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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 4, 2023

Poseida Therapeutics, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-39376**	**47-2846548**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

9390 Towne Centre Drive, Suite 200 **San Diego, California** **(Address of Principal Executive Offices)**	**92121** **(Zip Code)**

(858) 779-3100
(Registrant's Telephone Number, Including Area Code)

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.0001 par value	PSTX	Nasdaq Global Select Market

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

Securities Purchase Agreement

On August 4, 2023 (the "Signing Date"), Poseida Therapeutics, Inc. (the "Company") entered into a securities purchase agreement (the "Purchase Agreement") with Astellas US, LLC, a Delaware limited liability company ("Astellas"), pursuant to which the Company agreed to issue and sell to Astellas in a private placement (the "Private Placement") an aggregate of 8,333,333 shares (the "Shares") of common stock, par value $0.0001 per share, of the Company ("Common Stock"), at a purchase price of $3.00 per Share, for aggregate gross proceeds of approximately $25.0 million. The Purchase Agreement contains customary representations, warranties and agreements by the Company, customary conditions to closing, indemnification obligations of the Company and other obligations of the parties. The Private Placement is expected to close on or about August 7, 2023 (the "Closing Date"). The Company expects the net proceeds from the Private Placement to be used for general corporate purposes, which may include clinical trial and other research and development expenses, manufacturing expenses, capital expenditures, working capital and general and administrative expenses.

The Shares issued by the Company pursuant to the Purchase Agreement have not been registered under the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder (collectively, the "Securities Act"), and may not be offered or sold in the United States absent effective registration or an applicable exemption from registration requirements. The Company is relying on the private placement exemption from registration provided by Section 4(a)(2) of the Securities Act and by Rule 506 of Regulation D, promulgated thereunder and on similar exemptions under applicable state laws.

The representations and warranties and other statements in the Purchase Agreement speak only as to the date on which they were made, and may be modified or qualified by confidential schedules or other disclosures, agreements or understandings among the parties, which the parties believe are not required by the securities laws to be publicly disclosed, and may be subject to a different materiality standard than the standard that is applicable to disclosures to investors. Investors should not rely upon representations and warranties and other statements in the Purchase Agreement as factual characterizations of the actual state of affairs of the Company and should instead look to disclosures contained in the Company's reports under the Securities Exchange Act of 1934, as amended.

Registration Rights Agreement

On the Signing Date, the Company also entered into a registration rights agreement (the "Registration Rights Agreement") with Astellas, pursuant to which the Company agreed to register the resale by Astellas of the Shares. Under the Registration Rights Agreement, the Company has agreed to file a registration statement covering the resale of the Shares no later than the 250th day after the Closing Date. The Company has agreed to use reasonable best efforts to cause such registration statement to become effective as promptly as practicable after the filing thereof and to keep such registration statement continuously effective until the earlier of certain specified events. The Company also granted Astellas piggyback registration rights and agreed, among other things, to pay all reasonable fees and expenses incident to the performance of or compliance with the Registration Rights Agreement by the Company. The Company is obligated, among other things, to indemnify Astellas from certain liabilities in connection with the registration statement. Astellas also granted the Company customary indemnification rights in connection with the registration statement.

Strategic Rights Letter Agreement

On the Signing Date, the Company also entered into a Strategic Rights Letter Agreement (the "Strategic Rights Letter") with Astellas. Pursuant to the Strategic Rights Letter, the Company granted Astellas the right to designate a representative, reasonably acceptable to the Company, to attend meetings and receive related materials provided thereto of the Company's board of directors (the "Board"), any committee of the Board, and the Company's scientific advisory board, subject to certain customary exceptions.

During the period beginning on the Closing Date and ending on the 12-month anniversary of the Closing Date (the "Exclusivity Period"), the Company has agreed not to (i) solicit, knowingly encourage, negotiate or otherwise enter into *bona fide* discussions about a Program Transaction (as defined below) with any third party, (ii) provide access to any confidential information of the Company relating to P-MUC1C-ALLO1, the Company's fully allogeneic CAR-T product candidate for multiple solid tumor indications (the "Program"), for purposes of knowingly facilitating a Program Transaction, or (iii) enter into any letter of intent, contract or other commitment for a Program Transaction. A "Program Transaction" is an exclusive or co-exclusive license or co-promote or co-marketing arrangement or granting of commercial rights to sell, promote or market one or more products of the Program for any indication in the world.

Further, pursuant to the Strategic Rights Letter, the Company has agreed to provide notice to Astellas (i) if the Company receives a *bona fide* proposal for a Change in Control (as defined in the Strategic Rights Letter) transaction from a third party, unless such proposal is rejected by the Board, or (ii) of the commencement of a process approved by the Board for a Change in Control, (iii) if the Company receives a *bona fide* proposal for a Program Transaction from a third party unless the proposal is rejected by the Board (a "Program Transaction Proposal") or, (iv) following the Exclusivity Period, the commencement of substantive discussions for a Program Transaction with a third party in connection with a process approved by the Board for a Program Transaction (a "Program Process"). In connection with a notice related to (x) a Program Transaction Proposal, Astellas shall have a right of first refusal to provide a competing proposal that is in aggregate more favorable to the Company than the Program Transaction Proposal, and thereby have a right to negotiate exclusively a possible Program Transaction for a specified period and (y) a Program Process, Astellas shall have a right of first offer to negotiate a Program Transaction for a specified period before the Company engages with any third party in meaningful substantive discussions, in each case, in accordance with the procedures and subject to the conditions set forth in the Strategic Rights Letter. In connection with the Private Placement and the transactions contemplated by the Strategic Rights Letter, Astellas also entered into a customary standstill agreement with the Company.

As partial consideration for the rights granted to Astellas under the Strategic Rights Letter, Astellas will pay the Company a one-time payment in the amount of $25.0 million (the "Upfront Payment"). In connection with a Change in Control transaction or Program Transaction between the Company and Astellas, some, all or none of the Upfront Payment may be offset against payments owed by Astellas to the Company or its controlled affiliates, dependent on certain factors set forth in the Strategic Rights Letter.

This Strategic Rights Letter shall terminate upon the earliest to occur of (i) the 18-month anniversary of the Closing Date, (ii) such time that Astellas owns fewer than 8,000,000 shares of Common Stock (subject to adjustment for any stock splits, stock dividends or recapitalizations) and (iii) the consummation of a Change in Control.

The foregoing descriptions of Purchase Agreement, Registration Rights Agreement and Strategic Rights Letter do not purport to be complete and are qualified in their entirety by reference to the Purchase Agreement, Registration Rights Agreement and Strategic Rights Letter, copies of which are filed as Exhibits 10.1, 10.2, and 10.3, respectively, hereto and incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 above relating to the Private Placement is incorporated by reference into this Item 3.02. Based in part upon the representations of Astellas in the Purchase Agreement, the offering and sale of the Shares will be made in reliance on the exemption afforded by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder.

Neither this Current Report on Form 8-K nor any exhibit attached hereto is an offer to sell or the solicitation of an offer to buy any securities of the Company.

Item 7.01 Regulation FD Disclosure.

On August 7, 2023, the Company and Astellas issued a joint press release announcing the strategic investment. A copy of this joint press release is furnished herewith as Exhibit 99.1 to this report.

The information in this Item 7.01 of this report (including Exhibit 99.1) is furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or subject to the liabilities of that section or Sections 11 and 12(a)(2) of the Securities Act. The information shall not be deemed incorporated by reference into any other filing with the Securities and Exchange Commission made by the Company, whether made before or after today's date, regardless of any general incorporation language in such filing, except as shall be expressly set forth by specific references in such filing.

Item 8.01 Other Events.

On August 7, 2023, the Company issued a press release providing a business update. A copy of this press release is furnished herewith as Exhibit 99.2 to this report.

Forward-Looking Statements

Statements contained in this Current Report on Form 8-K regarding matters that are not historical facts are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements include statements regarding, among other things, the timing and completion of the Private Placement and receipt of the Upfront Payment; anticipated proceeds from the Private Placement and the Upfront Payment and the uses thereof, and the Company's plans to file a registration statement to register the resale of the Shares; the potential benefits of the Company's relationship with Astellas; the potential for the Company to consummate a Program Transaction or a Change in Control transaction, if any, with a third party, including Astellas; expected plans with respect to clinical trials; anticipated timelines and milestones with respect to the Company's development programs; the potential capabilities and benefits of the Company's technology platforms and product candidates; and the Company's plans and strategy with respect to developing its technologies and product candidates. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. These forward-looking statements are based upon the Company's current expectations and involve assumptions that may never materialize or may prove to be incorrect. Actual results could differ materially from those anticipated in such forward-looking statements as a result of various risks and uncertainties, which include, without limitation, risks relating to the Company's inability, or the inability of Astellas, to satisfy the conditions to closing for the Private Placement; the Company's reliance on third parties for various aspects of its business; risks and uncertainties associated with development and regulatory approval of novel product candidates in the biopharmaceutical industry; and the other risks described in the Company's filings with the Securities and Exchange Commission. All forward-looking statements contained in this Current Report on Form 8-K speak only as of the date on which they were made. The Company undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made, except as required by law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Securities Purchase Agreement, by and between the Company and Astellas, dated August 4, 2023.
10.2	Registration Rights Agreement, by and between the Company and Astellas, dated August 4, 2023.
10.3^	Strategic Rights Letter Agreement, by and between the Company and Astellas, dated August 4, 2023.
99.1	Joint Press Release, dated August 7, 2023.
99.2	Press Release, dated August 7, 2023.
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the inline XBRL document).

^ Pursuant to Item 601(b)(10) of Regulation S-K, certain portions of this exhibit have been omitted by means of marking such portions with asterisks because the information is both not material and is the type that the Company treats as private or confidential.

SIGNATURES

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

Poseida Therapeutics, Inc.

By: /s/ Harry J. Leonhardt
Harry J. Leonhardt
General Counsel, Chief Compliance Office &
Corporate Secretary

Date: August 7, 2023

Exhibit 10.1

EXECUTION VERSION

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (the "**Agreement**"), is being entered into as of August 4, 2023, by and between Poseida Therapeutics, Inc., a Delaware corporation (the "**Company**"), with its principal place of business at 9390 Towne Centre Drive, Suite 200, San Diego, California 92121 and Astellas US, LLC, a Delaware limited liability company (the "**Purchaser**") with its principal place of business at 2375 Waterview Drive, Northbrook, IL 60062. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in Section 1.5.

RECITALS

A. On the terms and subject to the conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), and Rule 506 of Regulation D promulgated thereunder, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company at Closing (as defined below), that number of shares of common stock, $0.0001 par value, of the Company ("**Company Common Stock**") set forth opposite the Purchaser's name on Schedule I hereto at a purchase price of $3.00 per share of Company Common Stock.

B. The shares of Company Common Stock issued to the Purchaser pursuant to this Agreement shall be referred to in this Agreement as the "**Shares**".

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1 Authorization of Sale of Shares. Subject to the terms and conditions of this Agreement and in partial consideration for the execution of the Strategic Rights Letter Agreement entered into concurrent herewith, the Purchaser agrees to purchase from the Company that number of Shares as set forth opposite the Purchaser's name on Schedule I attached hereto, at a price per Share equal to $3.00, resulting in an aggregate purchase price of $24,999,999.00 (the "**Share Purchase Price**").

1.2 Closing. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company, the Shares. The closing of the purchase and sale of the Shares to the Purchaser by the Company (the "**Closing**") shall occur as soon as practicable following the satisfaction or waiver of the conditions set forth in **Article V** but in no event more than two (2) Business Days following the satisfaction or waiver of the conditions set forth in **Article V** (or at some other date and time as the Purchaser and the Company may mutually agree upon in writing) (the "**Closing Date**"). The Closing shall take place at the offices of Cooley LLP, 10265 Science Center Dr, San Diego, California 92121 or at such other place as the Company and the Purchaser may mutually agree upon, orally or in writing.

1.3 Payment. On the Closing Date, (a) the Purchaser shall pay to the Company the Share Purchase Price in United States dollars and in immediately available funds, by wire transfer to the Company's account as set forth in instructions previously delivered to the Purchaser, and (b) the Company shall irrevocably instruct Computershare Trust Company N.A. (the "**Transfer Agent**") to deliver to such Purchaser the number of Shares set forth opposite such Purchaser's name on Schedule I hereto in book-entry form in the name of such Purchaser as set forth on the Stock Registration Questionnaire included as Exhibit A. Within one (1) Business Day of the Closing Date, the Company shall deliver to Purchaser a book-entry statement of the Transfer Agent showing such Purchaser as the registered holder of the Shares on and as of the Closing Date.

1.4 Closing Deliverables.

(a) Company. On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser the following:

(i) a copy of the irrevocable instructions to the Transfer Agent instructing the Transfer Agent to deliver the number of Shares set forth opposite the Purchaser's name on Schedule I hereto, registered in the name of the Purchaser as set forth on the Stock Registration Questionnaire included as Exhibit A;

(ii) the Strategic Rights Letter Agreement, duly executed by the Company;

(iii) the Registration Rights Agreement, duly executed by the Company;

(iv) a certificate signed by an officer of the Company, certifying that the conditions specified in Sections 5.1(a) and 5.1(b) are fulfilled; and

(v) a certificate signed by the Corporate Secretary of the Company, certifying as to (a) the Company's amended and restated certificate of incorporation (the "**Certificate of Incorporation**") and the Company's amended and restated bylaws (the "**Bylaws**"); (b) the resolutions of the Company's board of directors approving the Transaction Documents and the Transactions; and (c) a good standing certificate with respect to the Company from the Delaware Secretary of State, dated no earlier than three (3) Business Days prior to the Closing Date.

(b) Purchaser. On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered to the Company the following:

(i) a fully completed and duly executed Stock Registration Questionnaire in the form attached hereto as Exhibit A;

(ii) the Strategic Rights Letter Agreement, duly executed by the Purchaser;

(iii) the Registration Rights Agreement, duly executed by the Purchaser;

(iv) a fully completed and duly executed Accredited Investor Qualification Questionnaire in the form attached hereto as Exhibit B;

(v) a fully completed and duly executed Bad Actor Questionnaire in the form attached hereto as Exhibit C; and

(vi) the Share Purchase Price by wire transfer to the account specified by the Company.

(c) Further Assurances. On or prior to the Closing Date and thereafter, the parties hereto shall execute and deliver or cause to be executed and delivered such additional documents that take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the Transactions.

1.5 Defined Terms Used in This Agreement. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings indicated:

"**Affiliate**" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. For the purposes of this definition, "**control**," when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the terms of "**affiliated**," "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

"**Business Day**" means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of California or Japan generally are authorized or required by law or other government actions to close.

"**Governmental Authority**" means any multi-national, federal, state, local, municipal or other government authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, court or other tribunal, as well as any securities exchange or securities exchange authority, including Nasdaq).

"**Lien**" means a lien, charge, pledge, security interest, encumbrance, right of first refusal, mortgage, claim, easement, right-of-way, option, title retention agreement, preemptive right or other restriction.

"**Material Adverse Effect**" means any material adverse change or effect, or any development that, individually or in the aggregate, would reasonably be expected to result in a material adverse change or effect, in or affecting (i) the business, properties or other assets, liabilities, general affairs, management, financial position, stockholders' equity, prospects or results of operations of the Company, or (ii) the ability of the Company to perform its obligations under this Agreement, including the issuance and sale of the Shares, or to consummate the Transactions.

"**Nasdaq**" means the Nasdaq Stock Market, LLC.

"**Strategic Rights Letter Agreement**" means that certain Strategic Rights Letter Agreement, dated as of the Closing Date, by and between the Company and the Purchaser, in the form of Exhibit D attached to this Agreement.

"**Person**" means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind.

"**Registration Rights Agreement**" means that certain Registration Rights Agreement, dated as of the Closing Date, by and between the Company and the Purchaser, in the form of Exhibit E attached to this Agreement.

"**Transaction Documents**" means this Agreement, the Strategic Rights Letter Agreement, the Registration Rights Agreement and the annexes and exhibits attached hereto and thereto.

"**Transactions**" means the transactions contemplated by the Transaction Documents.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser as of the date hereof and as of the Closing Date as follows.

2.1 Organization, Good Standing and Power. The Company has been (i) duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, with power and authority (corporate and other) to own and/or lease its properties and conduct its business as described in the reports filed by the Company with the United States Securities and Exchange Commission (the "**Commission**") pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), since the end of the Company's 2022 fiscal year, including, without limitation, the Company's most recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q, and (ii) duly qualified as a foreign entity for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except, in the case of this clause (ii), where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has no subsidiaries required to be listed on Exhibit 21.1 to the Company's Annual Report on Form 10-K by Item 601 of Regulation S-K under the Exchange Act.

2.2 Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and perform the Transaction Documents and to issue and sell the Shares to be issued by the Company in accordance with the terms hereof. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by it of the Transactions have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the Company, its board of directors or stockholders is required. When executed and delivered by the Company, the Transaction Documents shall constitute valid and binding obligations of the Company enforceable against the Company in accordance with their

respective terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application. The Company's board of directors adopted resolutions approving the Transactions, including the issuance of the Shares to be issued by the Company pursuant to this Agreement.

2.3 Issuance of Shares. The Shares to be issued and sold by the Company to the Purchaser hereunder have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will (i) be duly and validly issued and fully paid and non-assessable; (ii) conform in all material respects to the description of the Company Common Stock contained in the SEC Documents; and (iii) be free and clear of any Lien or restriction on transfer, other than restrictions on transfer under any Transaction Document or applicable state or federal securities laws; and the issuance of the Shares is not subject to any preemptive or similar rights, except as have been validly waived or complied with in connection with the offering of the Shares.

2.4 No Conflicts; Governmental Approvals. The issuance and sale of the Shares and the compliance by the Company with the Transaction Documents and the consummation of the Transactions will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under (i) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject (and shall not give to others any rights of termination, amendment, acceleration or cancellation of the same), (ii) the Certificate of Incorporation or the Bylaws, or (iii) any statute or any judgment, order, rule or regulation of any Governmental Authority having jurisdiction over the Company or any of its properties, except, for such defaults, breaches, or violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such Governmental Authority is required for the issue and sale of the Shares or the consummation by the Company of the Transactions, except for filings pursuant to applicable federal or state securities or Blue Sky laws, which have been made or will be made in a timely manner.

2.5 Capitalization. The authorized capital stock of the Company consists, as of July 31, 2023, of (i) 250,000,000 shares of Company Common Stock, of which 86,903,510 shares are issued and outstanding and (ii) 10,000,000 shares of preferred stock, $0.0001 par value per share, none of which is issued and outstanding. All of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and conform in all material respects to the description thereof contained in the SEC Documents.

2.6 SEC Documents. The Company represents and warrants that as of the date hereof, the Company Common Stock is registered pursuant to Section 12(b) of the Exchange Act. The Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the Commission pursuant to the reporting requirements of the Exchange Act (the "**SEC Documents**"). At the times of their respective filings, such reports, schedules, forms, statements and other documents of the Company (i) complied in all material respects with the requirements of the Exchange Act and the rules and regulations promulgated thereunder and

(ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company understands and confirms that the Purchaser will rely, in part, on the foregoing representations in effecting transactions in securities of the Company. No inquiries or any other investigation conducted by or on behalf of the Purchaser or its representatives will modify, amend or affect the Purchaser's right to rely on the truth, accuracy and completeness of the SEC Documents and the Company's representations and warranties contained in this Agreement.

2.7 Nasdaq. The Company Common Stock is currently listed on the Nasdaq Global Select Market. The Company is in compliance with applicable Nasdaq continued listing requirements and has no knowledge of any facts that would reasonably lead to delisting or suspension of the Company Common Stock from Nasdaq or the termination of the registration of the Company Common Stock under the Exchange Act, and has not received any notification that the Commission or Nasdaq is contemplating such delisting, suspension or termination.

2.8 Financial Statements. As of their respective dates, the financial statements of the Company included in the SEC Documents, together with the related schedules, if any, and notes (i) complied in all material respects with applicable accounting requirements and the published rules and regulations of the Commission or other applicable rules and regulations with respect thereto, and (ii) present fairly, in all material respects, the financial position of the Company and its consolidated subsidiary at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiary for the periods specified; said financial statements have been prepared in conformity with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods involved except, in the case of unaudited interim financial statements, subject to normal year-end audit adjustments and the exclusion of certain footnotes as permitted by applicable rules of the Commission.

2.9 No Liabilities. The Company has no liabilities or obligations other than liabilities or obligations (i) reflected on the most recent balance sheet of the Company included in the SEC Documents, (ii) incurred in the ordinary course of business, consistent with past practice, since the date of the most recent balance sheet of the Company included in the SEC Documents, (iii) incurred in connection with this Agreement, or (iv) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2.10 Accountants. Ernst & Young LLP are the Company's independent public accountants as required by the Securities Act and the rules and regulations of the Commission thereunder.

2.11 Internal Controls. The Company maintains effective internal control over financial reporting (as defined under Rule 13a-15 and 15d-15 under the rules and regulations of the Commission under the Exchange Act) and a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is

compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the SEC Documents, there has been (1) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (2) no change in the Company's internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the Company's internal control over financial reporting.

2.12 Disclosure Controls. The Company maintains an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that complies with the requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company has carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

2.13 Intellectual Property. (a) The Company owns or possesses, or can acquire on reasonable terms, valid, binding end enforceable licenses or other rights to practice and use all patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names and other intellectual property (collectively, "**Intellectual Property**") necessary to carry on the business now operated by them or as proposed in the SEC Documents to be conducted, and (b) to the Company's knowledge (i) the conduct of the Company's business has not and will not infringe or misappropriate any intellectual property rights of others, (ii) there are no rights of third parties to any such Intellectual Property and such Intellectual Property is free and clear of all material Liens; (ii) there is no infringement by third parties of any such Intellectual Property; (iii) there is no pending or threatened action, suit, proceeding or claim by others challenging the Company's rights in or to any such Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (iv) there is no pending or threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (v) there is no pending or threatened action, suit, proceeding or claim by others that the Company infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of others, and the Company is unaware of any other fact which would form a reasonable basis for any such claim; (vi) there is no U.S. patent or published U.S. patent application which contains valid claims that dominate or may dominate any Intellectual Property described in SEC Documents as being owned by or licensed to the Company or that interferes with the issued or pending claims of any such Intellectual Property; and (vii) there is no prior art of which the Company is aware that may render any U.S. patent held by the Company invalid or any U.S. patent application held by the Company un-patentable which has not been disclosed to the U.S. Patent and Trademark Office.

2.14 Taxes. All material tax returns of the Company and its subsidiaries required by law to be filed have been filed (after giving effect to any extensions provided by law that have been requested) and all taxes shown as due on such returns or that otherwise have been assessed, which are due and payable, have been paid, except insofar as any failure to file a tax return or to pay a tax would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2.15 Employee Matters. No material labor disturbance by or dispute with current or former employees or officers of the Company exists or, to the Company's knowledge, is contemplated or threatened, and the Company is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of the Company's principal suppliers, manufacturers or contractors. The Company is not a party to any collective bargaining agreement.

2.16 Insurance. The Company has insurance covering its respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are reasonable and is ordinary and customary for comparable companies in the same or similar businesses; and Company has not (i) received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business.

2.17 Anti-Corruption Laws. Neither the Company nor any director or officer nor, to the knowledge of the Company, any employee, agent, Affiliate or other Person, while acting on behalf of the Company (i) has made, offered, promised or authorized any unlawful contribution, gift, entertainment or other unlawful expense or taken any act in furtherance thereof; (ii) has made, offered, promised or authorized any direct or indirect unlawful payment; (iii) has violated or is in violation of any applicable provision of the Foreign Corrupt Practices Act of 1977, as amended, the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law (collectively, the "**Anti-Corruption Laws**"); or (iv) will use, directly or indirectly, the proceeds of the Transactions in furtherance of an offer, promise or authorization of any unlawful contribution, gift, entertainment or other unlawful expense in violation of any applicable Anti-Corruption Laws; and the Company has conducted its business in compliance with Anti-Corruption Laws.

2.18 Money Laundering Laws. The operations of the Company are and have been conducted at all times in compliance with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT Act of 2001, and the rules and regulations promulgated thereunder, and the anti-money laundering laws of the various jurisdictions in which the Company conducts business (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

2.19 Sanctions. None of the Company nor any of their respective directors or officers or, to the knowledge of the Company, any agent, employee, Affiliate or other representative of the Company is currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Nations Security Council, the European Union, Her

Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), nor is the Company located, organized or resident in a country or territory that is the subject of applicable Sanctions (including, without limitation, the so-called Luhansk People's Republic, and the Crimea regions of Ukraine, Cuba, Iran, North Korea and Syria); and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

2.20 Licenses and Permits. The Company possesses, and is in compliance in all material respects with the terms of, all certificates, approvals, clearances, registrations, franchises, exemptions, licenses, permits and other authorizations necessary to the conduct of the business conducted by it (collectively, "**Governmental Licenses**"), including without limitation, all such Governmental Licenses required by the United States Food and Drug Administration or any component thereof, the United States Drug Enforcement Administration and/or by any other Governmental Authority. All such Governmental Licenses are in full force and effect and the Company is not in violation of any term of such Governmental License, except in each case as would not, individually or in the aggregate, have a Material Adverse Effect. The Company has fulfilled and performed all of its material obligations with respect to the Governmental Licenses and, to the Company's knowledge, no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any other material impairment of the rights of the holder of any Governmental License. The Company has not received any written notice of proceedings relating to the revocation or modification of any Governmental Licenses that, if determined adversely to the Company, would reasonably be expected to have a Material Adverse Effect. To the Company's knowledge, no party granting any such Governmental Licenses has taken any action to limit, suspend or revoke the same in any material respect.

2.21 Clinical Data. The preclinical tests and clinical trials that are described in, or the results of which are referred to in the SEC Documents were and, if still pending, are being conducted in all material respects in accordance with all applicable laws, rules, and regulations, including without limitation 21 C.F.R. Parts 50, 54, 56, 58 and 312; each description of such tests and trials, and the results thereof, contained in the SEC Documents is accurate and complete in all material respects and fairly presents the data about and derived from such tests and trials, in each case, as of the respective date or dates such descriptions or results contained in the SEC Documents were disclosed, and the Company has no knowledge of any other studies or tests the results of which are inconsistent with, or otherwise call into question, the results described or referred to in the SEC Documents. The Company has not received any written notices or other correspondence from any Governmental Authority requiring the termination, suspension or material modification of any preclinical tests or clinical trials that are, or the results of which are, described or referred to in the SEC Documents.

2.22 Regulatory Compliance. The Company: (i) within the last five (5) years has not received any Form 483, written notice of adverse finding, warning letter, untitled letter or other correspondence or written notice from any Governmental Authority alleging or asserting noncompliance with any applicable Healthcare Laws (as defined below) or the terms of any

Government License, except in each case as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (ii) has not received written notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any Governmental Authority or third party alleging that any product operation or activity is in violation of any Healthcare Laws or Government Licenses and has no knowledge that any such Governmental Authority or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding, except in each case as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (iii) (a) has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Healthcare Laws or Government Licenses, (b) except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct and not misleading on the date filed (or were corrected or supplemented by a subsequent submission), and (c) the Company is not aware of any reasonable basis for any material liability with respect to such filings; and (iv) has not, and to the knowledge of the Company, the Company's officers, employees and agents have not, made any untrue statement of a material fact or fraudulent statement to any Governmental Authority or failed to disclose a material fact required to be disclosed to any Governmental Authority.

2.23 Compliance with Healthcare Laws. Except where instances of failure to comply would not, whether individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company is and has been in compliance with all applicable foreign, federal, state and local healthcare laws, rules and regulations, including, without limitation, (i) the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §§ 301 et seq.); (ii) the Public Health Service Act (42 U.S.C. §§ 201 et seq.); (iii) all healthcare related fraud and abuse laws, including, without limitation, the federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), the civil monetary penalties law (42 U.S.C. § 1320a-7a), the exclusions law (42 U.S.C. § 1320a-7), the Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h), all criminal laws relating to healthcare fraud and abuse, including but not limited to 18 U.S.C. Sections 286, 287, 1035, 1347 and 1349, the healthcare fraud criminal provisions under the U.S. Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") (42 U.S.C. §§1320d et seq.), the Medicare statute (Title XVIII of the Social Security Act), and the Medicaid statute (Title XIX of the Social Security Act); and (iv) the patient privacy, data security and beach notification provisions under HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§17921 et seq.); each as amended and the regulations promulgated pursuant to such laws (collectively, the "**Healthcare Laws**"). Neither the Company, nor to the Company's knowledge, its officers, directors, employees, agents, have engaged in activities which are, as applicable, cause for false claims liability, civil penalties, or mandatory or permissive exclusion from Medicare, Medicaid, or any other state or federal healthcare program. The Company is not a party to or has any ongoing reporting obligations pursuant to any corporate integrity agreement, deferred prosecution agreement, monitoring agreement, consent decree, settlement order, plan of correction or similar agreement with or imposed by any Governmental Authority. Additionally, neither the Company, nor any of its employees, officers or directors, or to the Company's knowledge, agents, is or has been excluded, suspended, debarred or is otherwise ineligible to participate in any U.S. state or federal healthcare program or human clinical research or, to the knowledge of the Company, is subject to a governmental inquiry, investigation, proceeding, or other similar action that would reasonably be expected to result in debarment, suspension, or exclusion

2.24 Compliance with Data Privacy Laws. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company is, and since January 1, 2022 has been, in material compliance with all applicable state and federal data privacy and security laws and regulations, including, to the extent applicable to the Company, HIPAA, and the Company has taken reasonable actions to comply with applicable provisions of the California Consumer Privacy Act, and the European Union General Data Protection Regulation (EU 2016/679) (collectively, the "**Privacy Laws**"). The Company has in place and takes commercially reasonable steps designed to ensure compliance in all material respects with its policies and procedures relating to data privacy and security and the collection, storage, use, processing, disclosure, handling, and analysis of Personal Data (the "**Policies**"). The Company makes all material disclosures to users or customers required by Privacy Laws, and none of such disclosures made or contained in any Policy have, to the Company's knowledge, been materially inaccurate or in violation of any applicable Privacy Laws in any material respect. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company: (i) has not received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Privacy Laws, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is not currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any Privacy Law; or (iii) is not a party to any order, decree, or agreement that imposes any obligation or liability under any Privacy Law. "**Personal Data**" means any data that constitutes "personally identifying information," "personal data," "protected health information," "personal information," or other similar term as defined by applicable Privacy Laws.

2.25 Cybersecurity. There has been no material security breach or incident, unauthorized access or disclosure, or other material compromise of the Company's information technology and computer systems, networks, hardware, software, data and databases (including the data and information of their respective employees, suppliers, and vendors), equipment or technology (collectively, "**IT Systems and Data**"). The Company has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any material security breach or incident, unauthorized access or disclosure or other compromise to its IT Systems and Data and the Company has implemented commercially reasonable controls, policies, procedures, and technological safeguards designed to maintain and protect the integrity, continuous operation, redundancy and security of its IT Systems and Data reasonably consistent with industry standards and practices or required by applicable Privacy Laws. Except as would not reasonably be expected to have a Material Adverse Effect, the Company is presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any Governmental Authority governing the privacy and security of IT Systems and Data and the protection of such IT Systems and Data from unauthorized use, unauthorized access, misappropriation or unauthorized modification.

2.26 No Material Adverse Change. Since March 31, 2023, there has not been:

(a) any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the financial statements included in the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, except for changes in the ordinary course of business, consistent (as to amount and nature) with past practice, and which have not had and would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect;

(b) any declaration or payment by the Company of any dividend, or any authorization or payment by the Company of any distribution, on any of the capital stock of the Company, or any redemption or repurchase by the Company of any securities of the Company;

(c) any material damage, destruction or loss, whether or not covered by insurance, to any assets or properties of the Company;

(d) any waiver, not in the ordinary course of business, by the Company of a material right or of a material debt owed to it;

(e) any satisfaction or discharge of a material Lien or payment of any obligation by the Company, except in the ordinary course of business;

(f) any change or amendment to the Certificate of Incorporation or Bylaws;

(g) any material labor difficulties or labor union organizing activities with respect to employees of the Company;

(h) any material transaction entered into by the Company, except in the ordinary course of business; or

(i) any other event or condition that has had or would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2.27 No Undisclosed Events or Circumstances. Since March 31, 2023, except for the consummation of the transactions contemplated herein, to the Company's knowledge, no event or circumstance has occurred or exists with respect to the Company or its businesses, properties, prospects, operations or financial condition, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly announced or disclosed.

2.28 Litigation. There are no legal or governmental proceedings pending to which the Company or, to the Company's knowledge, any officer or director of the Company, is a party or of which any property of the Company or, to the Company's knowledge, any officer or director of the Company, is the subject which, if determined adversely to the Company (or such officer or director), would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and, to the Company's knowledge, no such proceedings are threatened or contemplated by Governmental Authorities or others.

2.29 Investment Company Act. The Company is not and, after giving effect to the Transactions, will not be an "investment company", as such term is defined in the Investment Company Act of 1940, as amended.

2.30 Private Placement. Assuming the accuracy of the Purchaser's representations and warranties set forth in **Article III** hereof, no registration under the Securities Act is required for the offer and sale of the Shares by the Company to the Purchaser hereunder. The Shares (i) were not offered by any form of general solicitation or general advertising (as such terms are defined in Regulation D under the Securities Act) and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws. No disqualifying event described in Rule 506(d)(1)(i)-(viii) under the Securities Act (a "**Disqualification Event**") is applicable to the Company or, to the Company's knowledge, any Company Covered Person (as defined below), except for a Disqualification Event as to which Rule 506(d)(2)(ii)-(iv) or (d)(3) under the Securities Act is applicable. The Company has complied, to the extent applicable, with any disclosure obligations under Rule 506(e) under the Securities Act. "**Company Covered Person**" means, with respect to the Company as an "issuer" for purposes of Rule 506 under the Securities Act, any person listed in the first paragraph of Rule 506(d)(1) under the Securities Act.

2.31 No Integrated Offering. The Company shall not, directly or indirectly, sell, offer for sale or solicit offers to buy or otherwise negotiate (and has not done any of the foregoing) in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Shares in a manner that would require the registration under the Securities Act of the sale of the Shares or that would be integrated with the offer or sale of the Shares for purposes of the rules and regulations of Nasdaq such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

2.32 No General Solicitation. Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Shares by any form of general solicitation or general advertising (as such terms are defined in Regulation D under the Securities Act). The Company has offered the Shares for sale only to the Purchaser.

2.33 Brokers and Finders. The Company has not employed any broker or finder in connection with the Transactions.

2.34 CFIUS. Neither the Company nor any of its Affiliates engage in (i) the design, fabrication, development, testing, production or manufacture of one or more "critical technologies" within the meaning of Section 721 of the Defense Production Act, 50 U.S.C. § 4565, and all implementing regulations thereof (the "**DPA**"); (ii) the ownership, operation, maintenance, supply, manufacture, or servicing of "covered investment critical infrastructure" within the meaning of the DPA; or (iii) the maintenance or collection, directly or indirectly, of "sensitive personal data" of U.S. citizens within the meaning of the DPA, and, therefore, in turn, is not a "TID U.S. business" within the meaning of the DPA.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER

The Purchaser, hereby represents, warrants and covenants to the Company as follows:

3.1 Authorization and Power. The Purchaser has the requisite power and authority to enter into and perform the Transaction Documents and to purchase the Shares being sold to it hereunder. The execution, delivery and performance of the Transaction Documents by such Purchaser and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action, and no further consent or authorization of such Purchaser or its board of directors, stockholders or other governing body is required. When executed and delivered by such Purchaser, the Transaction Documents shall constitute valid and binding obligations of such Purchaser, enforceable against such Purchaser in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.

3.2 No Conflict. The execution, delivery and performance of the Transaction Documents by such Purchaser and the consummation by such Purchaser of the transactions contemplated hereby do not and will not (i) violate any provision of such Purchaser's charter or organizational documents, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, mortgage, deed of trust, indenture, note, bond, license, lease agreement, instrument or obligation to which such Purchaser is a party or by which such Purchaser's properties or assets are bound, or (iii) result in a violation of any federal, state, local or foreign statute, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations) applicable to such Purchaser or by which any property or asset of such Purchaser are bound or affected, except, in the case of clauses (ii) and (iii) for such conflicts, defaults or violations that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under the Transaction Documents, including the purchase of the Shares, or to consummate the Transactions..

3.3 Purchaser Sophistication; Accredited Investor. The Purchaser (i) is knowledgeable, sophisticated and experienced in making, and is qualified to make decisions with respect to, investments in shares presenting an investment decision like that involved in the purchase of the Shares, and has requested, received, reviewed and considered all information it deemed relevant in making an informed decision to purchase the Shares; (ii) in connection with its decision to purchase the Shares, relied only upon the SEC Documents, other publicly available information, and the representations and warranties of the Company contained in this Agreement; (iii) is an "accredited investor" pursuant to Rule 501 of Regulation D under the Securities Act; (iv) is acquiring the Shares for its own account for investment only and with no present intention of distributing any of the Shares or any arrangement or understanding with any other Persons regarding the distribution of the Shares; (v) has not been organized, reorganized or recapitalized specifically for the purpose of investing in the Shares; (vi) will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire to take a pledge of) any of the Shares except in compliance with the Securities Act and applicable state securities laws; (vii) understands that the Shares are being offered and sold to it in reliance upon specific exemptions from the registration requirements of the Securities Act and state securities laws, and that the Company is relying upon the truth and accuracy of, and such Purchaser's compliance with, the representations, warranties, agreements, acknowledgments and

understandings of such Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of such Purchaser to acquire the Shares; (viii) understands that its investment in the Shares involves a significant degree of risk, including a risk of total loss of such Purchaser's investment; and (ix) understands that no Governmental Authority has passed upon or made any recommendation or endorsement of the Shares.

3.4 Private Placement. Such Purchaser acknowledges and agrees that the Shares are being offered in a transaction not involving a public offering within the meaning of the Securities Act and that the Shares have not been registered under the Securities Act. Such Purchaser acknowledges and agrees that the Shares may not be offered, resold, transferred, pledged or otherwise disposed of by such Purchaser in a transaction subject to the registration requirements of the Securities Act absent an effective registration statement under the Securities Act or an applicable exemption from the registration requirements of the Securities Act, including Rule 144 promulgated thereunder.

3.5 Ownership of Capital Stock. The Purchaser and its Affiliates beneficially own no shares of capital stock of the Company as of the date hereof.

3.6 Foreign Investors. If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, sale, redemption or transfer of the Shares.

3.7 Stock Legends. Such Purchaser acknowledges that certificates or book-entry credits evidencing the Shares shall bear a restrictive legend in substantially the following form (and including related stock transfer instructions and record notations):

> THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS.

3.8 No Legal, Tax or Investment Advice. Such Purchaser understands that nothing in this Agreement or any other materials presented by or on behalf of the Company to such Purchaser in connection with the purchase of the Shares constitutes legal, tax or investment advice. Such Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Shares.

3.9 No General Solicitation; Pre-Existing Relationship. Such Purchaser is not purchasing the Shares as a result of any advertisement, article, notice or other communication regarding the Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement (as defined in Regulation D under the Securities Act). Such Purchaser also represents that such Purchaser was contacted regarding the sale of the Shares by the Company (or a representative of the Company) and the Shares were offered to such Purchaser solely by direct contact between such Purchaser and the Company (or an authorized representative of the Company). Such Purchaser did not become aware of this offering of Shares, nor were the Shares offered to such Purchaser, by any other means.

3.10 Purchase Entirely for Own Account. The Shares to be received by such Purchaser hereunder will be acquired for such Purchaser's own account, not as nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, and such Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act without prejudice, however, to such Purchaser's right at all times to sell or otherwise dispose of all or any part of such Shares in compliance with applicable federal and state securities laws. Nothing contained herein shall be deemed a representation or warranty by such Purchaser to hold the Shares for any period of time.

3.11 No Rule 506 Disqualifying Activities. Neither such Purchaser nor any Person or entity with whom such Purchaser will share beneficial ownership of the Shares is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i)-(viii) under the Securities Act.

3.12 Brokers and Finders. Such Purchaser has not employed any broker or finder in connection with the Transactions.

3.13 Disclaimer of Other Representations and Warranties. Except as expressly set forth in **Article II** or in any other Transaction Document, such Purchaser acknowledges that neither the Company nor any other Person has made or is making any representation or warranty of any kind, express or implied, at law or in equity, including with respect to it or any of its subsidiaries or any of their respective businesses, assets, liabilities, condition (financial or otherwise), prospects or operations, or otherwise, and any such other representations and warranties are hereby expressly disclaimed by the Company.

ARTICLE IV
COVENANTS OF THE PARTIES

4.1 Lockup.

(a) Agreement to Lock-Up. The Purchaser hereby agrees that it will not, without the prior written consent of the Company during the period commencing on the Closing Date and ending on the date that is one hundred and eighty (180) days after the Closing Date (the "**Lock-Up Period**") (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or

otherwise transfer or dispose of, directly or indirectly, any shares of Company Common Stock; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of Company Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Company Common Stock or other securities, in cash or otherwise. Notwithstanding the foregoing, the Purchaser or its Permitted Transferees may transfer shares of Company Common Stock during the Lock-Up Period (i) to (a) such Purchaser's Affiliates and its and their respective officers or directors, (b) any immediate family members of such officers or directors, or (c) any direct or indirect partners, members or equity holders of Purchaser or any related investment funds or vehicles controlled or managed by such Persons or entities or their respective Affiliates, (ii) to the Company; or (iii) in connection with a liquidation, merger, stock exchange, reorganization, tender offer or other similar transaction which results in all of the Company's stockholders having the right to exchange their shares of Company Common Stock for cash, securities or other property subsequent to the Closing Date; provided, however, that in the case of clauses (i)(a) to (i)(c), it shall be a condition to the transfer that the Permitted Transferee execute an agreement stating that the Permitted Transferee is receiving and holding such Company Common Stock subject to this Section 4.1 and there shall be no further transfer of such Company Common Stock except in accordance with this Section 4.1, and provided further that any such transfer shall not involve a disposition for value. The term "**Permitted Transferees**" means, prior to the expiration of the Lock-Up Period, any Person or entity to whom such Purchaser is permitted to transfer such shares of Company Common Stock prior to the expiration of the Lock-Up Period pursuant to this Section 4.1(a).

(b) Stop Transfer Instructions. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the shares of Company Common Stock of such Purchaser (and transferees and assignees thereof) until the end of the Lock-Up Period.

4.2 Indemnification.

(a) The Company agrees to indemnify and hold harmless the Purchaser, its Affiliates and its and their respective directors, officers, stockholders, members, partners, employees and agents, each person who controls such Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, stockholders, agents, members, partners or employees of such controlling person (collectively, the "**Purchaser Indemnitees**"), from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of the Company's breach of any representation, warranty or covenant contained herein; provided, however, that the Company will not be liable in any such case to the extent and only to the extent that any such loss, liability, claim, damage, cost, fee or expense arises out of or is based upon the inaccuracy of any representations made by the Purchaser in this Agreement, or the failure of the Purchaser to comply with the covenants and agreements contained herein.

(b) Promptly after receipt by an indemnified party under this Section 4.2 of notice of the commencement of any indemnifiable action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 4.2, notify the

indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 4.2 except to the extent the indemnified party is actually prejudiced by such omission. In case any such indemnifiable action is brought against any indemnified party, the indemnifying party will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof, with counsel satisfactory to such indemnified party; provided, however, if the defendants in any such indemnifiable action include both the indemnified party and the indemnifying party and either (i) the indemnifying party or parties and the indemnified party or parties mutually agree or (ii) representation of both the indemnifying party or parties and the indemnified party or parties by the same counsel is inappropriate under applicable standards of professional conduct due to actual or potential differing interests between them, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such indemnifiable action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense of such indemnifiable action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 4.2 for any reasonable legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed counsel in connection with the assumption of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel in such circumstance), (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the indemnifiable action or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party. No indemnifying party shall (i) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld or conditioned), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened indemnifiable action in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such indemnifiable action) unless such settlement, compromise or consent requires only the payment of money damages, does not subject the indemnified party to any continuing obligation or require any admission of criminal or civil responsibility or fault, and includes an unconditional release of each indemnified party from all liability arising out of such indemnifiable action, or (ii) be liable for any settlement of any such indemnifiable action effected without its written consent (which consent shall not be unreasonably withheld or conditioned), but if settled with its written consent or if there be a final judgment of the plaintiff in any such indemnifiable action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

ARTICLE V
CONDITIONS TO CLOSING

5.1 Conditions Precedent to the Obligations of the Purchaser. The obligation of the Purchaser to acquire the Shares at the Closing is subject to the satisfaction or waiver by the Purchaser, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Company contained in **Article II** shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date.

(b) Performance. The Company shall have performed and complied, in all material respects, with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Company on or before the Closing, including, without limitation, the delivery by the Company of the items contemplated by Section 1.4(a).

(c) No Injunction. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any Governmental Authority or arbitrator of competent jurisdiction that prohibits the consummation of any of the Transactions.

(d) No Nasdaq Objection. Nasdaq shall have raised no objection to the consummation of the Transactions in the absence of stockholder approval of such transactions.

(e) Listing of Additional Shares. The Company shall have submitted a Listing of Additional Shares Notification with the Nasdaq covering all of the Shares.

(f) Strategic Rights Letter Agreement. The Company shall have executed and delivered the Strategic Rights Letter Agreement, and the Strategic Rights Letter Agreement shall be in full force and effect

(g) Registration Rights Agreement. The Company shall have executed and delivered the Registration Rights Agreement, and the Registration Rights Agreement shall be in full force and effect.

5.2 Conditions Precedent to the Obligations of the Company. The obligation of the Company to issue the Shares at the Closing is subject to the satisfaction or waiver by the Company, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Purchaser contained in **Article III** shall be true and correct in all respects as of the Closing (unless as of a specific date therein in which case they shall be accurate as of such date).

(b) Performance. The Purchaser shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by such Purchaser at or prior to the Closing, including, without limitation, the delivery by such Purchaser of the items contemplated by Section 1.4(b).

(c) No Injunction. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any Governmental Authority or arbitrator of competent jurisdiction that prohibits the consummation of any of the Transactions.

(d) No Nasdaq Objection. Nasdaq shall have raised no objection to the consummation of the Transactions in the absence of stockholder approval of such Transactions.

ARTICLE VI
MISCELLANEOUS

6.1 Survival. Unless otherwise set forth in this Agreement, the representations and warranties, and covenants of the Company and the Purchaser contained in or made pursuant to this Agreement shall survive the Closing and the delivery of the Shares.

6.2 No Finder's Fees. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with the Transactions. The Company agrees to indemnify and to hold harmless the Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of such Transactions (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible. The Purchaser agrees to indemnify and hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of such transactions (and the costs and expenses of defending against such liability or asserted liability) for which such Purchaser or any of its officers, employees or representatives is responsible.

6.3 Fees and Expenses. Each party shall pay the fees and expenses of its advisors, counsel, accountants and other experts, if any, and all other expenses, incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

6.4 Entire Agreement. The Transaction Documents, together with the Exhibits and Schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules; *provided, however*, that any confidentiality agreements previously entered into between the Company and the Purchaser shall remain in full force and effect.

6.5 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section prior to 4:00 p.m. (California time) on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section on a day that is not a Business Day or later than 4:00 p.m. (California time) on any Business Day, (c) the Business Day following the date of deposit with a nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The addresses and email addresses for such notices and communications are those set forth below, or such other address or email address as may be designated in writing hereafter, in the same manner, by any such Person:

If to the Company:

Poseida Therapeutics, Inc.
9390 Towne Centre Drive, Suite 200
San Diego, California 92121
Attention: Chief Executive Officer
Email:

with a copy to (which copy shall not constitute notice):

Cooley LLP
10265 Science Center Drive
San Diego, California 92121
Attention: Thomas A. Coll
Email: collta@cooley.com

If to the Purchaser: To their address as set forth on Schedule I hereto.

6.6 Amendments; Waivers. This Agreement and any term hereof may be amended, terminated or waived only with the written consent of the Company and the Purchaser. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

6.7 Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

6.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser. The Purchaser may assign its rights under this Agreement only to a Person to whom such Purchaser assigns or transfers all Shares held by such Purchaser; *provided*, *that* (i) as a condition of such transfer, such transferee agrees in writing to be bound by all of the terms and conditions of this Agreement as if it were Purchaser hereunder and (ii) such transfer shall have been made in accordance with the applicable requirements of this Agreement.

6.9 Persons Entitled to Benefit of Agreement. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except that Section 4.2 hereof shall be for the express benefit of the indemnified persons identified therein.

6.10 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, then any federal court of the United States of America sitting in the State of Delaware) for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the

transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

6.11 Counterparts; Execution. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.12 Severability. If any provision hereof should be held invalid, illegal or unenforceable in any respect, then, to the fullest extent permitted by law, (a) all other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the parties as nearly as may be possible and (b) the parties shall use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of such provision(s) in this Agreement.

6.13 Adjustments in Share Numbers and Prices. In the event of any stock split, subdivision, dividend or distribution payable in shares of Company Common Stock (or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly shares of Company Common Stock), combination or other similar recapitalization or event occurring after the date hereof, each reference in any Transaction Document to a number of shares or a price per share shall be deemed to be amended to appropriately account for such event.

[*SIGNATURE PAGE TO FOLLOW*]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

COMPANY:

POSEIDA THERAPEUTICS, INC.

By: /s/ Mark J. Gergen
Name: Mark J. Gergen
Title: Chief Executive Officer

PURCHASER:

ASTELLAS US, LLC

By: /s/ Mark Reisenauer
Name: Mark Reisenauer
Title: President

SCHEDULE I

SCHEDULE OF PURCHASERS

Name of Purchaser and Address/Contact Information	Number of Shares Purchased	Aggregate Purchase Price
Astellas US LLC	8,333,333	$ 24,999,999.00
With copies to:		
Astellas Pharma Inc.		
Astellas US LLC		

EXHIBIT A

STOCK REGISTRATION QUESTIONNAIRE

EXHIBIT B

ACCREDITED INVESTOR QUALIFICATION QUESTIONNAIRE

EXHIBIT C

“BAD ACTOR” QUESTIONNAIRE FORM

EXHIBIT D

STRATEGIC RIGHTS LETTER AGREEMENT

EXHIBIT E

REGISTRATION RIGHTS AGREEMENT

Exhibit 10.2

EXECUTION VERSION

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is made and entered into as of August 4, 2023, by and between Poseida Therapeutics, Inc., a Delaware corporation (the "**Company**"), with its principal place of business at 9390 Towne Center Drive, Suite 200, San Diego, California, 92121 and Astellas US, LLC, a Delaware limited liability company (the "**Purchaser**"), with its principal place of business at 2375 Waterview Drive, Northbrook, IL 60062 and shall become effective as of the Closing.

RECITALS

A. In connection with the Securities Purchase Agreement, by and between the Company and the Purchaser, dated as of August 4, 2023 (the "**Purchase Agreement**"), the Company has agreed, upon the terms and conditions stated in the Purchase Agreement, to issue and sell to the Purchaser on the Closing Date shares of Company Common Stock (the "**Shares**"); and

B. To induce the Purchaser to execute and deliver the Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act, and applicable state securities laws.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"**Board**" means the Board of Directors of the Company.

"**Effectiveness Deadline**" means the earlier of (i) the two hundred and eightieth (280th) day following the Closing Date if the Commission notifies the Company that it will "review" the Initial Registration Statement and (ii) the third (3rd) day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Initial Registration Statement will not be "reviewed" or will not be subject to further review.

"**Filing Date**" means the two hundred and fiftieth (250th) day following the Closing Date; provided, however, that if the Filing Date falls on a day that is not a Business Day, then the Filing Date shall be extended to the next Business Day.

"**Free Writing Prospectus**" means a free writing prospectus, as that term is defined in Rule 405 promulgated by the Commission pursuant to the Securities Act.

"**Holder**" or "**Holders**" shall initially mean the Purchaser and any designee who receives Shares from the Company pursuant to the Purchase Agreement and thereafter any Person to whom all or any of the Shares are validly transferred.

"**Proceeding**" means an action, claim, suit, investigation or proceeding (including, without limitation, an arbitration and an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"**Prospectus**" means any prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to any such prospectus, including post-effective amendments, and all material incorporated by reference in such prospectus.

"**Registrable Securities**" means the Shares issued to the Purchaser or its designee(s) pursuant to the Purchase Agreement; provided, however, that such securities shall no longer be deemed Registrable Securities if (i) such securities have been sold pursuant to a Registration Statement, (ii) such securities have been sold in compliance with Rule 144 or (iii) such securities have become eligible for resale without volume or manner-of-sale restrictions pursuant to Rule 144.

"**Registration Statement**" means the registration statements and any additional registration statements contemplated by Article II, including (in each case) the related Prospectus, amendments and supplements to such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference in such registration statements.

"**Rule 144**" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"**Rule 415**" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"**Selling Stockholder Questionnaire**" means a questionnaire in the form attached as Annex B hereto, or such other form of questionnaire as may reasonably be requested by the Company from time to time.

ARTICLE II
REGISTRATION

2.1 Initial Registration Statement. The Company shall prepare and file with the Commission on or prior to the Filing Date a registration statement covering the resale of the Registrable Securities as would permit the sale and distribution of all the Registrable Securities

from time to time pursuant to Rule 415 in the manner reasonably requested by a Holder (the "**Initial Registration Statement**"). The Initial Registration Statement shall be on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3, in which case such registration shall be on another appropriate form in accordance with the Securities Act and the rules promulgated thereunder and the Company shall undertake to register the Registrable Securities on Form S-3 as soon as practicable following the availability of such form, provided that the Company shall use reasonable best efforts to maintain the effectiveness of the Initial Registration Statement then in effect until such time as a registration statement on Form S-3 covering the Registrable Securities has been declared effective by the Commission). The Initial Registration Statement shall contain a "Plan of Distribution" section in substantially the form attached hereto as Annex A. The Company shall use reasonable best efforts to cause the Initial Registration Statement filed by it to be declared effective under the Securities Act as promptly as practicable after the filing thereof but in any event on or prior to the Effectiveness Deadline, and, subject to Section 4.1(l) hereof, to keep such Registration Statement continuously effective under the Securities Act until the earlier of (i) such date as no Holder beneficially owns any Registrable Securities or (ii) the date that is three (3) years following the Closing Date (the "**Effectiveness Period**"). By 1:00 p.m. (California time) on the Business Day following the Effectiveness Deadline, the Company shall file with the Commission in accordance with Rule 424 under the Securities Act the final prospectus to be used in connection with sales pursuant to such Initial Registration Statement.

2.2 Additional Registration Statements. In the event the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform each Holder thereof, (ii) use its reasonable best efforts to file amendments to the Initial Registration Statement as required by the Commission and/or (iii) withdraw the Initial Registration Statement and file a new registration statement (a "**New Registration Statement**"), in either case covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-3 or, if the Company is ineligible to register for resale the Registrable Securities on Form S-3, such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its reasonable best efforts to advocate with the Commission for the registration of all of the Registrable Securities. The Holders shall have the right to select one legal counsel to review and oversee any registration or matters pursuant to this Article II, including participation in any meetings or discussions with the Commission regarding the Commission's position and to comment on any written submission made to the Commission with respect thereto, which counsel shall be designated by the holders of a majority of the Registrable Securities. In the event the Company amends the Initial Registration Statement or files a New Registration Statement, as the case may be, under clauses (ii) or (iii) above, the Company will use its reasonable best efforts to file with the Commission, as promptly as allowed by the Commission, one or more registration statements on Form S-3 or, if the Company is ineligible to register for resale the Registrable Securities on Form S-3, such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended, or the New Registration Statement (the "**Remainder Registration Statements**").

ARTICLE III

PIGGYBACK REGISTRATIONS

3.1 Right to Piggyback. Until the expiration of the Effectiveness Period, whenever the Company proposes to register any Company Common Stock under the Securities Act (other than a registration statement on Form S-8, S-4 or any similar or successor form), whether for its own account or for the account of one or more holders of securities, and the form of registration statement to be used may be used for any registration of Registrable Securities (a "**Piggyback Registration**"), the Company shall give written notice to the Holders of its intention to effect such a registration and, subject to Sections 3.2 and 3.3, shall include in such registration statement and in any offering of Company Common Stock to be made pursuant to that registration statement all Registrable Securities with respect to which the Company has received a written request for inclusion therein from a Holder within ten (10) Business Days after such Holder's receipt of the Company's notice or, in the case of a primary offering, such shorter time as is reasonably specified by the Company in light of the circumstances, but in no event less than five (5) Business Days. The Company shall have no obligation to proceed with any Piggyback Registration and may abandon, terminate and/or withdraw such registration for any reason at any time prior to the pricing thereof. Any Holder may elect to withdraw its request for inclusion of Registrable Securities in any Piggyback Registration by giving written notice to the Company of such request to withdraw at least five (5) days prior to the effectiveness of such Registration Statement or prior to the pricing of the applicable offering. No registration effected under this Section 3 shall relieve the Company of its obligations to effect any registration of the sale of Registrable Securities under Article II.

3.2 Priority on Primary Piggyback Registrations. If a Piggyback Registration is initiated as a primary underwritten offering on behalf of the Company and the managing underwriters advise the Company and the Holders (if any Holders have elected to include Registrable Securities in such Piggyback Registration) that in their good faith opinion the number of securities proposed to be included in such offering exceeds the number of securities which can be sold in such offering without materially delaying or jeopardizing the success of the offering (including the price per security proposed to be sold in such offering), the Company shall include in such registration and offering (i) first, the number of Shares that the Company proposes to sell, and (ii) second, the number of securities requested to be included therein by holders of securities, including the Holders (if any Holders have elected to include Registrable Securities in such Piggyback Registration), pro rata (as nearly as practicable) among all participating holders on the basis of the number of securities requested to be included therein by all such holders or as such holders and the Company may otherwise agree.

3.3 Priority on Secondary Piggyback Registrations. If a Piggyback Registration is initiated as an underwritten registration on behalf of a holder of securities other than a Holder and the managing underwriters advise the Company that in their good faith opinion the number of securities proposed to be included in such registration exceeds the number of securities which can be sold in such offering without materially delaying or jeopardizing the success of the offering (including the price per security proposed to be sold in such offering), then the Company shall include in such registration (i) first, the number of securities requested to be included therein by the holder(s) requesting such registration, (ii) second, the number of securities requested to be included therein by other holders of securities including any other Holders (if any other Holders

have elected to include Registrable Securities in such Piggyback Registration), pro rata (as nearly as practicable) among participating holders on the basis of the number of securities requested to be included therein by such holders or as such holders and the Company may otherwise agree and (iii) third, the number of securities that the Company proposes to sell.

3.4 Basis of Participation. No Holder may sell Registrable Securities in any offering pursuant to a Piggyback Registration unless it (i) agrees to sell such Registrable Securities on the same basis provided in the underwriting or other distribution arrangements approved by the Company and that apply to the Company and/or any other holders involved in such Piggyback Registration and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, lockups and other documents required under the terms of such arrangements.

3.5 Selection of Underwriters. If any Piggyback Registration is a primary or secondary underwritten offering, the Company shall have the sole right to select the managing underwriter or underwriters to administer any such offering.

ARTICLE IV
REGISTRATION PROCEDURES

4.1 Registration Procedures. In connection with the Company's registration obligations hereunder, the Company shall:

(a) Prepare and file with the Commission on or prior to the Filing Date, the Initial Registration Statement on Form S-3 (or if the Company is not then eligible to register for resale the Registrable Securities on Form S-3 such Initial Registration Statement shall be on another appropriate form in accordance with the Securities Act and the rules and regulations promulgated thereunder) in accordance with the method or methods of distribution thereof as described on Annex A hereto, and use reasonable best efforts to cause the Initial Registration Statement to become effective and remain effective as provided herein. No Registration Statement shall name any Holder as an underwriter without such Holder's written consent. The Company shall permit each Holder and its counsel to review any Registration Statement registering any of such Holder's Registrable Securities, any related Prospectus and all amendments and supplements to either, at least two (2) Business Days prior to the filing thereof with the Commission and shall incorporate any reasonable comments made thereto.

(b) Prepare and file with the Commission such amendments, including post-effective amendments, to each Registration Statement as may be necessary to keep such Registration Statement continuously effective (subject to Section 4.1(l)) as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such New Registration Statements or Remainder Registration Statement, as necessary, in order to register for resale under the Securities Act all of the Registrable Securities; cause the related Prospectus to be amended or supplemented by any required prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; respond promptly to any comments received from the Commission with respect to any Registration Statement or any amendment thereto and promptly provide the Holders true and complete copies of all correspondence from and to the Commission

relating to any Registration Statement; and comply in all material respects with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by any Registration Statement during the applicable period in accordance with the intended methods of disposition by the Holders thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented.

(c) From the time the Commission declares a Registration Statement effective, each Holder shall be named as a selling stockholder in a Registration Statement and the related Prospectus in such a manner as to permit such Holder to deliver such Prospectus to purchasers of Registrable Securities included in such Registration Statement in accordance with applicable law, subject to the terms and conditions hereof. From and after the date a Registration Statement is declared effective, any Holder not named as a selling stockholder in a Registration Statement at the time of effectiveness may request that the Company amend or supplement a Registration Statement to include such Holder as a selling stockholder, and the Company shall, as promptly as practicable and in any event upon the later of (x) five (5) Business Days after such date or (y) two (2) Business Days after the expiration of any Suspension Period (as defined in Section 4.1(l)) that is either in effect or put into effect within five (5) Business Days of such date:

(i) prepare and file with the Commission a post-effective amendment to a Registration Statement or prepare and file a supplement to the related Prospectus or a supplement or amendment to any document incorporated therein by reference or file with the Commission any other required document so that the Holder is named as a selling stockholder in a Registration Statement and the related Prospectus in such a manner as to permit such Holder to deliver such Prospectus to purchasers of such Holder's Registrable Securities included in such Registration Statement in accordance with applicable law and, if the Company shall file a post-effective amendment to such Registration Statement, use its reasonable best efforts to cause such post-effective amendment to be declared effective under the Securities Act as promptly as is practicable, but in any event by the date that is forty-five (45) days after the date such post-effective amendment is required by this clause to be filed;

(ii) provide such Holder copies of any documents filed pursuant to Section 4.1(c)(i); and

(iii) notify such Holder as promptly as practicable after the effectiveness under the Securities Act of any post-effective amendment filed pursuant to Section 4.1(c)(i);

(d) Promptly notify the Holders of Registrable Securities (i)(A) when a Registration Statement, a prospectus or any prospectus supplement or pre- or post-effective amendment to a Registration Statement is filed; (B) when the Commission notifies the Company whether there will be a "review" of a Registration Statement and whenever the Commission comments in writing on such Registration Statement; and (C) with respect to a Registration Statement or any post-effective amendment filed by the Company, when the same has become effective; (ii) of any request by the Commission or any other Governmental Authority for amendments or supplements to any Registration Statement or Prospectus or for additional information of the Company; (iii) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any Proceedings for that

purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities of the Company for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of any event that makes any statement made in a Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (with respect to any Prospectus, in the light of the circumstances under which they were made) not misleading.

(e) Use reasonable best efforts to avoid the issuance of, and, if issued, to obtain the withdrawal of, (i) any order suspending the effectiveness of a Registration Statement or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any U.S. jurisdiction.

(f) If requested by any Holder, (i) promptly incorporate in a prospectus supplement, post-effective amendment to a Registration Statement or Free Writing Prospectus such information as such Holders reasonably request to be included therein and (ii) make all required filings of such prospectus supplement, post-effective amendment or Free Writing Prospectus as soon as practicable after the Company has received notification of the matters to be incorporated in such prospectus supplement, post-effective amendment or Free Writing Prospectus.

(g) Furnish to each Holder, without charge and upon request, at least one conformed copy of each Registration Statement and each amendment thereto, including financial statements and schedules, and, to the extent requested by such Person, all documents incorporated or deemed to be incorporated therein by reference, and all exhibits (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission, provided, that the Company shall have no obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system.

(h) Promptly deliver to each Holder, without charge, as many copies of any Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Holder may reasonably request; and the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto to the extent permitted by federal and state securities laws and regulations.

(i) Cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities of the Company to be sold pursuant to a Registration Statement.

(j) Upon the occurrence of any event contemplated by Section 4.1(d)(v), use reasonable best efforts to promptly prepare a supplement or amendment, including a post-effective amendment, to any Registration Statement or a supplement to the related Prospectus or any

document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither such Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (with respect to any Prospectus, in the light of the circumstances under which they were made) not misleading.

(k) Use reasonable best efforts to cause all Registrable Securities to be listed on the Nasdaq or any subsequent securities exchange, quotation system or market, if any, on which similar securities issued by the Company are then listed or traded.

(l) The Company shall be entitled to delay the filing or effectiveness of, or suspend the use of, a Registration Statement if the Board reasonably determines in good faith that (i) in order for such Registration Statement not to contain a material misstatement or omission, an amendment thereto would be needed to include information that would at that time not otherwise be required in a current, quarterly, or annual report under the Exchange Act, or (ii) the negotiation or consummation of a transaction by the Company or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event would require additional disclosure by the Company in such Registration Statement of material information that the Company has a bona fide business purpose for keeping confidential and the non-disclosure of which in such Registration Statement would be expected, in the reasonable determination of the Board, to cause a Registration Statement to fail to comply with applicable disclosure requirements; provided, however, that the Company may not delay or suspend a Registration Statement on more than two occasions or for more than sixty (60) consecutive days, or more than ninety (90) total days, in each case during any twelve-month period; provided, further, that no such postponement or suspension by the Company shall be permitted for more than one period, arising out of the same set of facts, circumstances or transactions. Any period during which the Company has delayed a filing, an effective date or an offering pursuant to this Section 4.1(l) is herein called a "**Suspension Period**." The Company shall provide prompt written notice to Holders of the commencement and termination of any Suspension Period (and any withdrawal of a Registration Statement pursuant to this Section 4.1(l) but shall not be obligated under this Agreement to disclose the reasons therefor. Holders shall keep the existence of each Suspension Period confidential and refrain from making offers and sales of Registrable Securities (and direct any other Persons making such offers and sales to refrain from doing so) during each Suspension Period under the applicable Registration Statement. The Company shall use commercially reasonable efforts to terminate any Suspension Period as promptly as practicable.

(m) The Company shall use reasonable best efforts to register or qualify, or cooperate with the Holders in connection with the registration or qualification of, the resale of the Registrable Securities under applicable securities or "blue sky" laws of such states of the United States as any such Holder requests in writing and to do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Registrable Securities; provided, however, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or (ii) take any action that would subject it to general service of process or to taxation in any jurisdiction to which it is not then so subject.

(n) The Company will comply with all rules and regulations of the Commission to the extent and so long as they are applicable to the registration of Registrable Securities and will make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earnings statement (which need not be audited) satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder, no later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the Company's first fiscal quarter commencing after the effective date of a Registration Statement.

(o) In the case of an underwritten offering including any Registrable Securities, the Company will enter into an underwriting agreement, containing customary provisions (including provisions for indemnification, lockups, opinions of counsel and comfort letters), and take all such other customary and reasonable actions as the managing underwriters of such offering may request in order to facilitate the disposition of such Registrable Securities (including, making appropriate personnel of the Company available at reasonable times and places to assist in customary road-shows that the managing underwriters determine are necessary or advisable to effect the offering).

(p) In the case of an underwritten offering including any Registrable Securities, and to the extent not prohibited by applicable law, the Company will (i) make reasonably available, for inspection by the managing underwriters of such offering and attorneys and accountants acting for such managing underwriters, pertinent corporate documents and financial and other records of the Company and its subsidiaries and controlled Affiliates (but excluding any documents incorporated by reference in such Registration Statement, amendments or supplements that are available on the Commission's Electronic Data Gathering, Analysis, and Retrieval system (or any successor system)), (ii) cause the Company's officers and employees to supply information reasonably requested by such managing underwriters or attorneys in connection with such offering, (iii) make the Company's independent accountants available for any such underwriters' due diligence and have them provide customary comfort letters to such underwriters in connection therewith; and (iv) cause the Company's counsel to furnish customary legal opinions to such underwriters in connection therewith; provided, however, that such records and other information shall be subject to such confidential treatment as is customary for underwriters' due diligence reviews.

4.2 Holder Obligations.

(a) At least five (5) Business Days prior to the first anticipated filing date of a Registration Statement, the Company shall notify each Holder in writing of the information the Company requires from each such Holder if such Holder elects to have any of such Holder's Registrable Securities included in such Registration Statement. It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registrable Securities of a particular Holder that such Holder furnish to the Company (i) a completed Selling Stockholder Questionnaire and (ii) such further information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect the effectiveness of the registration of such Registrable Securities.

(b) Each Holder covenants and agrees by its acquisition of Registrable Securities that (i) it will not sell any Registrable Securities under a Registration Statement until it has received copies of the Prospectus with respect to such Registration Statement as then amended

or supplemented as contemplated in Section 4.1(h) and notice that such Registration Statement and any post-effective amendments thereto have become effective as contemplated by Section 4.1(d) and (ii) it and its officers, directors or Affiliates, if any, will comply with the prospectus delivery requirements of the Securities Act as applicable to them in connection with sales of Registrable Securities pursuant to a Registration Statement.

(c) Upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 4.1(d)(ii), 4.1(d)(iii), 4.1(d)(iv), 4.1(d)(v) or 4.1(l), such Holder will forthwith discontinue disposition of Registrable Securities under the applicable Registration Statement until such Holder's receipt of the copies of the supplemented Prospectus and/or amended Registration Statement contemplated by Section 4.1(j), or until it is advised in writing by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement.

ARTICLE V
REGISTRATION EXPENSES

5.1 Registration Expenses. All reasonable fees and expenses incident to the performance of or compliance with this Agreement by the Company (excluding underwriters' discounts and commissions and all fees and expenses of legal counsel, accountants and other advisors for the Purchaser except as specifically provided below), except as and to the extent specified in this Section 5.1, shall be borne by the Company whether or not a Registration Statement is filed by the Company or becomes effective and whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with the Nasdaq and each other securities exchange or market on which Registrable Securities are required hereunder to be listed, (B) with respect to filings required to be made by the Company with the Financial Industry Regulatory Authority and (C) in compliance with state securities or "blue sky" laws by the Company or with respect to Registrable Securities, (ii) messenger, telephone and delivery expenses, (iii) fees and disbursements of counsel for the Company, (iv) Securities Act liability insurance, if the Company so desires such insurance, and (v) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement, including, without limitation, the Company's independent public accountants). In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any underwriting, broker or similar fees or commissions of the Purchaser or, except to the extent provided for above or in the Transaction Documents, any legal fees or other costs of the Purchaser.

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, its permitted assignees and its and their respective officers, directors, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call of Company Common Stock), underwriters, investment advisors and employees, each Person who controls any such Holder or permitted assignee (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, agents and employees of each such controlling Person, and the respective successors, assigns, estate and personal representatives of each of the foregoing, to the fullest extent permitted by applicable law, from and against any and all claims, losses, damages, liabilities, penalties, judgments, settlements, costs (including, without limitation, costs of investigation) and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "**Losses**"), arising out of or relating to any untrue or alleged untrue statement of a material fact contained in a Registration Statement or any Prospectus, as supplemented or amended, if applicable, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except (i) to the extent, but only to the extent, that such untrue statements or omissions or alleged untrue statements or omissions are based upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use in such Registration Statement, such Prospectus or in any amendment or supplement thereto or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was furnished in writing by such Holder expressly for use therein; or (ii) the use by the Holder of an outdated or defective Prospectus after the Company has notified the Holder that such Prospectus is outdated or defective pursuant to the terms of this Agreement; provided, however, that the indemnity agreement contained in this Section 6.1 shall not apply to amounts paid in settlement if such settlement is effected without the prior written consent of the Company. The Company shall notify such Holder promptly of the institution, threat or assertion of any Proceeding of which the Company is aware in connection with the transactions contemplated by this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 6.3(a) hereof) and shall survive the transfer of the Registrable Securities by the Holder.

6.2 Indemnification by Holders. Each Holder and its permitted assignees shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, and the respective successors, assigns, estate and personal representatives of each of the foregoing, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, as supplemented or amended, if applicable, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in the light of the circumstances under which they were

made) not misleading, to the extent, but only to the extent, that such untrue statement or omission or alleged untrue statement or omission is contained in or omitted from any information regarding such Holder furnished in writing to the Company by such Holder expressly for use in therein, and that such information was reasonably relied upon by the Company for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was furnished in writing by such Holder expressly for use therein; provided, however, that (i) the indemnity agreement contained in this Section 6.2 shall not apply to amounts paid in settlement if such settlement is effected without the prior written consent of the Holders and (ii) in no event shall a Holder's liability pursuant to this Section 6.2, exceed the proceeds from the offering received by such Holder.

6.3 Conduct of Indemnification Proceedings.

(a) If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "**Indemnified Party**"), such Indemnified Party promptly shall notify the Person from whom indemnity is sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have proximately and materially adversely prejudiced the Indemnifying Party.

(b) An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (i) the Indemnifying Party has agreed in writing to pay such fees and expenses; (ii) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (iii) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel (which shall be reasonably acceptable to the Indemnifying Party) that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, the Indemnifying Party shall be responsible for reasonable fees and expenses of no more than one counsel (together with appropriate local counsel) for the Indemnified Parties). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is or could have been a party, unless such settlement (A) includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding and (B) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

(c) All reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the

Indemnified Party, as incurred, within twenty (20) Business Days of written notice thereof to the Indemnifying Party (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnifying Party may require such Indemnified Party to undertake to reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

6.4 Contribution.

(a) If a claim for indemnification under Section 6.1 or 6.2 is unavailable to an Indemnified Party because of a failure or refusal of a governmental authority to enforce such indemnification in accordance with its terms (by reason of public policy or otherwise), then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 6.3, any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

(b) The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 6.4 were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(c) The indemnity and contribution agreements contained in this Article VI are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

ARTICLE VII
RULE 144

7.1 Rule 144. As long as any Holder owns any Registrable Securities, the Company covenants to use its commercially reasonable efforts to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Section 13(a) or 15(d) of the Exchange Act. The Company further covenants that it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell the Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144

promulgated under the Securities Act, including providing any legal opinions relating to such sale pursuant to Rule 144. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE VIII
MISCELLANEOUS

8.1 Effectiveness. The Company's obligations hereunder shall be conditioned upon the occurrence of the Closing under the Purchase Agreement, and this Agreement shall not be effective until such Closing. If the Purchase Agreement shall be terminated prior to the Closing, then this Agreement shall be void and of no further force or effect (and no party hereto shall have any rights or obligations with respect to this Agreement).

8.2 Remedies. In the event of a breach or threatened breach by the Company or by a Holder, of any of their obligations under this Agreement, each non-breaching Holder and Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of actual damages and Liquidated Damages, will be entitled to equitable relief, including an injunction or injunctions and specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach or threatened breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for equitable relief in respect of such breach or threatened breach, it shall waive the defense that a remedy at law would be adequate.

8.3 Entire Agreement. The Transaction Documents, together with the Exhibits and Schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules; provided, however, that any confidentiality agreements previously entered into between the Company and the Purchaser shall remain in full force and effect.

8.4 Amendments. This Agreement and any term hereof may be amended, terminated or waived only with the written consent of the Company and the Holders of at least a majority of all outstanding Registrable Securities then held by all Holders. Any amendment or waiver effected in accordance with this Section 8.4 shall be binding upon each Holder (and their permitted assigns).

8.5 No Inconsistent Agreements. The Company will not on or after the date of this Agreement enter into any agreement that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's securities under any agreement in effect on the date hereof.

8.6 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via email

at email address specified in this Section (if any) prior to 4:00 p.m. (California time) on a Business Day, (ii) the next Business Day after the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section (if any) on a day that is not a Business Day or later than 4:00 p.m. (California time) on any Business Day, (iii) the Business Day following the date of deposit with a nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. The addresses and email addresses for such notices and communications are those set forth below, or such other address or email address as may be designated in writing hereafter, in the same manner, by any such Person:

If to the Company:

Poseida Therapeutics, Inc.
9390 Towne Centre Drive, Suite 200
San Diego, California 92121
Attention: Chief Executive Officer
Email:

with a copy to (which copy shall not constitute notice):

Cooley LLP
10265 Science Center Drive
San Diego, California 92121
Attention: Thomas A. Coll
Email: collta@cooley.com

If to the Purchaser: To their address as set forth on Schedule 1 hereto.

If to another Holder: To the Purchaser and to such Holder's address as set forth in their Selling Stockholder Questionnaire

8.7 Waivers. No waiver by either party of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

8.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns and shall inure to the benefit of each Holder and its successors and assigns. The Company may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Holders of at least a majority of all Registrable Securities then outstanding.

8.9 Assignment of Registration Rights. The rights of each Holder hereunder, including the right to have the Company register for resale Registrable Securities in accordance with the terms of this Agreement, shall be assignable by each Holder of all or a portion of the Registrable Securities if: (i) the Holder agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment, (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, and (b)

the Registrable Securities with respect to which such registration rights are being transferred or assigned to such transferee or assignee, (iii) at or before the time the Company receives the written notice contemplated by clause (ii) of this Section, the transferee or assignee agrees in writing with the Company to be bound by all of the provisions of this Agreement as if it were the Purchaser hereunder, and (iv) such transfer shall have been made in accordance with the applicable requirements of the Purchase Agreement. The rights to assignment shall apply to the Holders' (and to subsequent) successors and assigns.

8.10 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.11 Termination. This Agreement shall terminate at the end of the Effectiveness Period, except that Articles IV, V, VI and this Article VII shall remain in effect in accordance with their terms.

8.12 Persons Entitled to Benefit of Agreement. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns and is not for the benefit of, nor may any provision be enforced by, any other Person, except that Article VI hereof shall be for the express benefit of the indemnified persons identified therein.

8.13 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, then any federal court of the United States of America sitting in the State of Delaware) for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

8.14 Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

8.15 Severability. If any provision hereof should be held invalid, illegal or unenforceable in any respect, then, to the fullest extent permitted by law, (a) all other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the parties as nearly as may be possible and (b) the parties shall use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of such provision(s) in this Agreement.

8.16 Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

[*SIGNATURE PAGES TO FOLLOW*]

IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed by their respective authorized officers as of the date first above written.

COMPANY:

POSEIDA THERAPEUTICS, INC.

By: /s/ Mark J. Gergen
Name: Mark J. Gergen
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed by their respective authorized officers as of the date first above written.

PURCHASER:

ASTELLAS US, LLC

By: /s/ Mark Reisenauer
Name: Mark Reisenauer
Title: President

SCHEDULE 1

SCHEDULE OF PURCHASERS

Name of Purchaser and Address/Contact Information	Number of Shares Purchased	Aggregate Purchase Price
Astellas US LLC	8,333,333	$ 24,999,999.00

With copies to:

Astellas Pharma Inc.

Astellas US LLC

ANNEX A

PLAN OF DISTRIBUTION

ANNEX B

SELLING STOCKHOLDER NOTICE AND QUESTIONNAIRE

EXECUTION VERSION

CERTAIN INFORMATION CONTAINED IN THIS EXHIBIT, MARKED BY [***], HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE THE REGISTRANT HAS DETERMINED THAT IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

August 4, 2023

Astellas US LLC

2375 Waterview Drive

Northbrook Illinois, 60062

Attention: President

Re: Strategic Rights

Ladies and Gentlemen:

This strategic rights letter agreement (this "**Letter Agreement**") will confirm our agreement that as partial inducement for Astellas US LLC ("**Astellas**") to enter into that certain Securities Purchase Agreement, dated as of the date hereof, by and between Poseida Therapeutics, Inc., a Delaware corporation (the "**Company**"), and Astellas (the "**Purchase Agreement**"), the Company shall grant Astellas certain rights pursuant to the terms and conditions set forth in this Letter Agreement. Each of Astellas and the Company are also referred to herein individually as a "**Party**" and together as the "**Parties**."

1. Consideration. As partial consideration for the rights granted to Astellas hereunder, Astellas shall pay the Company a one-time payment in the amount of Twenty-five Million Dollars ($25,000,000) on the Closing Date (as defined in the Purchase Agreement) (the "**Upfront Payment**").

2. Board Observer Rights.

2.1. Following the Closing Date, Astellas shall have the right, but not the obligation, to designate a representative reasonably acceptable to the Company to attend all meetings of (i) the Company's Board of Directors (the "**Board of Directors**"), (ii) any committees of the Board of Directors, and (iii) the Company's Scientific Advisory Board, in each case, in a non-voting observer capacity (the "**Board Observer**") and, in this respect, the Board Observer shall be entitled to receive copies of all notices, minutes, consents, and other materials that the Company provides to its directors in connection with such meetings at the same time and in the same manner such notices, minutes, consents and other materials are provided to the Board of Directors; provided that the Board Observer shall agree to hold in confidence and not use all information so provided pursuant to the terms of a customary confidentiality agreement in a form reasonably acceptable to the Company executed by such Board Observer, and provided further that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if [...***...]. Astellas acknowledges and agrees that all minutes and Board materials relating to any Change in Control transaction relating to Astellas or other potential Change in Control transaction of the Company may be withheld from such Board Observer. Astellas may remove or replace the Board Observer at any time upon advance written notice to the Company; provided, that such Board Observer is reasonably acceptable to

the Company and such replacement Board Observer agrees to hold in confidence and not use all information so provided pursuant to the terms of a confidentiality agreement in the same form or substantially similar form entered into by the prior Board Observer to be executed by such replacement Board Observer.

3. Change in Control Notice.

3.1. During the period beginning on the Closing Date and ending on the 18-month anniversary of the Closing Date (or, if there is no corresponding date in such calendar month, then the last day of such calendar month) (the "**CIC Notification Period**"), the Company grants Astellas a right of notification with respect to a Change in Control, as set forth in Section 3.2 and subject to the terms and conditions set forth in this Letter Agreement. For purposes of this Letter Agreement, the term "**Change in Control**" means (i) a consolidation, merger or similar transaction of the Company with or into any other corporation or other entity or Person (as defined in the Purchase Agreement), except for any such consolidation, merger or similar transaction involving the Company in which the shares of capital stock of the Company outstanding immediately prior to such consolidation, merger or similar transaction continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such consolidation, merger or similar transaction, a majority, by voting power, of the capital stock of (a) the surviving or resulting corporation, or (b) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such consolidation, merger or similar transaction, the parent corporation of such surviving or resulting corporation; (ii) any transaction or series of related transactions in which fifty percent (50%) or more of the Company's voting power is transferred or becomes beneficially owned by any Person or group; or (iii) the sale or transfer of all or substantially all of the Company's assets or the exclusive, worldwide license of all or substantially all of the Company intellectual property related to the Company's cell therapy programs that is material to the Company and its subsidiaries, taken as a whole.

3.2. Subject to Section 7, during the CIC Notification Period, the Company agrees to promptly provide written notice (a "**Potential CIC Notice**") to Astellas (i) each time the Company receives a bona fide written offer for a Change in Control from any third party (a "**Third Party**"), unless such bona fide written offer is rejected by the Board of Directors; or (ii) of the commencement of a sales process for a Change in Control approved by the Board of Directors. If the Company gives to Astellas a Potential CIC Notice of the commencement of a sales process for a Change in Control, [...***...]. Each Potential CIC Notice shall also indicate whether the Company intends to enter into discussions with such Third Party to consummate a Change in Control. To the extent the Company provides access to a virtual data room or otherwise provides the Company's confidential information to a Third Party in connection with Change in Control, the Company shall provide prompt written notice to Astellas that it intends to provide such information, and thereafter, shall provide virtual data room access to Astellas to the same confidential information provided to such Third Party (subject to any limitations for competitively sensitive information in order to comply with antitrust laws) concurrently when such access is being provided to the Third Party. The Company will not be obligated to disclose the terms of any bona fide offer received from a Third Party or the identity of the Third Party, if any, in any Potential CIC Notice.

4. Program Notice; Exclusivity.

4.1. During the period beginning on the Closing Date and ending on the earlier of (i) a Change in Control and (ii) the twelve (12) month anniversary of the Closing Date (or, if there is no corresponding date in such calendar month, then the last day of such calendar month) (the "**Exclusivity Period**"), the Company hereby agrees that it shall not (a) solicit, knowingly encourage, negotiate or otherwise enter into bona fide discussions about a Program Transaction with any Third Party, (b) provide access to any Company confidential information relating to the Program for purposes of knowingly facilitating a Program Transaction, or (c) enter into any letter of intent, contract

or other commitment for a Program Transaction. For purposes of this Letter Agreement, the term "**Program Transaction**" means (i) the Company granting to a Third Party an exclusive or co-exclusive license or the entry of a co-promotion or co-marketing arrangement or otherwise granting commercial rights to a Third Party to sell, promote or market one or more products of the Company's P-MUC1C-ALLO1 development program (the "**Program**") for any indication anywhere in the world; (ii) the Company's sale, assignment or transfer (or grant of an option exercisable by a Third Party to acquire any material portion of the assets of the Program) to a Third Party; or (iii) the Company entering into any exclusive master distribution agreement or other similar exclusive commercial partnership for the Program for any indication anywhere in the world.

4.2. During the period beginning on the Closing Date and ending on the earlier of (i) a Change in Control and (ii) the eighteen (18) month anniversary of the Closing Date (or, if there is no corresponding date in such calendar month, then the last day of such calendar month) (the "**Program Notification Period**"), the Company agrees to promptly provide written notice to Astellas of (i) any bona fide proposal for a Program Transaction received from a Third Party unless such proposal is rejected by the Board of Directors (the "**Program Transaction Proposal**"); or (ii) following the Exclusivity Period, the commencement of substantive discussions for a Program Transaction with a Third Party by members of the Company's executive management team in connection with the commencement of a process to pursue a Program Transaction approved by the Board of Directors (the "**Program Process**"). [...***...].

5. Program Right of First Offer.

5.1. During the Program Notification Period and following receipt pursuant to Section 4.2 of written notice from the Company of the Program Process (the "**ROFO Notice**"), the Company shall provide Astellas a right of first offer to negotiate a Program Transaction before the Company engages with any Third Party in meaningful substantive discussions (including potential economics) regarding a potential Program Transaction. From receipt of the ROFO Notice to [...***...] thereafter (the "**ROFO Interest Exercise Period**"), Astellas shall have the option to notify the Company in writing of its interest in negotiating a Program Transaction (the "**ROFO Interest Notice**").

5.2. If Astellas provides a ROFO Interest Notice within the ROFO Interest Exercise Period, the Company shall within [...***...] thereafter provide Astellas with access to a virtual data room for the Program containing due diligence information typically provided for transactions of such nature, subject to implementing processes (such as execution by Astellas of a standard non-disclosure and non-use agreement, the use of a clean team, aggregating information and redactions), and make relevant personnel of the Company reasonably available to Astellas or its representatives to answer Astellas' questions relating to the contents of the virtual data room and the Program. From initial receipt of access to the virtual data room to [...***...] thereafter (the "**ROFO Election Exercise Period**"), Astellas shall have the option to notify the Company of its election to proceed with the negotiation of a Program Transaction (the "**ROFO Election Notice**").

5.3. If Astellas provides a ROFO Election Notice within the ROFO Election Exercise Period, the Company shall grant Astellas exclusive negotiation rights and negotiate exclusively with Astellas in good faith concerning the terms of such Program Transaction for a period of [...***...] (the "**ROFO Negotiation Period**"). During the ROFO Negotiation Period, the Company shall continue to make available to Astellas or its representatives relevant personnel of the Company during reasonable times and with reasonable advance notice, to answer Astellas' questions relating to the contents of the virtual data room and the Program.

5.4. If Astellas (i) at any point during the process outlined in this Section 5, notifies the Company that it does not desire to negotiate a Program Transaction, (ii) fails to timely deliver the ROFO Interest

Notice to the Company during the ROFO Interest Exercise Period, (iii) fails to timely deliver the ROFO Election Notice to the Company during the ROFO Election Exercise Period, or (iv) timely delivers a ROFO Interest Notice and a ROFO Election Notice to the Company, but the Parties are unable to reach agreement on the terms of such Program Transaction prior to the expiration of the ROFO Negotiation Period, then the Company shall be free to enter into a Program Transaction with another Third Party; *provided* that if the discussions terminate pursuant to (iv) only, the terms of such Program Transaction with such Third Party entered into within [...***...] after such termination shall contain terms and conditions (including financial) that are, in the aggregate, more favorable to the Company than those last offered by Astellas during the ROFO Negotiation Period.

6. Program Right of First Refusal.

6.1. During the Program Notification Period and following receipt pursuant to Section 4.2 of a written notice from the Company of a Program Transaction Proposal (the "**ROFR Notice**"), the Company shall provide Astellas a right of first refusal (the "**Right of First Refusal**") to negotiate a Program Transaction before the Company, following the end of the Exclusivity Period, enters into a term sheet, letter of intent or similar written arrangement with the Third Party that submitted the Program Transaction Proposal that was the subject of the ROFR Notice. For Clarity, nothing contained in this paragraph shall limit or modify the restrictions of the Company during the Exclusivity Period contained in Section 4.1. From initial receipt of the ROFR Notice to [...***...] thereafter (the "**ROFR Interest Exercise Period**"), Astellas shall have the option to notify the Company in writing of its interest in negotiating a Program Transaction (the "**ROFR Interest Notice**").

6.2. If Astellas provides a ROFR Interest Notice within the ROFR Interest Exercise Period, the Company shall within [...***...] thereafter provide Astellas with access to a virtual data room for the Program containing due diligence information typically provided for transactions of such nature, subject to implementing processes (such as execution by Astellas of a standard non-disclosure and non-use agreement, the use of a clean team, aggregating information and redactions), and make relevant personnel of the Company reasonably available to Astellas or its representatives to answer Astellas' questions relating to the contents of the virtual data room and the Program. From receipt of access to the virtual data room to [...***...] thereafter (the "**ROFR Election Exercise Period**"), Astellas shall have the option to notify the Company of its desire to exercise its Right of First Refusal (the "**ROFR Election Notice**").

6.3. Following delivery of the ROFR Election Notice within the ROFR Election Exercise Period, Astellas may, in its sole discretion but not later than the [...***...] following delivery of the ROFR Election Notice, deliver to the Company an offer in writing (the "**Astellas Offer**") for a competing Program Transaction. If the Astellas Offer contains terms and conditions (including financial) that are, in the aggregate, more favorable to the Company than the Program Transaction Proposal, then the Company shall grant Astellas exclusive negotiation rights for [...***...] (the "**ROFR Negotiation Period**"). During the ROFR Negotiation Period, the Company shall negotiate exclusively and in good faith with Astellas with respect to entering into a mutually acceptable definitive, written agreement with respect to a Program Transaction, and the Company shall not (i) solicit, knowingly encourage, negotiate or enter into bona fide discussions about a Program Transaction with any Third Party, (ii) enter into any letter of intent, contract or other commitment for a Program Transaction with any Third Party or grant any rights of exclusive dealing to any Third Party regarding the Program Transaction Proposal, or (ii) take any action that would reasonably be anticipated to frustrate or materially impede Astellas' exercise of its Right of First Refusal until after expiration of the ROFR Interest Exercise Period or, in the event Astellas timely provides the ROFR Interest Notice, the ROFR Election Exercise Period, or in the event Astellas timely provides its ROFR Election Notice, expiration of the ROFR Negotiation Period (*provided* that entering into a definitive agreement for a Change in Control shall not be deemed to frustrate or materially impede Astellas' exercise of its Right of First Refusal).

6.4. If at any point during the process outlined in this Section 6, Astellas (i) notifies the Company that it does not wish to negotiate a Program Transaction, (ii) fails to timely deliver the ROFR Interest Notice to the Company during the ROFR Interest Exercise Period, (iii) fails to timely deliver a ROFR Election Notice to the Company during the ROFR Election Exercise Period, or (iv) timely delivers a ROFR Interest Notice and a ROFR Election Notice to the Company, but the Parties are unable to reach agreement on the terms of such Program Transaction prior to the expiration of the ROFR Negotiation Period, then the Right of First Refusal shall automatically terminate and the Company shall be free to enter into a Program Transaction with another Third Party; *provided* that if the Right of First Refusal terminates in accordance with (iv) the terms of such Program Transaction with such Third Party entered into with [...***...] after such termination shall contain terms and conditions (including financial) that are, in the aggregate, more favorable to the Company than those last offered by Astellas during the ROFR Negotiation Period.

7. Conduct of Phase 1 Clinical Trial and Access to Data. The Company hereby covenants and agrees to use commercially reasonable efforts to conduct its ongoing P-MUCIC-ALLO1 Phase 1 dose escalating study (the "**Program Trial**") in accordance with the study protocol as it may be modified from time to time and the summary development plan attached as Exhibit B, and in accordance with the timelines set forth therein. The Company shall provide written copies to Astellas of any proposed changes to the study protocol prior to submission to any regulatory authority, and a reasonable opportunity for Astellas to discuss with the Company the proposed changes and the rationale for the proposed changes prior to submission to any relevant regulatory authority. The Company shall make available Kristin Yarema, President of Cell Therapy, or another knowledgeable executive to provide monthly updates to Astellas on the conduct of the Program Trial and the data generated in connection therewith. At the request of Astellas, the Company shall provide to Astellas true, correct and complete copies of the patient data generated by the Company as such data becomes available to the Company; [...***...].

8. Off-Set. Astellas or any of its Affiliates (as defined in the Purchase Agreement) shall have the right, in its or their discretion and upon written notice to the Company, to offset the Payment Amount (in whole or in part, until the full amount of the Payment Amount has been offset) against (a) any payment(s) owed by Astellas to the Company or any of its controlled affiliates under or in connection with any Program Transaction, including, any upfront payment, milestone payment or royalties owed to the Company or any of its controlled affiliates or (b) any amount owed by Astellas to the Company or any of its controlled affiliates in connection with a Change in Control transaction with Astellas or any of its Affiliates. For purposes of this Section 8, the Payment Amount equals [...***...].

9. Termination. This Letter Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (i) the 18-month anniversary of the Closing Date (or, if there is no corresponding date in such calendar month, then the last day of such calendar month), (ii) such time that Astellas and its Affiliates own fewer than 8,000,000 shares of the Company's common stock (subject to adjustment for any stock splits, stock dividends or recapitalizations) and (iii) the consummation of a Change in Control. Termination of this Letter Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of a Party prior to such termination. Without limiting the foregoing, Sections 5.4, 6.4 (in each case, in accordance with the time periods set forth therein) and 8 shall survive the termination of this Letter Agreement.

10. Research Collaboration. [...***...].

11. Miscellaneous.

11.1. Assignment. This Letter Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party; provided, that Astellas may assign this Letter Agreement in whole or in part to any of its Affiliates without the prior consent of the Company; thereafter it shall be binding upon the Parties, and the successors and assigns of both Parties.

11.2. Governing Law; Jurisdiction. This Letter Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, then any federal court of the United States of America sitting in the State of Delaware) for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Letter Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each Party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Letter Agreement. Each of the Parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each Party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

11.3. Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section prior to 4:00 p.m. (California time) on a Business Day (as defined in the Purchase Agreement), (ii) the next Business Day after the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section on a day that is not a Business Day or later than 4:00 p.m. (California time) on any Business Day, (iii) the Business Day following the date of deposit with a nationally recognized overnight courier service, or (iv) upon actual receipt by the Party to whom such notice is required to be given. The addresses and email addresses for such notices and communications are those set forth below, or such other address or email address as may be designated in writing hereafter, in the same manner, by any such Person:

If to the Company:

Poseida Therapeutics, Inc.

9390 Towne Centre Drive, Suite 200

San Diego, California 92121

Attention: Chief Executive Officer

Email:

with a copy to (which copy shall not constitute notice):

Cooley LLP

10265 Science Center Drive

San Diego, California 92121

Attention: Thomas A. Coll

Email: collta@cooley.com

If to Astellas:

Astellas US LLC

2375 Waterview Drive

Northbrook, IL 60062

Attention: President

Email:

with a copy to (which copy shall not constitute notice):

Astellas US LLC

2375 Waterview Drive

Northbrook, IL 60062

Attention: General Counsel

Email:

11.4. Amendments; Waivers. This Letter Agreement and any term hereof may be amended, terminated, or waived only with the written consent of the Company and Astellas. No waiver of any default with respect to any provision, condition or requirement of this Letter Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either Party to exercise any right hereunder in any manner impair the exercise of any such right.

11.5. Counterparts; Execution. This Letter Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

11.6. Severability. If any provision hereof should be held invalid, illegal or unenforceable in any respect, then, to the fullest extent permitted by law, (a) all other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties as nearly as may be possible and (b) the Parties shall use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of such provision(s) in this Letter Agreement.

[*SIGNATURE PAGE TO FOLLOW*]

Yours truly,

POSEIDA THERAPEUTICS, INC.

By: /s/ Mark J. Gergen

Name: Mark J. Gergen

Title: Chief Executive Officer

Accepted and agreed this 4th day of August, 2023:

ASTELLAS US LLC

By: /s/ Mark Reisenauer

Name: Mark Reisenauer

Title: President

Exhibit A

Development Plan

[...***...]

Exhibit 99.1

Astellas and Poseida Therapeutics Announce Strategic Investment to Support Poseida's Commitment to Redefining Cancer Cell Therapy

Poseida is a clinical-stage biotechnology company dedicated to advancing a new class of cancer cell therapy and gene therapy products using genetic engineering technologies

Astellas to invest a total of $50 million to acquire approximately 8.8% of Poseida and to receive a right of exclusive negotiation and first refusal for any potential partnering of P-MUC1C-ALLO1, an allogeneic CAR-T cell therapy product candidate for solid tumors

Astellas will have the right to designate an observer on the Poseida Board of Directors and Poseida's scientific advisory board

TOKYO and SAN DIEGO, August 7, 2023 — Astellas Pharma Inc. (TSE: 4503, President and CEO: Naoki Okamura, "Astellas") and Poseida Therapeutics, Inc. (NASDAQ: PSTX, CEO: Mark Gergen, "Poseida") today announced a strategic investment to support the advancement of Poseida's commitment to redefining cancer cell therapy.

Under the terms of the transaction agreements, Astellas will invest a total of $50 million, including $25 million to acquire 8,333,333 shares of common stock of Poseida (approximately 8.8% of the outstanding common stock of Poseida) at $3.00 per share in a private placement and a one-time $25 million payment for a right of exclusive negotiation and first refusal to license one of Poseida's clinical stage programs: P-MUC1C-ALLO1, an allogeneic CAR-T cell therapy in development for multiple solid tumor indications. In addition, Poseida has granted Astellas a board observer seat, which includes the ability to attend Poseida's scientific advisory board meetings, and certain notice rights related to any potential change of control of Poseida.

Astellas has established the Focus Area Approach for its research and development strategy. One of Astellas' Primary Focuses within the strategy is immuno-oncology. Astellas is committed to developing next-generation immuno-oncology drugs using multi-functional platforms. Its portfolio includes oncolytic viruses, bispecific immune cell engagers, small molecules, and cell therapy platforms.

Poseida is engaged in the research and development of cell and gene therapies for cancer and rare genetic diseases by leveraging its proprietary genetic editing platforms. In oncology, Poseida has a broad pipeline of allogeneic CAR-T cell therapy product candidates for both solid and liquid tumors, including P-MUC1C-ALLO1, which is in Phase 1 development for the treatment of multiple solid tumor indications.

"By leveraging our extensive expertise, experience in cancer biology and unique technologies, we are focused on reinvigorating the immune system's ability to discover, disarm and destroy cancers

in more patients. We are pursuing this ambitious goal through innovative and multifunctional modality platforms, using the capabilities at our global R&D sites as well as through partnership with external expert partners," said Adam Pearson, Chief Strategy Officer, Astellas. "We believe that this investment fits strategically with our long-term vision of expanding our capability in immuno-oncology and will ultimately lead to the development of new therapeutics for patients in need of cancer immunotherapy."

"We are excited to enter this strategic relationship with Astellas, a premier biopharmaceutical company that shares our long-term vision that cell and gene therapies represent an exciting growth area for the development of innovative medicines for improving patient care," said Mark Gergen, Poseida's Chief Executive Officer. "This investment further validates the potential of our proprietary genetic engineering technology platform and cell therapy approach, and we look forward to working with Astellas to advance our shared vision and explore future opportunities for collaboration to further unlock that potential."

About P-MUC1C-ALLO1

P-MUC1C-ALLO1 is an allogeneic CAR-T product candidate in Phase 1 development for multiple solid tumor indications. Poseida believes P-MUC1C-ALLO1 has the potential to treat a wide range of solid tumors derived from epithelial cells, such as breast, ovarian, colorectal, lung, pancreatic and renal carcinomas, as well as other cancers expressing a cancer-specific form of the Mucin 1 protein, or MUC1-C. P-MUC1C-ALLO1 is designed to be fully allogeneic, with genetic edits to eliminate or reduce both host-vs-graft and graft-vs-host alloreactivity. Poseida has demonstrated the elimination of tumor cells to undetectable levels in preclinical models of both breast and ovarian cancer. Additional information about the Phase 1 study is available at www.clinicaltrials.gov using identifier: NCT05239143.

About Astellas

Astellas Pharma Inc. is a pharmaceutical company conducting business in more than 70 countries around the world. Astellas is promoting the Focus Area Approach that is designed to identify opportunities for the continuous creation of new drugs to address diseases with high unmet medical needs by focusing on Biology and Modality. Furthermore, Astellas is also looking beyond its foundational Rx focus to create Rx+® healthcare solutions that combine its expertise and knowledge with cutting-edge technology in different fields of external partners. Through these efforts, Astellas stands on the forefront of healthcare change to turn innovative science into VALUE for patients. For more information, please visit the Astellas website at https://www.astellas.com/en.

About Poseida Therapeutics, Inc.

Poseida Therapeutics is a clinical-stage biopharmaceutical company advancing differentiated cell and gene therapies with the capacity to cure certain cancers and rare diseases. Poseida's pipeline includes allogeneic CAR-T cell therapy product candidates for both solid and liquid tumors as well as in vivo gene therapy product candidates that address patient populations with high unmet medical need. Poseida's approach to cell and gene therapies is based on its proprietary genetic editing platforms, including its non-viral piggyBac® DNA Delivery System, Cas-CLOVER™ Site-Specific Gene Editing

System and nanoparticle and hybrid gene delivery technologies. Poseida has formed a global strategic collaboration with Roche to unlock the promise of cell therapies for patients. Learn more at www.poseida.com and connect with Poseida on Twitter and LinkedIn.

Cautionary Notes (Astellas)

In this press release, statements made with respect to current plans, estimates, strategies and beliefs and other statements that are not historical facts are forward-looking statements about the future performance of Astellas. These statements are based on management's current assumptions and beliefs in light of the information currently available to it and involve known and unknown risks and uncertainties. A number of factors could cause actual results to differ materially from those discussed in the forward-looking statements. Such factors include, but are not limited to: (i) changes in general economic conditions and in laws and regulations, relating to pharmaceutical markets, (ii) currency exchange rate fluctuations, (iii) delays in new product launches, (iv) the inability of Astellas to market existing and new products effectively, (v) the inability of Astellas to continue to effectively research and develop products accepted by customers in highly competitive markets, and (vi) infringements of Astellas' intellectual property rights by third parties. Information about pharmaceutical products (including products currently in development) which is included in this press release is not intended to constitute an advertisement or medical advice.

Forward-Looking Statements (Poseida)

Statements contained in this press release regarding matters that are not historical facts are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements include statements regarding, among other things, the timing and completion of the private placement and receipt of the one-time payment; the potential benefits of Poseida's relationship with Astellas; the potential for Astellas to exercise any of its strategic rights; the potential for Poseida to consummate a change of control transaction or P-MUC1C-ALLO1 transaction, if any, with any third party, including Astellas; expected plans with respect to clinical trials; anticipated timelines and milestones with respect to Poseida's development programs; the potential capabilities and benefits of Poseida's technology platforms and product candidates; and Poseida's plans and strategy with respect to developing its technologies and product candidates. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. These forward-looking statements are based upon Poseida's current expectations and involve assumptions that may never materialize or may prove to be incorrect. Actual results could differ materially from those anticipated in such forward-looking statements as a result of various risks and uncertainties, which include, without limitation, customary closing conditions related to the private placement; Poseida's reliance on third parties for various aspects of its business; risks and uncertainties associated with development and regulatory approval of novel product candidates in the biopharmaceutical industry; and the other risks described in Poseida's filings with the Securities and Exchange Commission. All forward-looking statements contained in this press release speak only as of the date on which they were made. Poseida undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made, except as required by law.

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Contacts for inquiries or additional information:

Astellas Pharma Inc.
Corporate Communications
+81-3-3244-3201

Poseida Therapeutics, Inc.

Investor Contact:

Alex Lobo
Managing Director
Stern Investor Relations
IR@poseida.com

Media Contact:

Sarah Thailing
Senior Director, Corporate Communications and IR
Poseida Therapeutics, Inc.
PR@poseida.com

Exhibit 99.2

Poseida Therapeutics Announces Strategic Investment by Astellas and Provides Business Update

$50 million strategic investment validates Poseida's proprietary technology and cell therapy approach and supports strategic and operational plans

Implementing enhancements to ongoing allogeneic programs based upon significant learnings; adjusting guidance on clinical data updates

Extending cash runway guidance

SAN DIEGO, August 7, 2023 — Poseida Therapeutics, Inc. (Nasdaq: PSTX), a clinical-stage cell and gene therapy company advancing a new class of treatments for patients with cancer and rare diseases, today announced a $50 million strategic investment by Astellas, which is comprised of the purchase of 8,333,333 shares of common stock at $3.00 per share for an aggregate purchase price of $25 million and an additional $25 million one-time payment for certain strategic rights, and provided a business update.

"We are excited to announce a strategic investment by Astellas, a premier global pharmaceutical company that shares our strategic vision for the future of genetic engineering and cell and gene therapies. This investment further validates our technology and approach and also reflects our broad strategic options in progressing the business," said Mark Gergen, Poseida's Chief Executive Officer. "Based on this investment and cost control measures implemented in the business, we are extending our cash runway guidance as we remain focused on being good stewards of capital. As we look towards the future, we are taking recent learnings from our allogeneic programs and implementing improvements across our clinical trials. Based on these findings, we are adjusting guidance on data updates and look forward to sharing clinical data highlighting some of these enhancements at a medical meeting later this year, with plans for a more robust clinical update to follow in mid-2024."

Allogeneic CAR-T Program Updates & Clinical Trial Learnings

"We are continuing to advance the Phase 1 trials for both P-BCMA-ALLO1 and P-MUC1C-ALLO1 and the data we have generated has led us to find improvements that we believe have the potential to greatly benefit our allogeneic portfolio," added Kristin Yarema, Ph.D., President of Cell Therapy at Poseida. "We have implemented a number of these already in our clinical-stage programs, as we continue steady progress in dose-ranging and explore approaches such as raising conditioning lymphodepletion to emerging industry norms and exploring additional dosing and administration options. We are also improving our manufacturing process in ways that will further increase product yield, and are encouraged by the early signals we are seeing in this area also. Overall, we remain highly excited about the potential of our allogeneic platform and our ongoing opportunities for continuous improvement."

P-BCMA-ALLO1

P-BCMA-ALLO1 is an allogeneic CAR-T product candidate being developed to target relapsed/refractory multiple myeloma (R/R MM) in partnership with Roche. The Company is currently evaluating P-BCMA-ALLO1 in a Phase 1 clinical trial and expects to present a clinical update for the program at a medical meeting in 2023, subject to clearance with Roche. Given the implementation of new dosing regimens, the Company expects that there will be a limited number of patients available for evaluation in newer cohorts. Poseida plans to provide a further clinical update in mid-2024.

P-MUC1C-ALLO1

P-MUC1C-ALLO1 is an allogeneic CAR-T product candidate targeting solid tumors derived from epithelial cells, including breast and ovarian cancers. The Company is currently evaluating P-MUC1C-ALLO1 in a Phase 1 clinical trial. The Company expects to present clinical updates for the program at a medical meeting in 2023. Given the implementation of new dosing regimens, the Company expects that there will be a limited number of patients available for evaluation in newer cohorts. Poseida plans to provide a further clinical update in mid-2024.

P-CD19CD20-ALLO1

P-CD19CD20-ALLO1 is an allogeneic CAR-T product being developed to target B-cell malignancies in partnership with Roche. P-CD19CD20-ALLO1 is the Company's first dual CAR program and contains two fully functional CAR molecules to target cells that express either CD19 or CD20. The Company believes that by targeting both CD19 and CD20, there is potential to overcome antigen escape that has been observed by others. In June 2023 Poseida received IND clearance from the FDA for P-CD19CD20-ALLO1, which the Company believes is the first allogeneic dual CAR-T therapy targeting CD19 and CD20 antigens that has received such clearance, and has initiated site start-up for this program. Poseida expects to dose the first patient with P-CD19CD20-ALLO1 in early 2024.

Gene Therapy Programs

As previously announced, Poseida's gene therapy collaboration with Takeda was terminated in July 2023. The Company is in the process of evaluating both the returning Takeda programs and its internal gene therapy programs to determine which programs it will prioritize and progress internally. In addition, the Company is actively evaluating the potential to leverage these gene therapy programs through business development. The Company intends to provide an update on this evaluation when complete.

In July 2023 the FDA granted orphan drug designation to P-OTC-101, an in vivo program for the treatment of urea cycle disease caused by congenital mutations in the ornithine transcarbamylase (OTC) gene. The Company is developing the P-OTC-101 program utilizing a hybrid delivery system and working on an updated timeline for the program.

Financial Guidance Update

"The strategic investment by Astellas, together with our disciplined capital expenditure, cost control initiatives and expected payments and milestones from the Roche collaboration, put us on a firm financial foundation," said Johanna Mylet, Chief Financial Officer of Poseida. "With these updates we have extended our cash runway based upon current plans into early 2025. In addition, we believe that further upside from our Roche collaboration as well as potential business development opportunities provide additional confidence as we enter the second half of 2023."

About Poseida Therapeutics, Inc.

Poseida Therapeutics is a clinical-stage biopharmaceutical company advancing differentiated cell and gene therapies with the capacity to cure certain cancers and rare diseases. The Company's pipeline includes allogeneic CAR-T cell therapy product candidates for both solid and liquid tumors as well as in vivo gene therapy product candidates that address patient populations with high

unmet medical need. The Company's approach to cell and gene therapies is based on its proprietary genetic editing platforms, including its non-viral piggyBac® DNA Delivery System, Cas-CLOVER™ Site-Specific Gene Editing System and nanoparticle and hybrid gene delivery technologies. The Company has formed a global strategic collaboration with Roche to unlock the promise of cell therapies for patients. Learn more at www.poseida.com and connect with us on Twitter and LinkedIn.

Forward-Looking Statements

Statements contained in this press release regarding matters that are not historical facts are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements include statements regarding, among other things, the timing and completion of the transactions with Astellas and receipt of the one-time payment; expected plans with respect to clinical trials, including timing of regulatory submissions and approvals and clinical data updates; potential fees, milestones and other payments that the Company may receive pursuant to its collaboration agreement with Roche; anticipated timelines and milestones with respect to the Company's development programs and manufacturing activities and capabilities; the potential capabilities and benefits of the Company's technology platforms and product candidates; and the Company's plans and strategy with respect to developing its technologies and product candidates. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. These forward-looking statements are based upon the Company's current expectations and involve assumptions that may never materialize or may prove to be incorrect. Actual results could differ materially from those anticipated in such forward-looking statements as a result of various risks and uncertainties, which include, without limitation, the Company's inability, or the inability of Astellas, to satisfy the conditions to closing for transactions with Astellas; the Company's reliance on third parties for various aspects of its business; risks and uncertainties associated with development and regulatory approval of novel product candidates in the biopharmaceutical industry; the Company's ability to retain key scientific or management personnel; the fact that the Company will have limited control over the efforts and resources that Roche devotes to advancing development programs under its collaboration agreement and the Company may not receive the potential fees and payments under the collaboration agreement and the ability of Roche to early terminate the collaboration, such that the Company may not fully realize the benefits of such collaboration; and the other risks described in the Company's filings with the Securities and Exchange Commission. All forward-looking statements contained in this press release speak only as of the date on which they were made. The Company undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made, except as required by law.

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Investor Contact:

Alex Lobo
Stern Investor Relations
IR@poseida.com

Media Contact:

Sarah Thailing
Senior Director, Corporate Communications and IR
Poseida Therapeutics, Inc.
PR@poseida.com