purchase Right and the shares of Class A Common Stock have not been registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948), as amended (the "FIEA"). The Purchase Right and the shares of Class A Common Stock issuable upon the exercise of Purchase Rights 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 their 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.

### Exchange Control Information

Under certain circumstances, I may be required to file a report with the Ministry of Finance if I intend to acquire shares of Class A Common Stock whose value exceeds a certain legally designated amount. The reporting, if required, is due within 20 days from the purchase of the shares of Class A Common Stock (however, if I acquire such shares of Class A Common Stock 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.

I am advised to seek appropriate professional advice as to how the exchange control regulations, tax or other laws in my country apply to my specific situation. Laws and regulations change frequently and occasionally on a retroactive basis.

### Foreign Asset/Account Reporting Information

Japanese residents holding assets outside of Japan with a total net fair market value exceeding a legally designated amount (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such assets. I am advised to consult with a personal tax advisor to ensure that I am properly complying with applicable reporting requirements.

## **NETHERLANDS**

## **Notifications**

### Prohibition Against Insider Trading

I should be aware of the Dutch insider trading rules, which may affect the sale of shares of Class A Common Stock acquired under the Plan. In particular, I may be prohibited from effecting certain share transactions if I have insider information regarding the Company. Below is a discussion of the applicable restrictions. I am advised to read the discussion carefully to determine whether the insider rules could apply to me. If it is uncertain whether the insider rules apply, the Company recommends that I consult with a legal advisor. The Company cannot be held liable if I violate the Dutch insider trading rules. I am responsible for ensuring my 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, I am referred to the website of the Authority for the Financial Markets (AFM): <https://www.afm.nl/en/sector/effectenuitgevende-ondernemingen>.

Given the broad scope of the definition of inside information, certain employees of the Company working at its Dutch Subsidiary 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 the Subscription Agreement and participating in the Plan, I acknowledge having read and understood the notification above and acknowledge that it is my responsibility to comply with the Dutch insider trading rules, as discussed herein.

### Securities Disclaimer

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in the Netherlands.

## **SINGAPORE**

## **Notifications**

### Securities Law Information

The grant of the Purchase Right under the Plan 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. Further,

the Purchase Rights granted under the Plan are subject to section 257 of the SFA and I am not permitted to sell, or offer to sell, any shares of Class A Common Stock 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.

#### Insider Trading Notification

I should be aware of the Singapore insider-trading rules as these rules may impact my ability to acquire or dispose of shares of Class A Common Stock or rights to acquire shares (e.g., the Purchase Rights granted under the Plan). Under the Singapore insider-trading rules, I am prohibited from selling shares of Class A Common Stock when I am in possession of information concerning the Company which is not generally available and which I know or should know will have a material effect on the price of such shares once such information is generally available.

### **SWEDEN**

#### **Notifications**

#### Exchange Control

I understand and agree 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 I have a brokerage account with a foreign broker.

#### Securities Disclaimer

Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Sweden.

### **TAIWAN**

#### **Terms and Conditions**

#### **Data Privacy Acknowledgement.**

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

#### **Notifications**

#### **Securities Disclaimer.**

Neither the Plan nor the Purchase Rights 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, I may be required to provide additional supporting documentation to the satisfaction of the bank involved in the transaction. I should consult with his or her personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

### **UNITED KINGDOM**

#### **Notification**

#### **Securities Disclaimer**

Neither this Subscription Agreement nor Appendices are 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 is exclusively available in the UK to bona fide employees and former employees and any other UK Subsidiary.

#### **Non-Qualification**



The Purchase Rights are not intended to be tax-qualified or tax-preferred for purposes of tax rules in the United Kingdom.

#### Tax Consultation

I understand that I may suffer adverse tax consequences as a result of my acquisition or disposition of the shares of Class A Common Stock. I represent that I will consult with any tax advisors I deem appropriate in connection with the acquisition or disposition of the shares of Class A Common Stock and that I am not relying on the Company or any Subsidiary for any tax advice.

#### Prohibition Against Insider Dealing

I should be aware of the UK's insider dealing rules under the Criminal Justice Act 1993, which may affect transactions under the Plan such as the acquisition or sale of shares of Class A Common Stock acquired under the Plan, if I have inside information regarding the Company. If I am uncertain whether the insider dealing rules apply, the Company recommends that I consult with a legal advisor. The Company cannot be held liable if I violate the UK's insider dealing rules. I am responsible for ensuring his or her compliance with these rules.

#### Terms and Conditions

#### Tax Withholding

I acknowledge that, regardless of any action taken by the Company or the employer, the ultimate liability for all Tax-Related Items is and remains the responsibility of mine and may exceed the amount actually withheld by the Company or the employer.

#### Tax Indemnity.

To the extent permitted by law, I hereby agree to indemnify and keep indemnified the Company, and the Company as trustee for and on behalf of any related corporation, for any Tax-Related Items and Secondary NIC Liability. The Company shall not be obliged to allot and issue any shares of Class A Common Stock or any interest in shares of Class A Common Stock pursuant to the delivery of shares of Class A Common Stock under the Purchase Right unless and until I have paid to the Company such sum as is, in the opinion of the Company, sufficient to indemnify the Company in full against the Tax-Related Items and the Secondary NIC Liability, or I have made such other arrangement as in the opinion of the Company will ensure that the full amount of any Tax-Related Items and any Secondary NIC Liability will be recovered from me within such period as the Company may then determine. In the absence of any such other arrangement being made, the Company shall have the right to retain out of the aggregate number of shares to which I would have otherwise been entitled upon the delivery of shares of Class A Common Stock under the Purchase Right, such number of shares of Class A Common Stock as, in the opinion of the Company, will enable the Company to sell as agent for me (at the best price which can reasonably expect to be obtained at the time of the sale) and to pay over to the Company sufficient monies out of the net proceeds of the sale, after deduction of all fees, commissions and expenses incurred in relation to such sale, to satisfy my liability under such indemnity.

18

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Exhibit **10.1** **10.3**

August 6, 2024

Adam Taich

Dear Adam,

I am pleased to offer you a position with 10x Genomics, Inc. (the "Company" or "10x") as Chief Financial Officer. Your start date is expected to be August 12, 2024, or such other date as may be mutually agreed upon between you and the Company ("Start Date"). If you decide to join us, you will receive an annual base salary rate of \$500,000.00 which will be paid in accordance with the Company's normal payroll procedures (less payroll deductions and withholdings).

#### **Non-Employee Director Compensation Policy**

**(Amended)** As a full-time employee, you will also be eligible to receive certain employee benefits including paid time off, holiday pay and **Restated Effective** company sponsored medical insurance.

This position reports to Serge Saxonov, Chief Executive Officer, and will interact closely with colleagues in all disciplines of the Company. You should note that the Company may modify job titles, salaries, wage rates and benefits from time to time as it deems appropriate. In addition, you are eligible to participate in 10x's annual bonus plan with a target bonus equal to 60% of **April 26, 2024**

## Purpose

The purpose of this Non-Employee Director Compensation Policy (this "Policy") is to establish the terms and conditions for the compensation of non-employee directors. Employees must be active 10x employees on the date of payment for any bonus to be earned and paid. Any bonus will be paid at the discretion of the Board of Directors (the "Board") of 10x Genomics, Inc. (the "Company") in a manner that aligns their interests with those of the Company. The Board reserves the right to amend or withdraw its bonus plan(s), at its absolute discretion.

Subject to the approval of the Company's shareholders and the Board of Directors, you will be granted an equity award with terms and conditions comparable to those of comparable companies.

The cash and equity compensation described in this Policy shall be paid or be made, as applicable, automatically and without further action a target value of the Board, or any committee or subcommittee thereof, to each member \$4,500,000.00 comprised of the Board who is not an employee of the Company or any parent or subsidiary of the Company (each, a "Non-Employee Director") restricted stock units ("RSUs") who may be eligible to receive such cash or equity compensation, unless such Non-Employee Director declines the receipt of such cash or equity compensation by written notice to the Company.

## Effective Date

This Policy as amended and restated is effective as of April 26, 2024 (the "Effective Date"), and shall remain in effect until it is revised or rescinded by further action of the Board.

## Compensation

### 1 Cash Compensation. Effective as of the Effective Date:

- a **Annual Retainers.** Each Non-Employee Director shall receive an annual retainer of \$55,000 for service on the Board.
- b **Additional Annual Retainers.** In addition to the annual retainer in Section 1(a), the Non-Employee Director serving as the Chair of the Board and each Non-Employee Director serving as a member or chair, as applicable, of the following committees of the Board shall receive an additional annual retainer for such service as follows:

Chair of the Board: \$50,000

Audit Committee Chair: \$25,000

Audit Committee Member: \$10,000

Compensation Committee Chair: \$18,250

Compensation Committee Member: \$8,000

Nominating and Corporate Governance Chair: \$12,500

Nominating and Corporate Governance Member: \$5,000

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- c **Payment of Retainers.** The annual retainers described in Section 1(a) and Section 1(b) shall be earned on a quarterly basis based on a calendar quarter and shall be paid by the Company in arrears not later than the fifteenth day following the end of each calendar quarter. In the event a member of the Board does not serve as a Non-Employee Director, or in the applicable positions described in Section 1(b), for an entire calendar quarter, such Non-Employee Director shall receive a prorated portion of the retainer(s) otherwise payable to such Non-Employee Director for such calendar quarter pursuant to Section 1(a) and Section 1(b), as applicable, with such prorated portion determined by multiplying such otherwise payable retainer(s) by a fraction, the numerator of which is the number of days during which the member of the Board serves as a Non-Employee Director or in the applicable positions described in Section 1(b) during the applicable calendar quarter and the denominator of which is the number of days in the applicable calendar quarter.
- d **Reimbursement of Expenses.** The Company shall reimburse each Non-Employee Director for all reasonable and documented travel and lodging expenses associated with attendance at Board and committee meetings.

- 2 **Equity Compensation.** Non-Employee Directors shall be granted the equity awards described below. The awards described below shall be granted under and shall RSUs will be subject to the terms and provisions of conditions applicable to RSUs granted under the Company's 2019 Omnibus Incentive Plan, or any other applicable Company equity incentive plan then maintained by the Company (such plan, as may be amended from time to time, and the "2019 Plan") and shall RSU award agreement which you will be granted subject required to the execution and delivery of applicable award agreement(s), including any exhibits attached hereto. All applicable terms sign. You will vest in 1/4th of the 2019 Plan and any award agreement thereunder shall apply to this Policy as if fully set forth herein.

a **Annual Awards.** Each Non-Employee Director who (i) serves RSUs on the Board as one-year anniversary of the date of any annual meeting of the Company's stockholders (an "Annual Meeting") after the Effective Date and (ii) will continue to serve as a Non-Employee Director immediately following such Annual Meeting shall be automatically granted, on the date of such Annual Meeting, a number of restricted stock units that will, upon vesting, settle in shares of Class A Common Stock, which number shall be determined by dividing \$215,000 by the average closing price per share of Class A Common Stock over the 20 trading days commencing on the first day of the most recent open trading window preceding such Annual Meeting (with the number of shares of Class A Common Stock underlying such restricted stock unit award subject to adjustment as provided in the 2019 Plan). The awards described in this Section 2(a) shall be referred to as the "Annual Awards." For the avoidance of doubt, a Non-Employee Director elected for the first time to the Board at an Annual Meeting shall only receive an Annual Award in connection with such election, and shall not receive any Initial Award (as defined below).

b **Initial Awards.** Each Non-Employee Director who is initially elected or appointed to the Board after the Effective Date on any date other than the date of an Annual Meeting shall be automatically granted, on the last business day of the month that follows the month in which such Non-Employee Director's initial election or appointment occurred (such last business day, the "Initial Award Grant Date"), a number of restricted stock units that will, upon vesting, settle in shares of Class A Common Stock, which number shall be determined by dividing \$400,000 by the average closing price per share of Class A Common Stock over the first 20 trading days of the month that immediately follows the month in which such Non-Employee Director's initial election or appointment occurred (with the number of shares of Class A Common Stock underlying such restricted stock unit award subject to adjustment as provided in the 2019 Plan). The awards described in this Section 2(b) shall be referred to as "Initial Awards." For the avoidance of doubt, no Non-Employee Director shall be granted more than one Initial Award.

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c **Termination of Employment of Employee Directors.** Members of the Board who are employees of the Company or any parent or subsidiary of the Company who, following the Effective Date, terminate their employment with the Company and any parent or subsidiary of the Company and remain on the Board will not receive an Initial Award pursuant to Section 2(b) above, but to the extent that they are otherwise eligible, will be eligible to receive, after termination from employment with the Company and any parent or subsidiary of the Company, Annual Awards as described in Section 2(a) above.

d **Vesting of Awards Granted to Non-Employee Directors.** Subject to the Non-Employee Director continuing in service through each applicable vesting date:

i **Annual Award.** Each Annual Award of restricted stock units shall vest in four equal quarterly installments following the date of the Annual Meeting on which such Annual Award is granted, with one fourth of such Annual Award of restricted stock units vesting on the first to occur on or following the date of the Annual Meeting on which such Annual Award is granted, of February 21, May 21, August 21 or November 21 following the date of such Annual Meeting, you commence employment with 10x and one fourth of each Annual Award of restricted stock units vesting quarterly thereafter.

i **Initial Award.** Each Initial Award of restricted stock units shall vest as to one-third of such award on the first anniversary 1/16th of the first to occur, on or following the date on which such Annual Award is granted, total number of February 21, May 21, August 21 or November 21 following the Initial Award Grant Date and thereafter RSUs will vest in equal quarterly installments for thereafter during your continuous service to the following two years. Company, as described in the applicable RSU agreement. The equity award will be subject to the Company's Change in Control Severance Policy ("Severance Policy") and the Company's Death and Disability Policy.

ii **Termination.** No portion

In the event that the Company terminates your employment without Cause (as defined in the Severance Policy prior to August 21, 2025 and in the absence of an Annual Award or Initial Award that is unvested) a Qualifying Termination (as defined in the Severance Policy), the Company shall pay you a lump sum amount equivalent to six (6) months of your base salary in effect at the time of your termination, subject to applicable withholdings and subject to your execution (within 30 days of your termination date) and non-

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revocation of a Non-Employee Director's release of claims in a form acceptable to the Company. If prior to August 21, 2025 your employment ends for any reason other than discharge by the Company for Cause, but at a time when the Company had Cause to terminate you (or would have Cause if it knew all relevant facts), your termination shall be treated as a discharge by the Company for Cause. In the event you incur a Qualifying Termination prior to August 21,

2025, the terms and conditions set forth in the Severance Policy shall apply, and the payment equivalent to six (6) months of service on your base salary described above shall not be provided (and as such, Section 4(c) of the Board Severance Policy shall become vested thereafter, not apply).

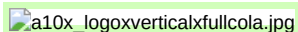
The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks' notice. Only the CEO of the Company is authorized to modify or amend the at-will nature of your employment, which must be in a written agreement signed by the CEO of the Company and you.

By accepting this offer, you confirm that you have disclosed to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case.

Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize or disclose any such information.

The Company is offering you employment because of your experience and personal skills, and not due to your potential or actual knowledge of a former employer or other persons or entity's confidential information or intellectual property, including customer lists and trade secrets. Should you accept this offer, we do not want you to retain, make use of, or share any such information with the Company. Likewise, as an employee of the Company, it is likely that you will become knowledgeable about the Company's confidential and trade secret information relating to operations, products and services. To protect the Company's interests, your acceptance of this offer and commencement of employment with the Company are contingent

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upon the execution and delivery to the Company of the Company's At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement ("Confidentiality Agreement") prior to or on your start date set forth below. The Confidentiality Agreement, which provides for the arbitration of all disputes arising out of your employment, is enclosed for your review, and you understand that you are being offered employment in exchange for the mutual promise to arbitrate disputes described therein. Because the Confidentiality Agreement is one of the most important documents you will sign in connection with your employment with the Company, we trust you will review it carefully and let us know if you have any questions.

The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

To accept the Company's offer, please sign and date this letter in the space provided below. This letter, along with the Confidentiality Agreement and any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews, or pre-employment negotiations, whether written or oral.

We look forward to your favorable reply and to working with you at 10x.

Sincerely,


/s/ Serge Saxonov  
Serge Saxonov  
CEO

Agreed to and accepted:  
Signature: /s/ Adam Taich  
Printed Name: Adam Taich  
Date: August 7, 2024

Enclosures

iii • Change At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement

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10X Genomics, Inc.

**AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT, AND ARBITRATION AGREEMENT**

As a condition of my employment with 10X Genomics, Inc., its subsidiaries, affiliates, successors or assigns (together, the “**Company**”), and in **Control** consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this 10X Genomics, Inc. At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (this “**Agreement**”):


**1. AT-WILL EMPLOYMENT**

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES “AT-WILL” EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE PRESIDENT OR CEO OF 10X GENOMICS, INC. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE. I FURTHER ACKNOWLEDGE THAT THE COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY.

**2. CONFIDENTIALITY**

A. *Definition of Confidential Information.* All I understand that “**Company Confidential Information**” means information that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the Company’s business which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the **Annual Awards** Company, or to the Company’s technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company’s products or services and **Initial Awards** markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing,

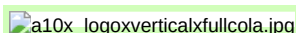
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Company Confidential Information shall **vest in full immediately** not include any such information which I can establish (i) was publicly known or made generally available prior to the **occurrence** time of disclosure by Company to me; (ii) becomes publicly known or made generally available after disclosure by Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession without confidentiality obligations, at the time of disclosure by Company as shown by my then-contemporaneous written records. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

- B. *Nonuse and Nondisclosure.* I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company. Prior to disclosure when compelled by applicable law; I shall provide prior written notice to the President, CEO, and General Counsel of 10X Genomics, Inc. (as applicable). I agree that I obtain no title to any Company Confidential Information, and that as between Company and myself, 10X Genomics, Inc. retains all Confidential Information as the sole property of 10X Genomics, Inc. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 2.B** shall continue after termination of my employment.
- C. *Former Employer Confidential Information.* I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity with which I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.
- D. *Third Party Information.* I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a **Change** duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all

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925 401 7300



times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in **Control** (as the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company.

### 3. **OWNERSHIP**

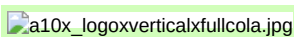
- A. *Assignment of Inventions.* As between Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in **Section 3.G** below (collectively, "**Inventions**"), are the sole property of 10X Genomics, Inc.. I also agree to promptly make full written disclosure to 10X Genomics, Inc. of any Inventions, and to deliver and assign and hereby irrevocably assign fully to 10X Genomics, Inc. all of my right, title and interest in and to Inventions. I agree that this assignment includes



a present conveyance to 10X Genomics, Inc. of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the 2019 Plan) United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

- B. *Pre-Existing Materials*. I have attached hereto as Exhibit A, a list describing all inventions, discoveries, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company and which are subject to California Labor Code Section 2870 (attached hereto as Exhibit B), and which relate to the Company's proposed business, products, or research and development ("Prior Inventions"); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations

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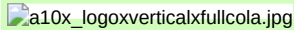
under this Agreement. I will inform 10X Genomics, Inc. in writing before incorporating such Prior Inventions into any Invention or otherwise utilizing such Prior Invention in the course of my employment with the Company, and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Invention without 10X Genomics, Inc.'s prior written permission.

- C. *Moral Rights*. Any assignment to 10X Genomics, Inc. of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent **outstanding** permitted under applicable law.
- D. *Maintenance of Records*. I agree to keep and **unvested** maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between Company and myself, the records are and will be available to and remain the sole property of 10X Genomics, Inc. at **such time**, all times.

#### Compensation Limits

- E. *Further Assurances*. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this **Section 3.E** shall continue after the termination of this Agreement.
- F. *Attorney-in-Fact*. I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to 10X Genomics, Inc. in **Section 3.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and

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925 401 7300



agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

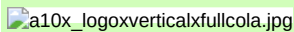
G. *Exception to Assignments.* I UNDERSTAND THAT THE PROVISIONS OF THIS AGREEMENT REQUIRING ASSIGNMENT OF INVENTIONS TO 10X GENOMICS, INC. DO NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870 (ATTACHED HERETO AS EXHIBIT B). I WILL ADVISE 10X GENOMICS, INC. PROMPTLY IN WRITING OF ANY INVENTIONS THAT I BELIEVE MEET THE CRITERIA IN CALIFORNIA LABOR CODE SECTION 2870 AND ARE NOT OTHERWISE DISCLOSED ON EXHIBIT A.

#### 4. **CONFLICTING OBLIGATIONS**

- A. *Current Obligations.* I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.
- B. *Prior Relationships.* Without limiting **Section 4.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

#### 5. **RETURN OF COMPANY MATERIALS**

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925 401 7300



Upon separation from employment with the Company, on Company's earlier request during my employment, or at any time subsequent to my employment upon demand from the Company, I will immediately deliver to 10X Genomics, Inc., and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 3.D**. I also consent to an exit interview to confirm my compliance with this **Article 5**.

#### 6. **TERMINATION CERTIFICATION**



Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep 10X Genomics, Inc. advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

#### **7. NOTIFICATION OF NEW EMPLOYER**

In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

#### **8. SOLICITATION OF EMPLOYEES**

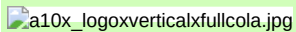
To the fullest extent permitted under applicable law, I agree that during my employment and for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether voluntary or involuntary, with or without cause, I will not directly or indirectly solicit any of the Company's employees to leave their employment at the Company. I agree that nothing in this **Article 8** shall affect my continuing obligations under this Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Article 2**.

#### **9. CONFLICT OF INTEREST GUIDELINES**

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as Exhibit D hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

#### **10. REPRESENTATIONS**

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Without limiting my obligations under **Section 3.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

#### **11. AUDIT**


I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

## 12. **ARBITRATION AND EQUITABLE RELIEF**

- A. *Arbitration.* IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AND MY RECEIPT OF THE COMPENSATION, PAY RAISES, AND OTHER BENEFITS PAID TO ME BY THE COMPANY, AT PRESENT AND IN THE FUTURE, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR,


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SHAREHOLDER, OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES SET FORTH IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1280 THROUGH 1294.2, INCLUDING SECTION 1281.8 (THE “**ACT**”), AND PURSUANT TO CALIFORNIA LAW. THE FEDERAL ARBITRATION ACT SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT NOTWITHSTANDING THE APPLICATION OF PROCEDURAL RULES SET FORTH IN THE ACT. **DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE CALIFORNIA FAMILY RIGHTS ACT, THE CALIFORNIA LABOR CODE, CLAIMS OF HARASSMENT, DISCRIMINATION, AND WRONGFUL TERMINATION, AND ANY STATUTORY OR COMMON LAW CLAIMS.** NOTWITHSTANDING THE FOREGOING, I UNDERSTAND THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT. I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH ME.

- B. *Procedure.* I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. (“**JAMS**”), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE “**JAMS RULES**”). I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. I AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS’ FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I UNDERSTAND THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT I SHALL PAY

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ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE, BUT ONLY SO MUCH OF THE FILING FEES AS I WOULD HAVE INSTEAD PAID HAD I FILED A COMPLAINT IN A COURT OF LAW. I AGREE THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL

TAKE PRECEDENCE. I AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN SAN FRANCISCO COUNTY, CALIFORNIA.

- C. *Remedy.* EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.
- D. *Administrative Relief.* I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.
- E. *Voluntary Nature of Agreement.* I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I ACKNOWLEDGE AND AGREE THAT I HAVE RECEIVED A COPY OF THE TEXT OF CALIFORNIA LABOR CODE SECTION 2870 IN EXHIBIT B. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT **I AM WAIVING MY RIGHT TO A JURY TRIAL**. FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

### 13. MISCELLANEOUS

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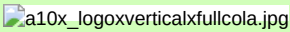
- A. *Governing Law; Consent to Personal Jurisdiction.* This Agreement will be governed by the laws of the State of California without regard to California's conflicts of law rules that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit filed against me by the Company.
- B. *Assignability.* This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary in herein, 10X Genomics, Inc. may assign this Policy, all compensation payable Agreement and its rights and obligations under this Policy will be subject Agreement to any limits on successor to all or substantially all of 10X Genomics, Inc.'s relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.
- C. *Entire Agreement.* This Agreement, together with the maximum amount of Non-Employee Director compensation set forth in Exhibits herein and any executed written offer letter between me and the 2019 Plan, as in effect from time to time.

Modifications Company, to the Policy

This Policy may be amended, modified or terminated at any time by action by extent such materials are not in conflict with this Agreement, sets forth the Board in its sole discretion. The terms entire agreement and conditions of this Policy shall supersede any prior cash and/or equity compensation arrangements for service as a member of the Board understanding between the Company and any of its Non-Employee Directors and between any subsidiary of the Company and any of its non-employee directors. No Non-Employee Director shall have any rights hereunder, except me with respect to equity awards granted pursuant the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

- D. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.
- E. *Severability.* If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.
- F. *Modification, Waiver.* No modification of or amendment to this Policy following grant thereof. Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the President or CEO of 10X Genomics, Inc. and me. Waiver by 10X Genomics, Inc. of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.
- G. *Survivorship.* The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

\*\*\*\*\*

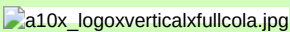


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925 401 7300

Signature: /s/ Adam Taich

Printed Name: Adam Taich

Date: August 7, 2024



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EXHIBIT A

LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP

Title		Date	Identifying Number or Brief Description
Patent No.	Title		

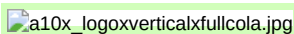
☒ No inventions or improvements

Additional Sheets Attached

Signature: /s/ Adam Taich

Printed Name: Adam Taich

Date: August 7, 2024



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#### EXHIBIT B

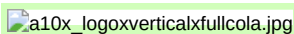
##### CALIFORNIA LABOR CODE SECTION 2870 INVENTION ON OWN TIME-EXEMPTION FROM AGREEMENT

"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."



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#### EXHIBIT C

##### 10X GENOMICS, INC. TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to 10X Genomics, Inc., its subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify that I have complied with all the terms of the Company's At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I also agree that for twelve (12) months from this date, I will not directly or indirectly solicit any of the Company's employees to leave their employment at the Company. I agree that nothing in this paragraph shall affect my continuing obligations under the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Article 2** (Confidentiality) thereof.

After leaving the Company's employment, I will be employed by

\_\_\_\_\_ in the position of \_\_\_\_\_.


Date:

Signature

Name of Employee (typed or printed):

Address for Notifications:

6230 Stoneridge Mall Road  
Pleasanton, CA 94588-3260  
925 401 7300

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#### EXHIBIT D

##### CONFLICT OF INTEREST GUIDELINES

It is the policy of 10X Genomics, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers, or suppliers.
8. Acquiring real estate of interest to the Company.
9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.

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Pleasanton, CA 94588-3260  
925 401 7300

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12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.

13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

319

Exhibit 31.1

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: August 8, 2024 October 29, 2024

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**, **Adam S. Taich**, 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: **August 8, 2024** **October 29, 2024**

By: /s/ **Justin J. McAnear** **Adam S. Taich**  
**Justin J. McAnear** **Adam S. Taich**  
 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 **June 30, 2024** **September 30, 2024** (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: **August 8, 2024** **October 29, 2024**

By: /s/ Serge Saxonov

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

Exhibit 32.2

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**, **Adam S. Taich**, 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 **June 30, 2024** **September 30, 2024** (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: **August 8, 2024** **October 29, 2024**

By: /s/ **Justin J. McAnear** **Adam S. Taich**

**Justin J. McAnear** **Adam S. Taich**  
Chief Financial Officer  
(Principal Financial and Accounting Officer)

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