

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark one)

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

For the quarterly period ended June 30, 2022

or

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

For the transition period from ___ to ___

Commission file number: 001-40674

MaxCyte, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

52-2210438
(I.R.S. Employer Identification No.)

**9713 Key West Avenue, Suite 400
Rockville, Maryland 20850**
(Address of principal executive offices)

Registrant's telephone number, including area code: (301) 944-1700

**22 Firstfield Road, Suite 110
Gaithersburg, Maryland 20878**
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	MXCT	The Nasdaq Stock Market LLC

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

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

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

Large accelerated filer Accelerated filer Non-accelerated filer
Smaller reporting company 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.

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

As of August 2, 2022, the registrant had 101,724,406 shares of common stock, \$0.01 par value per share, issued and outstanding.

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Risk Factors Summary

Our business is subject to numerous risks that you should carefully consider. These risks are more fully described in the section titled “Risk Factors” included in our Annual Report on Form 10-K for the year ended December 31, 2021 filed with the Securities and Exchange Commission, or SEC, on March 22, 2022. A summary of these risks that could materially and adversely affect our business, financial condition, operating results and prospects include the following:

- We are a cell engineering and life sciences company and have incurred significant losses since our inception, and we expect to incur losses for the foreseeable future. We have limited product offerings approved for commercial sale and may never achieve or maintain profitability.
- We are highly dependent on a limited number of product offerings. Our revenue has been primarily generated from the sale and licensing of our ATx, STx and GTx instruments, as well as sales of single-use disposable PAs, which require a substantial sales cycle and are prone to quarterly fluctuations in revenue.
- Our business is dependent on adoption of our products by biopharmaceutical companies and academic institutions for their research and development activities focused on cell-based therapeutics. If biopharmaceutical companies and academic institutions are unwilling to change current practices to adopt our products, it will negatively affect our business, financial condition, prospects and results of operations.
- We may be unable to compete successfully against our existing or future competitors.
- If we cannot maintain and expand current partnerships and enter into new partnerships, that generate marketed licensed products, our business could be adversely affected.
- The failure of our partners to meet their contractual obligations to us could adversely affect our business.
- Our partners may not achieve projected development and regulatory milestones and other anticipated key events in the expected timelines or at all, or may discontinue some or all of their programs, which could have an adverse impact on our business and could cause the price of our common stock to decline.
- In recent periods, we have depended on a limited number of partners for our revenue, the loss of any of which could have an adverse impact on our business.
- We may engage in future acquisitions that could disrupt our business, cause dilution to our stockholders and harm our financial condition and operating results.
- We depend on continued supply of components and raw materials for our ExPERT instruments and PAs from third-party suppliers, and if shortages of these components or raw materials arise, we may not be able to secure enough components to build new products to meet customer demand or we may be forced to pay higher prices for these components.
- We have limited experience manufacturing our PAs and if we move manufacturing of our PAs in-house in the future and are unable to manufacture our PAs in high-quality commercial quantities successfully and consistently to meet demand, our growth will be limited.
- Our results of operations will be harmed if we are unable to accurately forecast customer demand for our products and manage our inventory.
- If we are unable to successfully develop new products, adapt to rapid and significant technological change, respond to introductions of new products by competitors, make strategic and operational decisions to prioritize

certain markets, technology offerings or partnerships, and develop and capitalize on markets, technologies or partnerships, our business could suffer.

- New product development involves a lengthy and complex process and we may be unable to develop or commercialize products on a timely basis, or at all.
- Our systems are complex in design and may contain defects that are not detected until deployed by our customers, which could harm our reputation, increase our costs and reduce our sales. If our products do not perform as expected or the reliability of the technology on which our products are based is questioned, our operating results, reputation and business will suffer.
- Our FDA Master File, and equivalent Technical Files in foreign jurisdictions, are an important part of our strategic offering which allows our partners to expedite their cellular therapies into and through the clinic. Delays in filing or obtaining, or our inability to obtain or retain, acceptance of such filings in individual countries could negatively impact the progress of our partners if they intend to run clinical trials in such countries, and as a result, could negatively affect our reputation and revenues or require disclosure of confidential information to our partners. Further, changes that we are required to make from time to time, or changes to regulations or negative data or adverse events for our partners, could impact references to our FDA Master File and Technical Files by our partners.
- We may need additional funding and may be unable to raise capital when needed, which would force us to delay, reduce, eliminate or abandon our commercialization efforts or product development programs.
- Our common stock is traded on two separate stock markets and investors seeking to take advantage of price differences between such markets may create unexpected volatility in our share price; in addition, investors may not be able to easily move shares for trading between such markets.

Part I. FINANCIAL INFORMATION**Item 1. Condensed Consolidated Financial Statements (Unaudited)****MaxCyte, Inc.
Condensed Consolidated Balance Sheets**

	<u>June 30,</u> <u>2022</u>	<u>December 31,</u> <u>2021</u>
	(Unaudited)	(Note 2)
Assets		
Current assets:		
Cash and cash equivalents	\$ 109,168,400	\$ 47,782,400
Short-term investments, at amortized cost	131,719,200	207,261,400
Accounts receivable	7,432,900	6,877,000
Accounts receivable - TIA (Note 8)	475,600	—
Inventory	7,722,000	5,204,600
Prepaid expenses and other current assets	1,311,600	3,307,400
Total current assets	257,829,700	270,432,800
Property and equipment, net	20,596,100	7,681,200
Right of use asset - operating leases	10,430,300	5,689,300
Other assets	920,500	316,700
Total assets	\$ 289,776,600	\$ 284,120,000
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 2,456,300	\$ 1,820,300
Accrued expenses and other	7,901,800	6,523,500
Operating lease liability, current	438,700	527,200
Deferred revenue, current portion	7,310,600	6,746,800
Total current liabilities	18,107,400	15,617,800
Operating lease liability, net of current portion	14,053,300	5,154,900
Other liabilities	393,000	450,200
Total liabilities	32,553,700	21,222,900
Commitments and contingencies (Note 8)		
Stockholders' equity		
Preferred stock, \$0.01 par value; 5,000,000 shares authorized and no shares issued and outstanding at June 30, 2022 and December 31, 2021	—	—
Common stock, \$0.01 par value; 400,000,000 shares authorized, 101,661,288 and 101,202,705 shares issued and outstanding at June 30, 2022 and December 31, 2021, respectively	1,016,600	1,012,000
Additional paid-in capital	382,838,300	376,189,600
Accumulated deficit	(126,632,000)	(114,304,500)
Total stockholders' equity	257,222,900	262,897,100
Total liabilities and stockholders' equity	\$ 289,776,600	\$ 284,120,000

See accompanying notes to unaudited condensed consolidated financial statements.

MaxCyte, Inc.
Unaudited Condensed Consolidated Statements of Operations

	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Revenue	\$ 9,607,800	\$ 7,108,100	\$ 21,195,100	\$ 13,602,900
Cost of goods sold	1,120,400	784,500	2,183,000	1,477,600
Gross profit	8,487,400	6,323,600	19,012,100	12,125,300
Operating expenses:				
Research and development	4,696,000	3,203,900	8,461,200	9,280,300
Sales and marketing	4,930,600	2,912,900	8,769,300	5,702,000
General and administrative	7,102,600	4,301,100	13,735,100	7,298,900
Depreciation and amortization	497,100	322,900	944,500	634,400
Total operating expenses	17,226,300	10,740,800	31,910,100	22,915,600
Operating loss	(8,738,900)	(4,417,200)	(12,898,000)	(10,790,300)
Other income (expense):				
Interest and other expense	—	(13,200)	—	(755,500)
Interest income	478,700	8,600	570,500	18,400
Total other income (expense)	478,700	(4,600)	570,500	(737,100)
Net loss	\$ (8,260,200)	\$ (4,421,800)	\$ (12,327,500)	\$ (11,527,400)
Basic and diluted net loss per share	\$ (0.08)	\$ (0.05)	\$ (0.12)	\$ (0.14)
Weighted average shares outstanding, basic and diluted	101,427,430	84,706,516	101,547,583	82,865,526

See accompanying notes to unaudited condensed consolidated financial statements.

MaxCyte, Inc.
Unaudited Condensed Consolidated Statements of Changes in Stockholders' Equity

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
Balance at January 1, 2021	77,382,473	\$ 773,800	\$ 127,673,900	\$ (95,222,300)	\$ 33,225,400
Issuance of common stock	5,740,000	57,400	51,751,500	—	51,808,900
Stock-based compensation expense	—	—	1,319,800	—	1,319,800
Exercise of stock options	1,567,086	15,700	2,021,400	—	2,037,100
Net loss	—	—	—	(7,105,600)	(7,105,600)
Balance at March 31, 2021	84,689,559	846,900	182,766,600	(102,327,900)	81,285,600
Stock-based compensation expense	—	—	1,905,200	—	1,905,200
Exercise of stock options	29,786	300	51,900	—	52,200
Net loss	—	—	—	(4,421,800)	(4,421,800)
Balance at June 30, 2021	84,719,345	\$ 847,200	\$ 184,723,700	\$ (106,749,700)	\$ 78,821,200

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
Balance at January 1, 2022	101,202,705	\$ 1,012,000	\$ 376,189,600	\$ (114,304,500)	\$ 262,897,100
Stock-based compensation expense	—	—	2,462,400	—	2,462,400
Exercise of stock options	307,187	3,100	889,500	—	892,600
Net loss	—	—	—	(4,067,300)	(4,067,300)
Balance at March 31, 2022	101,509,892	1,015,100	379,541,500	(118,371,800)	262,184,800
Stock-based compensation expense	—	—	2,972,800	—	2,972,800
Exercise of stock options	151,396	1,500	324,000	—	325,500
Net loss	—	—	—	(8,260,200)	(8,260,200)
Balance at June 30, 2022	101,661,288	\$ 1,016,600	\$ 382,838,300	\$ (126,632,000)	\$ 257,222,900

See accompanying notes to unaudited condensed consolidated financial statements.

MaxCyte, Inc.
Unaudited Condensed Consolidated Statements of Cash Flows

	Six Months Ended June 30,	
	2022	2021
Cash flows from operating activities:		
Net loss	\$ (12,327,500)	\$ (11,527,400)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	1,035,000	641,400
Net book value of consigned equipment sold	51,400	13,900
Loss on disposal of fixed assets	—	19,800
Fair value adjustment of liability classified warrant	—	358,200
Stock-based compensation	5,435,200	3,225,000
Amortization of discounts on short-term investments	(206,100)	1,900
Non-cash interest expense	—	5,400
Changes in operating assets and liabilities:		
Accounts receivable	(555,900)	(547,300)
Accounts receivable - TIA	(475,600)	—
Inventory	(2,639,500)	(182,300)
Prepaid expense and other current assets	1,995,800	(342,700)
Right of use asset – operating leases	(4,741,000)	554,400
Right of use asset – finance lease	—	47,600
Other assets	(603,800)	(1,670,200)
Accounts payable, accrued expenses and other	939,900	(992,400)
Operating lease liability	8,809,900	(584,000)
Deferred revenue	563,800	1,911,800
Other liabilities	(57,200)	38,000
Net cash used in operating activities	<u>(2,775,600)</u>	<u>(9,028,900)</u>
Cash flows from investing activities:		
Purchases of short-term investments	(131,547,700)	(35,963,100)
Maturities of short-term investments	207,296,000	16,000,000
Purchases of property and equipment	(12,804,800)	(1,271,100)
Proceeds from sale of equipment	—	4,600
Net cash provided by (used in) investing activities	<u>62,943,500</u>	<u>(21,229,600)</u>
Cash flows from financing activities:		
Net proceeds from issuance of common stock	—	51,808,900
Principal payments on notes payable	—	(4,922,400)
Proceeds from exercise of stock options	1,218,100	2,089,300
Principal payments on finance leases	—	(49,300)
Net cash provided by financing activities	<u>1,218,100</u>	<u>48,926,500</u>
Net increase in cash and cash equivalents	61,386,000	18,668,000
Cash and cash equivalents, beginning of period	47,782,400	18,755,200
Cash and cash equivalents, end of period	<u>\$ 109,168,400</u>	<u>\$ 37,423,200</u>
Supplemental cash flow information:		
Cash paid for interest	\$ —	\$ 419,200
Supplemental disclosure of non-cash investing and financing activities:		
Property and equipment purchases included in accounts payable	\$ 1,074,400	\$ 6,000
Lease liability reduction due to operating lease modification	\$ —	\$ 304,600

See accompanying notes to unaudited condensed consolidated financial statements.

MaxCyte Inc.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Organization and Description of Business

MaxCyte, Inc. (the “Company”) is a global life sciences company focused on advancing the discovery, development and commercialization of next-generation cell therapies. The Company leverages its proprietary cell engineering technology platform to enable the programs of its biotechnology and pharmaceutical company customers who are engaged in cell therapy, including gene editing and immuno-oncology, as well as in drug discovery and development and biomanufacturing. The Company licenses and sells its instruments and technology and sells its consumables to developers of cell therapies and to pharmaceutical and biotechnology companies for use in drug discovery and development and biomanufacturing. In early 2020, the Company established a wholly owned subsidiary, CARMA Cell Therapies, Inc. (“CCTI”), as part of its development of CARMA, the Company’s proprietary, mRNA-based, clinical-stage, immuno-oncology cell therapy platform. CCTI ceased all material operations by the end of March 2021.

The COVID-19 pandemic has disrupted economic markets and the economic impact, duration and spread of related effects is uncertain at this time and difficult to predict. As a result, it is not possible to ascertain the overall future impact of COVID-19 on the Company’s business and, depending upon the extent and severity of such effects, including, but not limited to potential slowdowns in customer operations, extension of sales cycles, shrinkage in customer capital budgets or delays in customers’ clinical trials, the pandemic could have a material adverse effect on the Company’s business, results of operations, financial condition and cash flows. The Company has made adjustments to its operating, sales and marketing practices to mitigate the effects of COVID-19 restrictions which reduced planned spending, particularly on travel and marketing expenditures. In addition, COVID-19 restrictions may have delayed or slowed the research activities of some existing and prospective customers. It is not possible to quantify the impact of COVID-19 on the Company’s revenues and expenses to date or its expected impact on future periods.

The Company’s registration statement on Form S-1 related to its initial public offering of common stock in the United States (the “IPO”) was declared effective on July 29, 2021, and the Company’s common stock began trading on the Nasdaq Global Select Market on July 30, 2021. On August 3, 2021, the Company issued and sold 15,525,000 shares of common stock in the IPO at a price to the public of \$13.00 per share, inclusive of 2,025,000 shares issued pursuant to the full exercise of the underwriters’ option to purchase additional shares. The IPO generated gross proceeds to the Company of \$201.8 million. The Company received aggregate net proceeds of \$184.3 million from the IPO after deducting aggregate underwriting commissions and offering costs of \$17.6 million.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated interim financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for interim financial information and pursuant to the instructions to Form 10-Q and Article 10 of Regulation S-X of the United States Securities and Exchange Commission (the “SEC”). In the Company’s opinion, the accompanying unaudited condensed consolidated financial statements include all adjustments, consisting of normal recurring adjustments, which are necessary to present fairly the financial position, results of operations, and cash flows as of and for the periods presented. The condensed consolidated balance sheet at December 31, 2021 has been derived from audited consolidated financial statements as of that date. The unaudited condensed consolidated results of operations are not necessarily indicative of the results that may occur for the full fiscal year or any other future year or period. Certain information and footnotes disclosure normally included in financial statements prepared in accordance with U.S. GAAP have been omitted pursuant to instructions, rules, and regulations prescribed by the SEC. The Company believes that the disclosures provided herein are adequate to make the information presented not misleading when these unaudited interim condensed consolidated financial statements are read in conjunction with the audited consolidated financial statements and notes included in the Company’s Annual Report on Form 10-K filed with the SEC on March 22, 2022.

The prior year's depreciation and amortization expenses included in individual functional operating expense categories were reclassified on the condensed consolidated statement of operations to one functional expense category "Depreciation and Amortization Expense" to conform with current year presentation. For the three and six months ended June 30, 2021, \$322,900 and \$634,400, respectively, was reclassified from other functional operating expenses to depreciation and amortization expense. This reclassification did not impact the Company's condensed consolidated balance sheets, statements of cash flows, or statements of changes in stockholders' equity.

Significant Accounting Policies

The Company's significant accounting policies are disclosed in the footnotes to its audited consolidated financial statements for the year ended December 31, 2021 included in its Annual Report on Form 10-K and have not materially changed during the three and six months ended June 30, 2022.

Basis of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiary, CCTI. All significant intercompany balances have been eliminated in consolidation.

Concentration of Significant Customers

Significant customers are those that accounted for 10% or more of the Company's total revenue for the period or accounts receivable as of the end of a reporting period. During the three and six months ended June 30, 2022, one customer represented 25% and 29% of revenue, respectively. During the three and six months ended June 30, 2021, one customer represented 17% and 18% of revenue, respectively. As of June 30, 2022, two customers accounted for 34% and 11% of accounts receivable, respectively. As of December 31, 2021, two customers accounted for 16% and 13% of accounts receivable, respectively.

Certain components included in the Company's products are obtained from a single source or a limited group of suppliers. During the three and six months ended June 30, 2022, the Company purchased 35% and 32% of its inventory from two and one suppliers, respectively. During the three and six months ended June 30, 2021, the Company purchased 56% and 48% of its inventory from three and two suppliers, respectively. As of June 30, 2022, none of the amounts payable to individual suppliers exceeded 10% of total accounts payable. At December 31, 2021, amounts payable to one supplier represented 14% of total accounts payable.

Accounts Receivable

Accounts receivable are reduced by an allowance for doubtful accounts, if needed. The Company determined that no allowance was necessary at June 30, 2022 or December 31, 2021.

Foreign Currency

The Company's functional currency is the US dollar; transactions denominated in foreign currencies are subject to currency risk. The Company recognized \$48,900 and \$3,600 in foreign currency transaction losses for the three months ended June 30, 2022 and 2021, respectively. The Company recognized \$72,200 and \$23,400 in foreign currency transaction losses for the six months ended June 30, 2022 and 2021, respectively. Net gains or losses arising from foreign currency exchange rate fluctuations on transactions are included in general and administrative expense.

Leases

For transactions in which the Company is the lessee, at the inception of a contract, the Company determines if the arrangement is, or contains, a lease. See Note 8 for additional details about leases under which the Company is the lessee.

All transactions in which the Company is the lessor are short-term (one year or less) and have been classified as operating leases. All leases require upfront payments covering the full period of the lease and thus, there are no future payments expected to be received from existing leases. See Note 3 for details over revenue recognition related to lease agreements.

Loss Per Share

Basic loss per share is computed by dividing net loss available to common stockholders by the weighted average number of shares of common stock outstanding during the period.

For periods of net income, and when the effects are not anti-dilutive, diluted earnings per share is computed by dividing net income available to common stockholders by the weighted-average number of shares outstanding plus the impact of all potential dilutive common shares, consisting primarily of common stock options and stock purchase warrants using the treasury stock method.

For periods of net loss, diluted loss per share is calculated similarly to basic loss per share because the impact of all dilutive potential common shares is anti-dilutive. The number of anti-dilutive shares excluded from the computation of diluted loss per share, consisting of shares underlying stock options, and in the prior year periods stock purchase warrants, was 15.8 million for the three and six months ended June 30, 2022 and 12.2 million for the three and six months ended June 30, 2021.

Recent Accounting Pronouncements

New Accounting Pronouncements Not Yet Adopted

In June 2016, the Financial Accounting Standards Board (“FASB”) has issued guidance with respect to measuring credit losses on financial instruments, including trade receivables. The guidance eliminates the probable initial recognition threshold that was previously required prior to recognizing a credit loss on financial instruments. The credit loss estimate can now reflect an entity’s current estimate of all future expected credit losses. Under the previous guidance, an entity only considered past events and current conditions. The current guidance is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, with early adoption permitted. The adoption of certain amendments of this guidance must be applied on a modified retrospective basis and the adoption of the remaining amendments must be applied on a prospective basis. The Company is currently evaluating the impact, if any, that this new accounting pronouncement will have on its consolidated financial statements.

The Company has evaluated all other issued and unadopted Accounting Standards Updates and believes the adoption of these standards will not have a material impact on its results of operations, financial position, or cash flows.

3. Revenue

Revenue is principally from the sale of instruments and processing assemblies, and extended warranties and the lease of instruments, which lease agreements also include customer-specific milestone payments. In some arrangements, products and services have been sold together representing distinct performance obligations. In these arrangements the Company allocates the sale price to the various performance obligations in the arrangement on a relative selling price basis. Under this basis, the Company determines the estimated selling price of each performance obligation in a manner that is consistent with that used to determine the price to sell the deliverable on a standalone basis.

Revenue is recognized at the time control is transferred to the customer and the performance obligation is satisfied. Revenue from the sale of instruments and processing assemblies is generally recognized at the time of shipment to the customer, provided that no significant vendor obligations remain and collectability is reasonably assured. Revenue from equipment leases is recognized ratably over the contractual term of the lease agreement and when specific milestones are achieved by a customer. Licensing fee revenue is recognized ratably over the license period. Revenue from fees for research services is recognized when services have been provided.

Disaggregation of Revenue

The following table depicts the disaggregation of revenue by type of contract:

	Three months ended June 30, 2022			Six months ended June 30, 2022		
	Revenue from Contracts with Customers	Revenue from Lease Elements	Total Revenue	Revenue from Contracts with Customers	Revenue from Lease Elements	Total Revenue
Product sales	\$ 6,811,500	\$ —	\$ 6,811,500	\$ 13,379,200	\$ —	\$ 13,379,200
Lease elements	—	2,625,700	2,625,700	—	7,355,700	7,355,700
Other	170,600	—	170,600	460,200	—	460,200
Total	\$ 6,982,100	\$ 2,625,700	\$ 9,607,800	\$ 13,839,400	\$ 7,355,700	\$ 21,195,100

	Three months ended June 30, 2021			Six months ended June 30, 2021		
	Revenue from Contracts with Customers	Revenue from Lease Elements	Total Revenue	Revenue from Contracts with Customers	Revenue from Lease Elements	Total Revenue
Product sales	\$ 4,041,600	\$ —	\$ 4,041,600	\$ 8,117,400	\$ —	\$ 8,117,400
Lease elements	—	2,889,700	2,889,700	—	5,145,600	5,145,600
Other	176,800	—	176,800	339,900	—	339,900
Total	\$ 4,218,400	\$ 2,889,700	\$ 7,108,100	\$ 8,457,300	\$ 5,145,600	\$ 13,602,900

Additional Disclosures Relating to Revenue from Contracts with Customers

Deferred revenue represents payments received for performance obligations not yet satisfied and is presented as current or long-term in the accompanying condensed consolidated balance sheets based on the expected timing and satisfaction of the underlying goods or services. Deferred revenue was \$7.7 million and \$7.2 million as of June 30, 2022 and December 31, 2021, respectively. During the three and six months ended June 30, 2022, the Company recognized \$2.7 million and \$4.8 million, respectively, and during the three and six months ended June 30, 2021, the Company recognized \$1.5 million and \$3.5 million, respectively, of revenue that was included in deferred revenue at the beginning of such periods.

Remaining contract consideration for which revenue has not been recognized due to unsatisfied performance obligations with a duration greater than one year at June 30, 2022 was \$693,800, of which the Company expects to recognize \$300,800 in one year or less, \$175,800 in one to two years, \$48,200 in two to three years, and \$169,000 thereafter.

For the three and six months ended June 30, 2022 and 2021, the Company did not incur, and therefore did not defer, any material incremental costs to obtain contracts or costs to fulfill contracts.

4. Debt

In November 2019, the Company entered into a new credit facility with MidCap Financial SBIC, LP (“MidCap”). The credit facility provided for a \$5.0 million term loan maturing on November 1, 2024. The term loan provided for (i) an interest rate of one-month Libor plus 6.5% with a 1.5% Libor floor, (ii) monthly interest payments, (iii) 30 monthly principal payments of \$166,700 beginning in June 2022 and (iv) a 3% final payment fee. The Company used the proceeds from the credit facility for general operating purposes. The debt was collateralized by substantially all assets of the Company. In March 2021, the Company repaid the MidCap loan in full. The Company incurred fees of \$260,000 associated with early repayment of the loan. The unamortized debt discounts and fees were expensed and recorded as interest expense.

5. Stockholders' Equity

Common Stock

In February 2021, the Company issued 5,740,000 shares of its common stock at a purchase price of £7.00 (or approximately \$9.64) per share. The transaction generated gross proceeds of £40.2 million (or \$55.3 million). In conjunction with the transaction, the Company incurred costs of \$3.5 million which resulted in the Company receiving net proceeds of \$51.8 million.

In August 2021, the Company completed the IPO and received aggregate net proceeds of \$184.3 million (see Note 1).

Preferred Stock

The Company's certificate of incorporation authorizes the issuance of up to 5,000,000 shares of preferred stock, par value \$0.01 per share. As of June 30, 2022 and December 31, 2021, no shares of preferred stock were issued or outstanding.

Warrant

In connection with the November 2019 credit facility (see Note 4), the Company issued the lender a warrant to purchase 71,168 shares of common stock at an exercise price of £1.09081 per share. The warrant was exercisable at any time through the tenth anniversary of issuance. The warrant was classified as a liability at issuance, as its strike price was in a currency other than the Company's functional currency. The warrant was recorded at its fair value at the end of each reporting period, with changes at each subsequent balance sheet date recorded on the condensed consolidated statements of operations (see Note 7).

In a cashless settlement in August 2021, the lender fully exercised the warrant in exchange for 64,603 shares of common stock.

Equity Incentive Plans

The Company adopted the MaxCyte, Inc. Long-Term Incentive Plan (the "2016 Plan") in January 2016 to amend and restate the MaxCyte 2000 Long-Term Incentive Plan to provide for the awarding of (i) stock options, (ii) restricted stock, (iii) incentive shares, and (iv) performance awards to employees, officers, and Directors of the Company and to other individuals as determined by the Board of Directors. On December 10, 2019 and October 27, 2020, the Company's Board resolved to increase the number of shares available for grant under the 2016 Plan by 3,000,000 and 1,500,000, respectively.

In December 2021, the Company adopted the MaxCyte, Inc. 2021 Inducement Plan (the "Inducement Plan") to provide for the awarding of (i) non-qualified stock options; (ii) stock appreciation rights; (iii) restricted stock awards; (iv) restricted stock unit awards; (v) performance awards; and (vi) other awards only to persons eligible to receive grants of awards who satisfy the standards for inducement grants under Nasdaq Marketplace Rule 5635(c)(4) or 5635(c)(3), if applicable, and the related guidance under Nasdaq IM 5635-1. The Company's board of directors reserved 2,500,000 shares for issuance under the Inducement Plan, and as of December 31, 2021 no awards had been granted. As of June 30, 2022, options to purchase 855,900 shares had been granted under the Inducement Plan.

In May 2022, the Company's board of directors adopted, and in June 2022 the Company's stockholders approved, the MaxCyte, Inc. 2022 Equity Incentive Plan (the "2022 Plan") to provide for the awarding of (i) incentive stock options, (ii) non-qualified stock options, (iii) stock appreciation rights, (iv) restricted stock awards; (v) restricted stock unit awards, (vi) performance awards, and (vii) other awards. Following the approval of the 2022 Plan, no additional awards will be granted under the 2016 Plan or the Inducement Plan, but all outstanding awards will continue to remain subject to the terms of the applicable plan.

Upon the effectiveness of the 2022 Plan, a total of 3,476,211 shares were initially reserved for issuance pursuant to future awards under the 2022 Plan, consisting of 1,928,000 new shares and 1,548,211 shares previously available under the 2016

Plan. If and to the extent that outstanding options under the 2016 Plan or the Inducement Plan are forfeited, the shares underlying such forfeited options will become available for issuance under the 2022 Plan.

The weighted-average fair value of the options granted during the three months ended June 30, 2022 and 2021 was estimated to be \$2.92 and \$7.22, respectively per option share. The weighted-average fair value of the options granted during the six months ended June 30, 2022 and 2021 was estimated to be \$3.55 and \$7.32, respectively, per option share.

The value of an option award is recognized as expense on a straight-line basis over the requisite service period. At June 30, 2022, total unrecognized compensation expense was \$34,558,800, which will be recognized over the next 3.1 years.

The Company recorded stock-based compensation expense in the following expense categories of its condensed consolidated statements of operations:

	<u>Three months ended June 30,</u>		<u>Six months ended June 30,</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
General and administrative	\$ 1,445,500	\$ 1,169,600	\$ 2,737,600	\$ 1,911,300
Sales and marketing	619,600	352,400	1,127,100	621,600
Research and development	907,700	383,200	1,570,500	692,100
Total	<u>\$ 2,972,800</u>	<u>\$ 1,905,200</u>	<u>\$ 5,435,200</u>	<u>\$ 3,225,000</u>

6. Consolidated Balance Sheet Components

Inventory

Inventory is carried at the lower of cost or net realizable value. The following tables show the components of inventory:

	<u>June 30,</u>	<u>December 31,</u>
	<u>2022</u>	<u>2021</u>
Raw materials inventory	\$ 4,647,900	\$ 2,684,100
Finished goods inventory	3,074,100	2,520,500
Total inventory	<u>\$ 7,722,000</u>	<u>\$ 5,204,600</u>

The Company determined that no allowance for inventory obsolescence was necessary at June 30, 2022 or December 31, 2021.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method. Leasehold improvements are amortized over the shorter of the estimated lease term or useful life.

Property and equipment include capitalized costs to develop internal-use software. Applicable costs are capitalized during the development stage of the project and include direct internal costs, third-party costs and allocated interest expenses as appropriate.

Property and equipment consisted of the following:

	<u>June 30, 2022</u>	<u>December 31, 2021</u>
Construction and internal-use software in process	\$ 11,010,600	\$ 1,163,200
Furniture and equipment	6,528,500	4,914,500
Instruments	3,250,000	3,208,900
Internal-use software	2,675,200	2,125,600
Leasehold improvements	2,251,700	641,400
Accumulated depreciation and amortization	(5,119,900)	(4,372,400)
Property and equipment, net	<u>\$ 20,596,100</u>	<u>\$ 7,681,200</u>

During the six months ended June 30, 2022 and 2021, the Company transferred \$122,100 and \$328,600, respectively, of instruments previously classified as inventory to property and equipment leased to customers.

For the three and six months ended June 30, 2022, the Company incurred depreciation and amortization expense of \$547,400 and \$1,035,000, respectively. For the three and six months ended June 30, 2021, the Company incurred depreciation and amortization expense of \$325,000 and \$641,400, respectively.

7. Fair Value

The Company's condensed consolidated balance sheets include various financial instruments (primarily cash and cash equivalents, accounts receivable and accounts payable) that are carried at cost, which approximates fair value due to the short-term nature of the instruments.

Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Company had an outstanding warrant accounted for as a liability and measured at fair value on a recurring basis, using Level 3 inputs. The lender exercised the warrant, in whole, in August 2021 (see Note 5). The Company did not have any outstanding warrants at June 30, 2022 and December 31, 2021.

The following table presents the activity for the warrant for the three and six months ended June 30, 2021:

	<u>Mark-to-market liabilities – warrant</u>	
	<u>Three Months Ended June 30, 2021</u>	<u>Six Months Ended June 30, 2021</u>
Balance, beginning of period	\$ 789,100	\$ 441,200
Change in fair value	10,300	358,200
Balance, end of period	<u>\$ 799,400</u>	<u>\$ 799,400</u>

The gains and losses resulting from the changes in the fair value of the liability classified warrant were classified as other interest income or interest and other expense in the accompanying condensed consolidated statements of operations.

The Company has no other financial assets or liabilities measured at fair value on a recurring basis.

Financial Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

Money market funds, US Treasury securities, commercial paper and corporate debt instruments classified as held-to-maturity are measured at fair value on a non-recurring basis when they are deemed to be impaired on an other-than-temporary basis. The Company periodically reviews investments to assess for credit impairment. Based on our assessment,

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all unrecognized holding losses are due to factors other than credit loss, such as changes in interest rates. No such impairment was recognized during the three and six months ended June 30, 2022 or 2021.

The following table summarizes the Company's financial instruments that were measured at fair value on a non-recurring basis at June 30, 2022:

Description	Classification	Amortized cost	Gross unrecognized holding gains	Gross unrecognized holding losses	Aggregate fair value
Money market funds	Cash equivalents	\$ 24,159,300	\$ —	\$ —	\$ 24,159,300
Commercial paper	Cash equivalents	80,929,600	—	(25,600)	80,904,000
Commercial paper	Short-term investments	113,996,700	338,600	—	114,335,300
Corporate debt	Short-term investments	5,750,500	—	(45,200)	5,705,300
US Treasury securities	Short-term investments	11,972,000	—	(48,900)	11,923,100
Total cash equivalents and short-term investments		<u>\$ 236,808,100</u>	<u>\$ 338,600</u>	<u>\$ (119,700)</u>	<u>\$ 237,027,000</u>

The following table summarizes the Company's financial instruments that were measured at fair value on a non-recurring basis at December 31, 2021:

Description	Classification	Amortized cost	Gross unrecognized holding gains	Gross unrecognized holding losses	Aggregate fair value
Money market funds	Cash equivalents	\$ 19,341,500	\$ —	\$ —	\$ 19,341,500
Commercial paper	Cash equivalents	25,492,200	4,400	—	25,496,600
Corporate debt	Short-term investments	4,909,200	—	(1,800)	4,907,400
Commercial paper	Short-term investments	202,352,200	22,900	—	202,375,100
Total cash equivalents and short-term investments		<u>\$ 252,095,100</u>	<u>\$ 27,300</u>	<u>\$ (1,800)</u>	<u>\$ 252,120,600</u>

At times the Company's cash balances may exceed federally insured limits and cash may also be deposited in foreign bank accounts that are not covered by federal deposit insurance. The Company does not believe that this results in any significant credit risk.

Non-Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Company has no non-financial assets and liabilities that are measured at fair value on a recurring basis.

Non-Financial Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

The Company measures its long-lived assets, including property and equipment, at fair value on a non-recurring basis. These assets are recognized at fair value when they are deemed to be impaired. No fair value impairment was recognized during the six months ended June 30, 2022 and 2021.

8. Commitments and Contingencies

Operating Leases

The Company is a party to various leases for office, laboratory and other space. One portion of the leased space was a direct lessee (the "Original Headquarters Lease") that terminated on June 9, 2022. The Company is a sublessee of the remaining space (the "Original Headquarters Subleases") a portion of which was terminated on June 6, 2022 and the remainder of which remained occupied as of June 30, 2022.

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A member of the Company's Board of Directors is the Chief Executive Officer and member of the board of directors of the sublandlord under the Original Headquarters Subleases, and the Company's Chairman is also a member of the sublandlord's board of directors. The Company's rent payments to the sublandlord totaled \$92,300 and \$159,600 in the three months ended June 30, 2022 and 2021, respectively, and \$255,900 and \$318,300 in the six months ended June 30, 2022 and 2021, respectively.

In May 2021, the Company entered into a lease for its new company headquarters (the "2021 New Headquarters Lease"), consisting of an operating lease agreement, as amended, for new office, laboratory, manufacturing and other space. The 2021 New Headquarters Lease consists of three phases, with Phase 1 having commenced in December 2021 and Phase 2 having commenced in the first quarter of 2022. Phase 3 is estimated to commence by mid-2023. The lease term for all phases is expected to expire on August 31, 2035. The Company is designing and constructing the leasehold improvements with the approval of the landlord. The 2021 New Headquarters Lease agreement includes a landlord-provided tenant improvement allowance ("TIA") of \$6.3 million, which will be applied to the cost of construction of leasehold improvements. As of June 30, 2022, the Company had received TIA reimbursement of \$3.0 million, and had outstanding invoices for TIA reimbursement totaling \$0.5 million. Under the 2021 New Headquarters Lease, the Company has three five-year options to extend the term of the lease. However, the Company is not reasonably certain to exercise any of these options. The total incremental non-cancellable lease payments under the 2021 New Headquarters Lease are \$29.6 million over the lease term.

The Original Headquarters Lease and the Original Headquarters Subleases were originally scheduled to expire in October 2023. In June 2021, the Company notified the landlord of its intent to early terminate the Original Headquarters Lease, which became effective in June 2022. In June 2022, the Company exercised its option to early terminate the Original Headquarters Subleases, effective on the date the spaces are surrendered by the Company and accepted by the sublessor, which is expected to be no later than August 2022.

Finance Leases

In August 2021, the Company exercised its purchase option under a finance lease and acquired the associated leased laboratory equipment. At June 30, 2022 and December 31, 2021, the Company had no right-of-use finance asset or lease liability.

All Leases

The components of lease cost and supplemental balance sheet information for the Company's lease portfolio were as follows:

	<u>Three months ended June 30,</u>		<u>Six months ended June 30,</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Finance lease cost				
Amortization of right-of-use asset	\$ —	\$ 23,800	\$ —	\$ 47,600
Interest expense	—	2,900	—	6,100
Operating lease cost	449,800	174,200	866,100	346,900
Short-term lease cost	12,100	10,000	24,200	18,900
Variable lease cost	139,600	75,600	215,000	151,200
Total lease cost	\$ 601,500	\$ 286,500	\$ 1,105,300	\$ 570,700

	<u>As of June 30,</u> 2022	<u>As of December 31,</u> 2021
Operating leases		
Assets:		
Operating lease right-of-use assets	\$ 10,430,300	\$ 5,689,300
Liabilities		
Current portion of operating lease liabilities	\$ 438,700	\$ 527,200
Operating lease liabilities, net of current portion	14,053,300	5,154,900
Total operating lease liabilities	<u>\$ 14,492,000</u>	<u>\$ 5,682,100</u>
Other information		
Weighted-average remaining lease term (in years)	12.9	11.7
Weighted-average discount rate	6.5%	6.6%

As of June 30, 2022, maturities of lease liabilities that had commenced prior to June 30, 2022 were as follows:

	<u>Operating Leases</u>
Remainder of 2022	\$ 359,600
2023	1,490,900
2024	1,734,500
2025	1,777,700
2026 and thereafter	19,653,100
Total undiscounted lease payments	25,015,800
Discount factor	(9,234,057)
Present value of lease liabilities	<u>\$ 15,781,743</u>

9. Subsequent Events.

On July 29, 2022, the Company terminated a portion of the Original Headquarters Subleases. The early termination of the lease resulted in a write-off of lease liability of \$164,200 and right-of-use asset of \$157,500, respectively.

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

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our unaudited condensed consolidated financial statements and related notes thereto included in Part I, Item 1 of this Quarterly Report on Form 10-Q, our audited consolidated financial statements and related notes for the year ended December 31, 2021, included in our Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on March 22, 2022, as well as the information contained under Management's Discussion and Analysis of Financial Condition and Results of Operations and "Risk Factors" contained in the Annual Report on Form 10-K, and "Risk Factors Summary" and Part II, Item 1A "Risk Factors" of this Quarterly Report on Form 10-Q, and other information provided from time to time in our other filings with the SEC.

Special Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements about us and our industry involve substantial risks, uncertainties, and assumptions, including those described in "Risk Factors Summary" and elsewhere in this report. All statements other than statements of historical facts contained in this report, including statements regarding our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "will" or "would" or the negative of these words or other similar terms or expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- our expected future growth and the success of our business model;
- the potential payments we may receive pursuant to our Strategic Platform Licenses ("SPLs");
- the size and growth potential of the markets for our products, and our ability to serve those markets, increase our market share and achieve and maintain industry leadership;
- the rate and degree of market acceptance of our products within the cell engineering market;
- the expected future growth of our manufacturing capabilities and sales, support and marketing capabilities;
- our ability to expand our customer base and enter into additional SPLs;
- our ability to accurately forecast and manufacture appropriate quantities of our products to meet commercial demand;
- our expectations regarding development of the cell therapy market, including projected growth in adoption of non-viral delivery approaches and gene editing manipulation technologies;
- our ability to maintain our FDA Master File and Technical Files;
- our research and development for any future products, including our intention to introduce new instruments and processing assemblies and move into new applications;
- the development, regulatory approval, and commercialization of competing products and our ability to compete with the companies that develop and sell such products;
- our ability to retain and hire senior management and key personnel;

- regulatory developments in the United States and foreign countries;
- our expectations regarding the period during which we qualify as an emerging growth company under the JOBS Act;
- our ability to develop and maintain our corporate infrastructure, including our internal controls;
- our financial performance and capital requirements;
- our expectations regarding our ability to obtain and maintain intellectual property protection for our products, as well as our ability to operate our business without infringing the intellectual property rights of others; and
- our use of available capital resources.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Quarterly Report primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section titled “Risk Factors Summary” in this report and under the caption “Risk Factors” and elsewhere in the Final Prospectus. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this report. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this Quarterly Report on Form 10-Q. And while we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report to reflect events or circumstances after the date of this Quarterly Report or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

You should read this Quarterly Report and the documents that we file with the SEC with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.

In this Quarterly Report on Form 10-Q, unless the context requires otherwise, all references to “we,” “our,” “us,” “MaxCyte” and the “Company” refer to MaxCyte, Inc.

Overview

We are a leading commercial cell engineering company focused on providing enabling platform technologies to advance innovative cell-based research as well as next-generation cell therapeutic discovery, development and commercialization. Over the past twenty years, we have developed and commercialized our proprietary Flow Electroporation platform, which facilitates complex engineering through the delivery of molecules into a wide variety of cells. Electroporation is a method

of transfection, or the process of deliberately introducing molecules into cells, that involves applying an electric field to temporarily increase the permeability of the cell membrane. This precisely controlled increase in permeability allows the intracellular delivery of molecules, such as genetic material and proteins, that would not normally be able to cross the cell membrane as easily.

Our ExPERT platform, which is based on our Flow Electroporation technology, has been designed to address this rapidly expanding cell therapy market and can be utilized across the continuum of the high-growth cell therapy sector, from discovery and development through commercialization of next-generation, cell-based medicines. The ExPERT family of products includes three instruments, which we call the ATx, STx and GTx, respectively, as well as a portfolio of proprietary related disposables and consumables. We have also introduced the VLx instrument for very large-scale cell engineering, which was made available for sale in December 2021. Our disposables and consumables include processing assemblies, or PAs, designed for use with our instruments, as well as accessories supporting PAs such as electroporation buffer solution and software protocols. We have garnered meaningful expertise in cell engineering via our internal research and development efforts as well as our customer-focused commercial approach, which includes a growing application scientist team. The platform is also supported by a robust intellectual property portfolio with more than 145 granted U.S. and foreign patents and more than 96 pending patent applications worldwide.

From leading commercial cell therapy drug developers and top biopharmaceutical companies to top academic and government research institutions, including the U.S. National Institutes of Health, or NIH, our customers have extensively validated our technology. We believe the features and performance of our platform have led to sustained customer engagement. Our existing customer base ranges from large biopharmaceutical companies, including all of the top 10, and 20 of the top 25, pharmaceutical companies based on 2021 global revenue, to hundreds of biotechnology companies and academic centers focused on translational research.

Since our inception, we have incurred significant operating losses. Our ability to generate revenue sufficient to achieve profitability will depend on the successful further development and commercialization of our products. We generated revenue of \$21.2 million and incurred a net loss of \$12.3 million for the six months ended June 30, 2022. As of June 30, 2022, we had an accumulated deficit of \$126.6 million. We expect to continue to incur net losses as we focus on growing commercial sales of our products in both the United States and international markets, including growing our sales and field application scientist teams, scaling our manufacturing operations, and research and development efforts to develop new products and further enhance our existing products. Further, we expect to incur additional costs associated with operating as a public company in the United States.

Impact of COVID-19 on Our Business

We continue to closely monitor the impact of the novel coronavirus (“COVID-19”) pandemic on our business and the geographic regions where we operate. The impact of this pandemic has been and will likely continue to be extensive in many aspects of society, which has resulted in and will likely continue to result in significant disruptions to the global economy, as well as businesses and capital markets around the world.

Impacts to our business as a result of COVID-19 have included disruptions to our manufacturing operations and supply chain caused by facility closures, reductions in operating hours, staggered shifts and other social distancing efforts, decreased productivity and unavailability of materials or components, limitations on our employees’ and customers’ ability to travel, and delays in product installations, demonstrations, trainings or shipments to and from affected countries and within the United States. Disruptions in our customers’ operations have impacted and may continue to impact our business.

In light of the uncertain and rapidly evolving situation relating to the spread of COVID-19, we have taken precautionary measures intended to minimize the risk of the virus to our employees, our customers and the communities in which we operate, including temporarily closing our offices to visitors and limiting the number of employees in our offices to those that are deemed essential for manufacturing and research purposes, as well as virtualizing, postponing or canceling customer, employee and industry events.

We cannot predict the overall future impact that the COVID-19 pandemic may have on our business and cannot guarantee that it will not be materially negative. Although we continue to monitor the situation and may adjust our current policies as more information and public health guidance become available, the ongoing effects of the COVID-19 pandemic and/or

the precautionary measures that we or our customers have implemented or may adopt may create operational and other challenges, any of which could harm our business and results of operations.

Recent Developments

We have continued to enter into SPL agreements with our cell therapy customers. These agreements are discussed in more detail in “Results of Operations” below and provide us with revenue from instrument sales and leases and disposables sales as well as downstream economics on our partners’ programs (both pre- and post-commercial). In the first three months of 2022, we signed an SPL agreement with Intima Bioscience, and we signed SPL agreement with LG Chem in July 2022, our first SPL with a South Korean company. We continue to grow our SPL pipeline and, while the specific timing of any agreement is uncertain, we expect to sign additional SPL agreements in the future.

Results of Operations

Comparison of the Three Months Ended June 30, 2022 and 2021

The following table sets forth our results of operations for the periods presented:

	Three Months Ended June 30,	
	2022	2021
	(in thousands)	
Total revenue	\$ 9,608	\$ 7,108
Cost of goods sold	1,120	785
Gross profit	<u>8,487</u>	<u>6,324</u>
Operating expense		
Research and development	4,696	3,204
Sales and marketing	4,931	2,913
General and administrative	7,103	4,301
Depreciation and amortization	497	323
Total operating expense	<u>17,226</u>	<u>10,741</u>
Operating loss	<u>(8,739)</u>	<u>(4,417)</u>
Other income (expense)		
Interest and other expense	—	(13)
Interest and other income	479	9
Total other income (expense)	<u>479</u>	<u>(5)</u>
Net loss	<u>\$ (8,260)</u>	<u>\$ (4,422)</u>

Revenue

We generate revenue principally from the sale of instruments and single-use processing PAs and buffer, and from the lease of instruments to our customers. In addition, our SPLs include clinical progress milestones and sales-based payments to us which may also provide material revenues.

In order to evaluate how our sales are trending across key markets, as well as the contribution of program economics from our SPLs, we separately analyze revenue derived from our cell therapy customers and drug discovery customers, as well as the performance-based milestone revenues we recognize under our SPLs. Cell therapy revenues include primarily revenue from instruments sold, annual license fees for instruments under lease, and sales of our proprietary disposables. Drug discovery revenue includes primarily revenue from instruments sold, sales of our proprietary disposables and, occasionally, instruments leased. Program-related revenues include clinical progress milestone and sales-based revenues derived from SPL agreements. Milestone revenues are recognized when a customer achieves the associated milestone event. To date, all Program-related revenue has consisted entirely of pre-commercial milestone revenue.

The following table provides details regarding the sources of our revenue for the periods presented:

	Three Months Ended June 30,		Change	
	2022	2021	Amount	%
(in thousands, except percentages)				
Cell therapy	\$ 7,688	\$ 4,766	\$ 2,922	61%
Drug discovery	1,916	1,838	78	4%
Program-related	<u>4</u>	<u>504</u>	<u>(500)</u>	<u>NM</u>
Total revenue	<u>\$ 9,608</u>	<u>\$ 7,108</u>	<u>\$ 2,500</u>	<u>35%</u>

Total revenue for the three months ended June 30, 2022 was \$9.6 million, an increase of \$2.5 million, or 35%, compared to revenue of \$7.1 million during the three months ended June 30, 2021.

Our overall increase in revenue was primarily driven by revenue growth in the cell therapy market, primarily from growing instrument sales and licenses and disposables sales, partially offset by a decrease in program-related revenue. In the cell therapy market, revenue from instrument sales and licenses increased by \$1.5 million, while disposable sales increased by \$1.4 million. Cell therapy revenue growth resulted primarily from new and existing customers and the continued progression of our cell therapy partners' therapeutic development programs. The \$0.5 million decrease in program-related revenues resulted from expected variability of milestone revenues from period to period given the small number of individual triggering events which currently generate this portion of revenue. We expect program-related revenue to experience variability for some time, although we anticipate that this variability may moderate as the volume of SPLs and associated milestones grows.

We expect total revenue to increase over time as our customers' programs advance and our markets grow resulting in additional instrument sales and leases and disposable sales and as the percentage of our installed base that are under cell therapy license agreements increases. We expect revenue from disposable and instrument sales and instrument licenses to cell therapy customers to continue to grow as those customers advance their preclinical pipeline programs into clinical development and move their existing drug development programs into later-stage clinical trials and, potentially, into commercialization. In addition, we expect new customers to continue to emerge and contribute to these revenues, based on the underlying growth in the cell therapy pipeline among companies in this market, the extent to which capital is available to support such companies, and in particular the switch by some cell therapy companies away from viral to non-viral approaches. We expect, however, that our revenue will fluctuate from period to period due to the timing of securing product sales and licenses, the inherently uncertain nature of the timing of our partners' achievements of clinical progress and our dependence on the program decisions of our partners.

Cost of Goods Sold and Gross Profit

Cost of goods sold primarily consists of costs for instrument and processing assembly components, contract manufacturer costs, salaries, overhead and other direct costs related to sales recognized as revenue in the period. Cost of goods sold associated with instrument lease revenue consists of leased equipment depreciation. Gross profit is calculated as revenue less cost of goods sold. Gross profit margin is gross profit expressed as a percentage of revenue.

Our gross profit in future periods will depend on a variety of factors, including sales mix among instruments, disposables and milestones, the specific mix among types of instruments or disposables, the proportion of revenues associated with instrument leases as opposed to sales, changes in the costs to produce our various products, the launch of new products or changes in existing products, our cost structure for manufacturing including changes in production volumes, and the pricing of our products which may be impacted by market conditions.

During the three months ended June 30, 2022, gross margin was 88%, compared to 89% in the same period of 2021. The decrease in gross margin was principally due to decreased milestone revenues, which have no associated cost of goods sold. Excluding program-related revenues, gross margin was materially unchanged. Our margins depend on the revenue mix from instruments, PAs and milestones under SPLs. We price our instruments at a premium given what we believe to be the broad benefits of our platform, and the limited availability of alternative, clinically validated non-viral delivery

approaches. However, the market for non-viral delivery is highly competitive, and introduction of a GMP-grade platform by a competitor that delivers similar performance across a similar diversity of cell types could negatively impact our business and lead to increased price pressure that negatively impacts our gross margins.

In addition, part of our growth strategy is to expand into new regional markets, which could require the use of distributors and/or our participation in more competitive environments, which could impact our ability to price our instruments at a premium and could negatively impact our ability to enter into SPLs on terms similar to those currently in effect.

	<u>Three Months Ended June 30,</u>		<u>Change</u>	
	<u>2022</u>	<u>2021</u>	<u>Amount</u>	<u>%</u>
(in thousands, except percentages)				
Cost of goods sold	\$ 1,120	\$ 785	\$ 336	43%
Gross profit	\$ 8,487	\$ 6,324	\$ 2,164	34%
Gross margin	88%	89%		

Cost of goods sold increased by \$0.3 million, or 43%, for the three months ended June 30, 2022 compared to the three months ended June 30, 2021. The increase was primarily driven by higher sales of instruments and disposables.

Gross profit increased by \$2.2 million, or 34%, for the three months ended June 30, 2022 compared to the three months ended June 30, 2021. The increase was primarily driven by increased revenue from instrument and disposable sales and licensed instruments.

We expect that our cost of goods sold will generally increase or decrease as our instrument and disposables revenue increases or decreases. We expect our gross margin to benefit from realization of the economics from our SPL agreements, to the extent that such milestones grow to be a significant proportion of overall revenues, as there is no cost of goods sold associated with such revenue. However, realization and timing of these potential milestone revenues is uncertain.

Operating Expenses

Research and Development

	<u>Three Months Ended June 30,</u>		<u>Change</u>	
	<u>2022</u>	<u>2021</u>	<u>Amount</u>	<u>%</u>
(in thousands, except percentages)				
Research and development	\$ 4,696	\$ 3,204	\$ 1,492	47%

Research and development expenses consist primarily of costs incurred for our research activities related to advancing our technology and development of applications for our technology, including research into specific applications and associated data development, process development, product development (e.g., development of instruments and disposables, including hardware and software engineering) and design and other costs not directly charged to inventory or cost of goods sold.

These expenses principally include employee-related costs, such as salaries, benefits, incentive compensation, stock-based compensation, and travel, as well as consultant services, facilities, and laboratory supplies and materials. These expenses are exclusive of depreciation and amortization. We expense research and development costs as incurred in the period in which the underlying activity is undertaken.

For the three months ended June 30, 2021, our research and development expenses included \$0.4 million in costs associated with wind-down of investments in the CARMA platform. There were no material CARMA-related expenses after June 30, 2021 and none are expected in the future.

Research and development expenses increased by \$1.5 million, or 47%, for the three months ended June 30, 2022 compared to the three months ended June 30, 2021. The increase was primarily driven by a \$0.7 million increase in compensation expenses as a result of increases in headcount, a \$0.5 million increase in stock-based compensation, and a

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\$0.4 million increase in lab expense and products development costs, partially offset by a \$0.4 million decrease in CARMA expenses as a result of the wind-down of CARMA operations.

We believe that our continued investment in research and development is essential to our long-term competitive position. We expect to continue to incur substantial research and development expenses as we invest in research and development to support our customers, develop new uses for our existing technology and develop improved and/or new offerings for our customers and partners. As a result, we expect that our research and development expenses, will continue to increase in absolute dollars in future periods and vary from period to period as a percentage of revenue.

Sales and Marketing

(in thousands, except percentages)	<u>Three Months Ended June 30,</u>		<u>Change</u>	
	<u>2022</u>	<u>2021</u>	<u>Amount</u>	<u>%</u>
Sales and marketing	\$ 4,931	\$ 2,913	\$ 2,018	69%

Our sales and marketing expenses consist primarily of salaries, commissions and other variable compensation, benefits, stock-based compensation and travel costs for employees within our commercial sales and marketing functions, as well as third-party costs associated with our marketing activities. These expenses are exclusive of depreciation and amortization.

Sales and marketing expenses increased by \$2.0 million, or 69%, for the three months ended June 30, 2022 compared to the three months ended June 30, 2021. The increase was primarily driven by a \$0.9 million increase in marketing and travel expense, a \$0.8 million increase in compensation expenses as a result of increases in headcount and a \$0.3 million increase in stock-based compensation.

We expect our sales and marketing expenses to increase in future periods as we expand our commercial sales, marketing and business development teams, product offerings, expand our collaboration efforts, increase our presence globally, and increase marketing activities to drive awareness and adoption of our products.

General and Administrative

(in thousands, except percentages)	<u>Three Months Ended June 30,</u>		<u>Change</u>	
	<u>2022</u>	<u>2021</u>	<u>Amount</u>	<u>%</u>
General and administrative	\$ 7,103	\$ 4,301	\$ 2,802	65%

General and administrative expenses primarily consist of salaries, benefits, stock-based compensation and travel costs for employees in our executive, accounting and finance, legal, corporate development, human resources, information systems and office administration functions as well as professional services fees, such as consulting, audit, tax and legal fees, general corporate costs, facilities and allocated overhead expenses and costs associated with being a Nasdaq and AIM listed public company such as director fees, U.K. NOMAD and broker fees, investor relations consultants and insurance costs. These expenses are exclusive of depreciation and amortization.

General and administrative expense increased by \$2.8 million, or 65%, for the three months ended June 30, 2022 compared to the three months ended June 30, 2021. The increase was primarily driven by a \$1.2 million increase in expenses associated with our common stock being listed on the Nasdaq stock exchange, beginning in July 2021, and related legal expenses, as well as a \$1.0 million increase in compensation expense associated with headcount and salary increases, a \$0.4 million increase in occupancy expense, and a \$0.3 million increase in stock-based compensation, partially offset by a \$0.4 million decrease in professional service expenses.

We expect that our general and administrative expenses will continue to increase in absolute dollars in future periods, primarily due to increased headcount to support anticipated growth in the business and due to incremental costs associated with operating as a public company listed on a U.S. exchange, including insurance (particularly directors and officers insurance), costs to comply with the rules and regulations applicable to companies listed on a U.S. securities exchange and costs related to compliance and reporting obligations pursuant to the rules and regulations of the SEC and stock exchange

listing standards, investor relations and professional services. We expect these expenses to vary from period to period as a percentage of revenue.

Depreciation and Amortization

Depreciation expense consists of the depreciation of property and equipment used actively in the business, primarily by research and development activities. Amortization expense includes the amortization of intangible assets over their respective useful lives.

	<u>Three Months Ended June 30,</u>		<u>Change</u>	
	<u>2022</u>	<u>2021</u>	<u>Amount</u>	<u>%</u>
(in thousands, except percentages)				
Depreciation and amortization	\$ 497	\$ 323	\$ 174	54%

Depreciation and amortization expense increased by \$0.2 million, or 54%, for the three months ended June 30, 2022, compared to the three months ended June 30, 2021. The increase was primarily driven by a significant investment in capital assets made in 2021 for laboratory equipment.

Interest and Other Income (Expense)

	<u>Three Months Ended June 30,</u>		<u>Change</u>	
	<u>2022</u>	<u>2021</u>	<u>Amount</u>	<u>%</u>
(in thousands, except percentages)				
Interest and other expense	\$ —	\$ 13	\$ (13)	(100)%
Interest and other income	479	9	470	NM

We did not incur interest or other expense for the three months ended June 30, 2022 as we currently have no indebtedness. Interest and other expense for the three months ended June 30, 2021 was immaterial. Interest and other income represent interest on our cash balances and increased by \$0.5 million for the three months ended June 30, 2022. The increase was primarily driven by the significantly higher balance of short-term investments resulting from the IPO proceeds received in August 2021.

Comparison of the Six Months Ended June 30, 2022 and 2021

The following table sets forth our results of operations for the periods presented:

	<u>Six Months Ended</u>	
	<u>2022</u>	<u>2021</u>
	<u>(in thousands)</u>	
Total revenue	\$ 21,195	\$ 13,603
Cost of goods sold	2,183	1,478
Gross profit	19,012	12,125
Operating expense		
Research and development	8,461	9,280
Sales and marketing	8,769	5,702
General and administrative	13,735	7,299
Depreciation and amortization	945	634
Total operating expense	31,910	22,916
Operating loss	(12,898)	(10,790)
Other income (expense)		
Interest and other expense	—	(756)
Interest and other income	571	18
Total other income (expense)	571	(737)
Net loss	\$ (12,328)	\$ (11,527)

Revenue

The following table provides details regarding the sources of our revenue for the periods presented:

	Six Months Ended June 30,		Change	
	2022	2021	Amount	%
(in thousands, except percentages)				
Cell therapy	\$ 15,104	\$ 9,494	\$ 5,610	59%
Drug discovery	4,083	3,601	482	13%
Program-related	2,008	508	1,500	295%
Total revenue	<u>\$ 21,195</u>	<u>\$ 13,603</u>	<u>\$ 7,592</u>	56%

Total revenue for the six months ended June 30, 2022 was \$21.2 million, an increase of \$7.6 million, or 56%, compared to revenue of \$13.6 million during the six months ended June 30, 2021.

Our overall increase in revenue for the six months ended June 30, 2022 was driven by revenue growth in the cell therapy market, primarily from growing instrument sales and licenses and disposable sales, increases in disposables sales to drug discovery customers and increases in program-related milestone revenue. In the cell therapy market, revenue from instrument sales and licenses of instruments increased by \$3.2 million, which was primarily due to continued high levels of capital invested or held in companies operating in our target markets, while disposables sales increased by \$2.3 million as a result of the continued progression of our cell therapy partners' clinical development programs. In the drug discovery market, the \$0.5 million increase was driven by sales of disposables. The \$1.5 million increase in program-related revenues resulted from expected variability from period to period in the level of program-related revenue given the small number of individual triggering events which currently generate this portion of revenue. We expect program-related revenue to experience variability for some time, although we anticipate that this variability may moderate as the volume of SPLs and associated milestones grows.

Cost of Goods Sold and Gross Profit

	Six Months Ended June 30,		Change	
	2022	2021	Amount	%
(in thousands, except percentages)				
Cost of goods sold	\$ 2,183	\$ 1,478	\$ 705	48%
Gross profit	\$ 19,012	\$ 12,125	\$ 6,887	57%
Gross margin	90%	89%		

Cost of goods sold increased by \$0.7 million, or 48%, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021. The increase was primarily driven by higher sales of instruments and disposables.

Gross profit increased by \$6.9 million, or 57%, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021. The increase was primarily driven by increased revenue from instrument and disposable sales, licensed instruments and program-related revenue.

During the six months ended June 30, 2022, gross margin was 90%, compared to 89% in the same period of 2021. The increase in gross margin was principally due to increased milestone revenues, which have no associated cost of goods sold. Excluding program-related revenues, gross margin was materially unchanged.

Operating Expenses

Research and Development

(in thousands, except percentages)	<u>Six Months Ended June 30,</u>		<u>Change</u>	
	<u>2022</u>	<u>2021</u>	<u>Amount</u>	<u>%</u>
Research and development	\$ 8,461	\$ 9,280	\$ (819)	(9)%

Research and development expenses decreased by \$0.8 million, or 9%, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021. The decrease was primarily driven by a \$4.3 million decrease in CARMA expenses as a result of the wind-down of CARMA operations, partially offset by a \$1.2 million increase in compensation expenses associated with headcount increases, a \$1.0 million increase in stock-based compensation, a \$0.5 million increase in lab supplies expenses and products development costs, and a \$0.2 million increase in travel expenses.

Sales and Marketing

(in thousands, except percentages)	<u>Six Months Ended June 30,</u>		<u>Change</u>	
	<u>2022</u>	<u>2021</u>	<u>Amount</u>	<u>%</u>
Sales and marketing	\$ 8,769	\$ 5,702	\$ 3,067	54%

Sales and marketing expenses increased by \$3.1 million, or 54%, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021. The increase was primarily driven by a \$1.4 million increase in compensation expenses as a result of increases in headcount and commissions on sales, a \$1.1 million increase in marketing and travel expenses, and a \$0.5 million increase in stock-based compensation.

General and Administrative

(in thousands, except percentages)	<u>Six Months Ended June 30,</u>		<u>Change</u>	
	<u>2022</u>	<u>2021</u>	<u>Amount</u>	<u>%</u>
General and administrative	\$ 13,735	\$ 7,299	\$ 6,436	88%

General and administrative expense increased by \$6.4 million, or 88%, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021. The increase was primarily driven by a \$2.3 million increase in expense associated with the costs of our common stock being listed on the Nasdaq stock exchange including insurance and related legal expenses, a \$2.0 million increase in compensation expense associated with headcount and salary increases, a \$0.8 million increase in stock-based compensation and a \$1.3 million increase in occupancy and other general expenses.

Depreciation and Amortization

(in thousands, except percentages)	<u>Six Months Ended June 30,</u>		<u>Change</u>	
	<u>2022</u>	<u>2021</u>	<u>Amount</u>	<u>%</u>
Depreciation and amortization	\$ 945	\$ 634	\$ 310	49%

Depreciation and amortization expense increased by \$0.3 million, or 49%, for the six months ended June 30, 2022, compared to the six months ended June 30, 2021. The increase was primarily driven by a significant investment in capital assets made in 2021 for laboratory equipment.

Interest and Other Income (Expense)

	Six Months Ended June 30,		Change	
	2022	2021	Amount	%
(in thousands, except percentages)				
Interest and other expense	\$ —	\$ 756	\$ (756)	(100)%
Interest and other income	571	18	552	NM

Interest and other expense decreased by \$0.8 million, or 100%, for the six months ended June 30, 2022 compared to the six months ended June 30, 2021. The decrease was primarily driven by the repayment of the MidCap loan in March 2021 and the settlement of a warrant in August 2021, which resulted in our no longer incurring interest expense on indebtedness or warrant fair value adjustments. The increase of \$0.6 million in interest and other income was primarily driven by significantly higher balance of short-term investments resulting from the IPO proceeds received in August 2021.

Liquidity and Capital Resources

Since our inception, we have experienced losses and negative cash flows from operations. For the six months ended June 30, 2022, we incurred a net loss of \$12.3 million. As of June 30, 2022, we had an accumulated deficit of \$126.6 million. To date, we have funded our operations primarily with proceeds from sales of common stock, including our IPO, as well as borrowings under loan agreements and from revenues associated with sales and licenses of our products to customers. As of June 30, 2022, we had cash and cash equivalents and short-term investments of \$240.9 million.

We expect to incur increased near-term operating losses as we continue to invest in expanding our business through growing our sales and marketing efforts, continued research and development, product development and expanding our product offerings. Based on our current business plan, we believe our existing cash and cash equivalents and short-term investments will enable us to fund our operating expenses and capital expenditure requirements for the foreseeable future.

We have based this estimate on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we expect. Our future funding requirements will depend on many factors, including:

- transaction and capital expenditures necessitated by strategic activities;
- market acceptance of our products;
- the cost and timing of establishing additional sales, marketing and distribution capabilities;
- the cost of our research and development activities and successful development of data supporting use of our products for new applications, and timely launch of new features and products;
- our ability to enter into additional SPLs and licenses for clinical use of our platform in the future;
- changes in the amount of capital available to existing and emerging customers in our target markets;
- the effect of competing technological and market developments; and
- the level of our selling, general and administrative expenses.

If we are unable to execute on our business plan and adequately fund operations, or if the business plan requires a level of spending in excess of cash resources, we will have to seek additional equity or debt financing. If additional financings are required from outside sources, we may not be able to raise such capital on terms acceptable to us or at all. To the extent that we raise additional capital through the sale of equity or debt securities, the ownership interest of our stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our common stockholders. Debt financing, if available, may involve agreements that include covenants restricting our

ability to take specific actions, such as incurring additional debt, selling or licensing our assets, making product acquisitions, making capital expenditures or declaring dividends. If we raise additional funds through collaboration and licensing arrangements with third parties, it may be necessary to relinquish some rights to our technologies or our products, or grant licenses on terms that are not favorable to us. If we are unable to raise additional capital when desired, we may have to delay development or commercialization of future products. We also may have to reduce marketing, customer support or other resources devoted to our existing products.

Cash Flows

The following table summarizes our uses and sources of cash for the periods presented:

(in thousands)	Six Months Ended	
	June 30,	
	2022	2021
Net cash provided by (used in):		
Operating activities	\$ (2,776)	\$ (9,029)
Investing activities	62,944	(21,230)
Financing activities	1,218	48,927
Net increase in cash and cash equivalents	<u>\$ 61,386</u>	<u>\$ 18,668</u>

Operating Activities

Net cash used in operating activities for the six months ended June 30, 2022 was \$2.8 million, and consisted primarily of our net loss of \$12.3 million, offset in part by net non-cash expenses of \$6.3 million, including stock-based compensation of \$5.4 million and depreciation and amortization expenses of \$1.0 million. We also had net cash inflows of \$3.2 million due to net changes in our operating assets and liabilities. Net changes in our operating assets and liabilities consisted primarily of an increase in the net effect of our right-of-use assets and lease liabilities of \$4.1 million, a decrease in prepaid expense and other current assets of \$2.0 million, a decrease in accounts payable and accrued expenses of \$0.9 million and an increase in deferred revenue (consisting primarily of unrecognized instrument license revenue) of \$0.6 million, partially offset by a \$2.6 million increase in inventory, a \$0.5 million increase in TIA receivable, a \$0.5 million increase in accounts receivable and a \$0.6 million increase in other assets.

Net cash used in operating activities for the six months ended June 30, 2021 was \$9.0 million, and consisted primarily of our net loss of \$11.5 million, offset in part by net non-cash expenses of \$4.3 million, including stock-based compensation of \$3.2 million, warrant liability fair value adjustments of \$0.4 million, and depreciation and amortization expenses of \$0.6 million. We also had net cash outflows of \$1.7 million due to net changes in our operating assets and liabilities. Net changes in our operating assets and liabilities consisted primarily of an increase in deferred revenue of \$1.9 million and a decrease in the net effect of our right-of-use assets and lease liabilities of \$0.1 million, partially offset by a \$1.7 million increase in long-term prepaid expense (other non-current assets), a \$1.0 million decrease in accounts payable and accrued expenses, a \$0.5 million increase in accounts receivable, a \$0.2 million increase in inventory and a \$0.3 million increase in other current assets.

Investing Activities

Net cash provided by investing activities during the six months ended June 30, 2022 was \$62.9 million, which was primarily attributable to maturities of short-term marketable securities of \$207.3 million, partially offset by purchases of short-term marketable securities of \$131.5 million and capitalized lease-related construction expenses of \$11.6 million and purchase of equipment of \$1.2 million. Purchases and sales of short-term marketable securities are made as part of ordinary course investing activities in compliance with our investment policy which has as its primary objective preservation of principal.

Net cash used in investing activities during the six months ended June 30, 2021 was \$21.2 million, which was primarily attributable to net purchases of short-term marketable securities of \$20.0 million and purchases of property and equipment of \$1.3 million.

Financing Activities

Net cash provided by financing activities during the six months ended June 30, 2022 was \$1.2 million, which was attributable to the exercise of stock options.

Net cash provided by financing activities during the six months ended June 30, 2021 was \$48.9 million, which was primarily attributable to net proceeds of \$51.8 million from the issuance of common stock in financing transactions and proceeds of \$2.1 million from the exercise of stock options, partially offset by the repayment in full of the MidCap loan of \$4.9 million.

Contractual Obligations and Commitments

Our contractual obligations and commitments as of June 30, 2022 consisted exclusively of operating lease obligations. In May, 2021, we entered into an operating lease for new office, lab and warehouse/manufacturing space. The lease for the new facility consists of three phases, with Phase 1 having commenced in December 2021 and Phase 2 having commenced in the first quarter of 2022, and the lease of all phases is estimated to expire on August 31, 2035. We will design and construct the leasehold improvements with the approval of the landlord. The landlord will reimburse us for costs of property improvements up to amounts specified in the lease. The total incremental non-cancellable lease payments under the new lease agreements are \$29.6 million through the lease term, which continues until 2035. We expect to be able to fund our obligations under the new lease, both in the short term and in the long term, from cash on hand and operating cash flows.

In June, 2021, we exercised our option to early terminate one of our office space lease arrangements, which occurred in June 2022.

In August 2021, we terminated a finance lease and as of June 30, 2022, we do not have any finance lease obligations.

In June 2022, we agreed with the sublessor of our office space to early terminate the remaining portions of our office, laboratory, manufacturing and other spaces no later than August 2022 instead of the previous expiration date in October 2023.

As of June 30, 2022, operating lease obligations included \$0.4 million in payments due under the office leases that are being terminated early.

Purchase orders or contracts for the purchase of supplies and other goods and services are based on our current procurement or development needs and are generally fulfilled by our vendors within short time horizons.

Critical Accounting Policies and Significant Judgments and Estimates

We have prepared our condensed consolidated financial statements in accordance with U.S. GAAP. Our preparation of these condensed consolidated financial statements requires us to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, revenue, expenses and related disclosures. We evaluate our estimates and judgments on an ongoing basis. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources.

Actual results could therefore differ materially from these estimates under different assumptions or conditions.

There have been no material changes to our critical accounting policies and estimates from those disclosed in our consolidated financial statements and the related notes and other financial information included in the Annual Report on Form 10-K filed with SEC on March 22, 2022.

JOBS Act Accounting Election

We are an “emerging growth company,” or EGC, under the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. Section 107 of the JOBS Act provides that an EGC can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. Thus, an EGC can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to avail ourselves of the delayed adoption of new and revised accounting standards and, therefore, we will be subject to the same requirements to adopt new or revised accounting standards as private entities. We also intend to rely on other exemptions provided by the JOBS Act, including not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act.

We will remain an EGC until the earliest of (i) December 31, 2026, (ii) the last day of the fiscal year in which we have total annual gross revenues of \$1.07 billion or more, (iii) the date on which we have issued more than \$1 billion in non-convertible debt during the previous rolling three-year period, or (iv) the date on which we are deemed to be a “large accelerated filer” under SEC rules.

Recent Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position, results of operations or cash flows is disclosed in Note 2 to our condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

We are exposed to market risk for changes in interest rates related primarily to balances of our financial instruments including cash and cash equivalents and short-term investments. The primary objective of our investment approach is to preserve principal and provide liquidity. As of June 30, 2022, we held money market fund securities of \$24.2 million, cash equivalent commercial paper of \$80.9 million, short-term commercial paper of \$114.3 million, U.S. Treasury securities of \$11.9 million and short-term corporate debt of \$5.7 million. These financial instruments generate interest income at variable rates. Our primary exposure to market risk is interest income sensitivity, which is affected by changes in the general level of interest rates in the United States. A hypothetical 10% change in the level of market interest rates would not have a material effect on our business, financial condition or results of operations because of the short-term nature of these instruments.

Foreign Currency Risk

We are exposed to financial risks as a result of exchange rate fluctuations between the U.S. Dollar and certain foreign currencies and the volatility of these rates. In the normal course of business, we earn revenue primarily denominated in U.S. Dollars as well as in Euros and British Pounds. We incur expenses primarily in U.S. Dollars as well as in Euros, British Pounds and other currencies. Our reporting currency is the U.S. Dollar. We hold our cash primarily in U.S. Dollars as well as in Euros and British Pounds. We do not expect that foreign currency gains or losses will have a material effect on our financial position or results of operations in the foreseeable future. We have not entered into any hedging arrangements with respect to foreign currency risk. As our international operations grow, we will continue to reassess our approach to managing risks relating to fluctuations in currency exchange rates.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our “disclosure controls and procedures” as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The term

“disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Based on our evaluation, our Chief Executive Officer and Chief Financial Officer concluded that the design and operation of these disclosure controls and procedures were effective as of June 30, 2022 at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the three months ended June 30, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Controls

Control systems, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control systems’ objectives are being met. Further, the design of any system of controls must reflect the fact that there are resource constraints, and the benefits of all controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of error or mistake. Control systems can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may become involved in legal proceedings arising in the ordinary course of our business. We are not currently a party to any material legal proceedings, and we are not aware of any pending or threatened legal proceeding against us that we believe could have an adverse effect on our business, operating results or financial condition.

Item 1A. Risk Factors.

Our business is subject to numerous risks. You should carefully consider the risks and uncertainties described in this report under the caption “Risk Factors Summary,” in addition to other information contained in this report as well as our other public filings with the SEC from time to time.

There have been no material changes to the risk factors set forth in the Annual Report on Form 10-K filed with the SEC on March 22, 2022. However, the risk factors described in this report and in the Annual Report on Form 10-K are not the only risks that we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that adversely affect our business. If any such risks materialize, it could have a material adverse effect on our business, financial condition, results of operations and growth prospects and cause the trading price of our common stock to decline.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

(a) Sale of Unregistered Securities

None.

(b) Use of Proceeds

On August 3, 2021, we closed our IPO, in which we issued and sold 15,525,000 shares of common stock at a price to the public of \$13.00 per share, inclusive of 2,025,000 shares sold pursuant to the full exercise of the underwriters' option to purchase additional shares. The IPO generated gross proceeds to us of \$201.8 million. We received net proceeds of \$184.3 million after deducting aggregate underwriting commissions and offering expenses of \$17.6 million. All of the shares of common stock issued and sold in the offering were registered under the Securities Act of 1933, as amended ("Securities Act") pursuant to a registration statement on Form S-1 (File No. 333-257810), which was declared effective by the SEC on July 29, 2021. The joint book-running managers of the offering were Cowen and Company, LLC, Stifel, Nicolaus & Company, Incorporated and William Blair & Company, L.L.C.

In connection with our IPO, no payments were made by us to directors, officers or persons owning ten percent or more of our common stock or to their associates or to our affiliates.

Cash used since the IPO is described in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section of this report and our other periodic reports filed with the SEC. As of the date of this report, there has been no material change in the planned use of proceeds from the IPO as described in the final prospectus for our IPO.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

Not applicable.

Item 6. Exhibits.

The following exhibits are filed with this Quarterly Report on Form 10-Q:

Exhibit Number	Description	Incorporated by Reference			Filing Date
		Form	File No.	Exhibit	
3.1	Amended and Restated Bylaws of the Registrant.				August 4, 2021
3.2	Fifteenth Amended and Restated Certificate of Incorporation.	8-K	001-40674	3.1	July 26, 2021
10.1+	MaxCyte, Inc. 2022 Equity Incentive Plan	S-1 8-K	333-2578 001-40674	3.1 10.1	June 30, 2022
10.2+	Separation Agreement, by and between the Company and Amanda Murphy, dated as of May 6, 2022.				
10.3+	Consulting Agreement, by and between the Company and Amanda Murphy, effective as of April 15, 2022.				
10.4+	MaxCyte, Inc. Form of Stock Option Grant Notice (2021 Inducement Plan), dated as of January 1, 2022.				
10.5+	MaxCyte, Inc. Form of RSU Award Grant Notice (2022 Equity Incentive Plan), dated as of July 19, 2022.				
10.6+	MaxCyte, Inc. Form of Stock Option Grant Notice (2022 Equity Incentive Plan), dated as of July 19, 2022.				
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS	Inline XBRL Instance Document.				
101.SCH	XBRL Taxonomy Extension Schema Document				
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB	XBRL Taxonomy Extension Label Linkbase Document				
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document				
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibits 101.SCH, 101.CAL, 101.DEF, 101.LAB and 101.PRE).				

+ Indicates management contract or compensatory plan.

- * This exhibit shall not be deemed “filed” for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in such filing.

SIGNATURES

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

MaxCyte Inc.

Date: August 10, 2022

By: /s/ Douglas Doerfler
Name: Douglas Doerfler
Title: President and Chief Executive Officer
(On Behalf of the Registrant)

Date: August 10, 2022

By: /s/ Ron Holtz
Name: Ron Holtz
Title: Chief Financial Officer (Principal Financial Officer)

22 Firstfield Road, Suite 110
Gaithersburg, MD 20878

301.944.1700 Phone
301.944.1620 Direct
301.944.1703 Fax
www.maxcyte.com

April 6, 2022

Amanda Murphy 422 Ninth
Street
Wilmette, IL 60091

Re: Separation Agreement

Dear Amanda:

This letter sets forth the substance of the separation agreement (the “**Agreement**”) which MaxCyte, Inc. (the “**Company**”) is offering to you to aid in your employment transition.

1. Separation. You have tendered and the Company has accepted your resignation from employment with the Company effective April 15, 2022. Your last day of work with the Company and your employment separation date will be April 15, 2022 (the “**Separation Date**”). Between the date of this Agreement and the Separation Date (“Interim Period”), you agree to fully cooperate with the Company in all matters relating to the transition of your work and responsibilities on behalf of the Company, including, but not limited to, any present, prior or subsequent relationships and the orderly transfer of any such work and institutional knowledge to such other persons as may be designated by the Company. Further, during the Interim Period, you agree not to attend in person or virtually any Company event (including sales and/or marketing meetings), Company sponsored conferences and/or seminars, Company meetings (including video or phone teleconferences), investor or analysts calls with the Company, without prior written approval of attendance by the Company’s General Counsel.

2. Accrued Salary. On the Company’s next regular payroll date following the Separation Date, the Company will pay you all accrued salary and all accrued and unused vacation earned through the Separation Date, subject to standard payroll deductions and withholdings. You will receive these payments regardless of whether or not you sign this Agreement.

3. Severance Benefits. Although you are not entitled to any severance benefits pursuant to your severance agreement dated January 21, 2021 (the “**Severance Agreement**”), if you timely execute and do not revoke this Agreement, and fully comply with your obligations hereunder

(including but not limited to your obligations during the Interim Period), the Company will provide you with the following severance benefits (the “**Severance Benefits**”):

(a) **Consulting Agreement.** The Company will offer you the Consulting Agreement attached as **Exhibit A** (the “**Consulting Agreement**”), pursuant to which you will be eligible to provide certain consulting services to the Company for six (6) months (the “**Consulting Period**”) in exchange for the compensation specified therein. The parties acknowledge and agree that the Consulting Agreement will be effective on the Separation Date, such that you do not have a break in service; *provided, however*, if you do not execute this Agreement within the timeframe provided herein, or execute but then revoke your acceptance of this Agreement, then the Consulting Agreement will automatically terminate, as described therein, and your existing consulting arrangement with the Company will likewise terminate, and you will no longer be eligible for the vesting benefit described in Section 5 of this Agreement.

(b) **Cash Severance.** The Company will pay you, as severance, the equivalent of nine (9) months of your base salary in effect as of the Separation Date (the “**Cash Severance**”). The Cash Severance will be paid subject to standard payroll deductions and withholdings in roughly equal installments on the Company’s ordinary payroll dates, beginning with the first such date which occurs at least eight (8) days following the date the Consulting Agreement terminates for any reason, provided you have satisfied your obligations under this Agreement and the Consulting Agreement and the Company has received this executed Agreement from you on or before that date (and you have not revoked it). It is intended that the Cash Severance payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Internal Revenue Code of 1986, as amended (with state laws of similar effect, “**Section 409A**”), provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5), and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), your right to receive any installment payments under this Agreement (whether separation payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment.

(c) **COBRA Severance.** As an additional severance benefit, if you are eligible for and timely elect to continue your health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“**COBRA**”) or applicable state law, the Company will pay, as and when due to the insurance carrier or COBRA administrator (as applicable), the COBRA health insurance premiums for you and your eligible dependents, if any, until the earlier of: (A) nine (9) months following the date the Consulting Agreement terminates for any reason (B) the expiration of your eligibility for the continuation coverage under COBRA, or (C) such time as you become employed by another employer or self-employed through which you are eligible for health insurance (thereafter, you will be responsible for all COBRA premium payments, if any). In the event you become covered under another employer’s group health plan or otherwise cease to be eligible for COBRA coverage, you must immediately notify the Company, and the Company’s obligation to pay COBRA premiums shall cease. For avoidance of doubt, the COBRA benefit described in this Section 3(c) shall apply during the period in which the Consulting Agreement is in effect, provided that you meet the other conditions set forth for the receipt of these COBRA payments hereunder.

4. Benefit Plans. If you are currently participating in the Company's group health insurance plans, your participation as an employee will end on April 30, 2022. Thereafter, to the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, you will be eligible to continue your group health insurance benefits at your own expense, with the potential for certain payments to be made by the Company pursuant to Section 3(c) above. Later, you may be able to convert to an individual policy through the provider of the Company's health insurance, if you wish.

5. Stock Option. You were previously granted an option to purchase 1,150,000 shares of the Company's common stock (the "**Option**"), pursuant to the Company's 2021 Equity Incentive Plan (the "**Plan**") and your Option grant agreement (together with the Plan, the "**Option Documents**"). As of the Separation Date, 320,231 shares subject to the Option are vested. If you timely execute and return this Agreement, do not subsequently revoke it, and execute the Consulting Agreement attached hereto by the Separation Date, then (i) notwithstanding anything to the contrary set forth in the Option Documents, the shares subject to your Option will remain outstanding and will continue to be eligible to vest following the Separation Date while the Consulting Agreement is in effect, in accordance with the vesting schedules and terms and conditions of the applicable Option Documents provided you remain in Continuous Service (as defined in the Plan) to the Company as a consultant pursuant to the terms of the Consulting Agreement, and (ii) the shares subject to your Option will cease vesting upon the termination of your Continuous Service. The shares and your right to exercise the Option as to any vested shares will remain subject to the terms of the Option Documents, *provided however*, you acknowledge and agree that to the extent your Option is otherwise considered an Incentive Stock Option the termination of your employment on the Separation Date may result in some or all of your Option being treated as a Nonqualified Stock Option if you fail to exercise any vested shares during the three-month period following the Separation Date. You are advised to consult with your own tax advisors regarding the impact of this Agreement on your Options.

6. Failure to Accept Separation Agreement. You have until April 27, 2022 to consider this Agreement (but cannot sign before the Separation Date). In the event you do not sign this Agreement by such date or you sign but then revoke your acceptance of this Agreement pursuant to Section 15 below, this offer will expire. If you then execute the Release Agreement attached to this Agreement as **Exhibit B** (the "**Release Agreement**") on or within ten (10) days following the end of the Consideration Period (as defined below), and provided you have remained employed in good standing during the Interim Period (and complied with the Company's requests regarding communication and attendance), then the Company will (i) provide you with the Cash Severance and the COBRA Severance described in Sections 3(b) and 3(c) above.

7. Other Compensation or Benefits. You acknowledge that, except as expressly provided in this Agreement, you will not receive any additional compensation, commission, severance or benefits after the Separation Date, including under your Severance Agreement.

8. Expense Reimbursements. You agree that, within ten (10) days of the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek

reimbursement. The Company will reimburse you for reasonable business expenses pursuant to its regular business practice.

9. Return of Company Property. No later than seven (7) days from the Separation Date, you agree to return to the Company all Company documents (and all copies thereof) and other Company property that you have had in your possession at any time, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (including, but not limited to, computers), credit cards, entry cards, identification badges and keys; and, any materials of any kind that contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). Please coordinate return of Company property with Maher Masoud. Notwithstanding the foregoing, this duty to timely return Company property by the Separation Date does not apply to any property that the Company specifically authorizes you to retain in connection with the Consulting Agreement (which property you must return to the Company, without retaining any reproductions, upon termination of the Consulting Agreement or earlier if requested by the Company). **Receipt of the Severance Benefits described in Section 3 of this Agreement is expressly conditioned upon return of all Company Property.**

10. Proprietary Information and Post-Employment Obligations. Both during and after your employment you acknowledge your continuing obligations under your Invention, Non-Disclosure and Non-Compete Agreement not to use or disclose any confidential or proprietary information of the Company and to refrain from certain solicitation and competitive activities. A copy of your Invention, Non-Disclosure and Non-Compete Agreement is attached hereto as **Exhibit**

C. If you have any doubts as to the scope of the restrictions in your agreement, you should contact Maher Masoud immediately to assess your compliance. As you know, the Company will enforce its contract rights. Please familiarize yourself with the enclosed agreement which you signed. Confidential information that is also a “trade secret,” as defined by law, may be disclosed (A) if it is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, in the event that you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you: (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

11. Confidentiality. The provisions of this Agreement will be held in strictest confidence by you and the Company and will not be publicized or disclosed in any manner whatsoever; provided, however, that: (a) you may disclose this Agreement to your immediate family; (b) you may make such statements and disclosures as set forth in the Section of this Agreement entitled “Protected Rights”; (c) the parties may disclose this Agreement in confidence to their respective attorneys, accountants, auditors, tax preparers, and financial advisors; (d) the Company may disclose this Agreement as necessary to fulfill standard or legally required corporate reporting or disclosure requirements; and (e) the parties may disclose this Agreement insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law. In particular, and without limitation, you agree not to disclose the terms of this Agreement to any current or

former Company employee. Notwithstanding the foregoing, nothing in this Agreement shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act. In addition, nothing in this Section or this Agreement is intended to prohibit or restrain you in any manner from making disclosures protected under the whistleblower provisions of federal or state law or regulation or other applicable law or regulation or as set forth in the Section of this Agreement entitled "Protected Rights."

12. Non-Disparagement. Both you and the Company agree not to disparage the other party, and the other party's officers, directors, employees, shareholders and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that both you and the Company will respond accurately and fully to any question, inquiry or request for information when required by legal process. The Company's obligations under this Section are limited to Company representatives with knowledge of this provision, including but not limited to the CEO and General Counsel. Notwithstanding the foregoing, nothing in this Agreement shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act. In addition, nothing in this Section or this Agreement is intended to prohibit or restrain you in any manner from making disclosures protected under the whistleblower provisions of federal or state law or regulation or other applicable law or regulation or as set forth in the Section of this Agreement entitled "Protected Rights."

13. Cooperation after Separation. During your Consulting Period and the time that you are receiving payments under this Agreement, you agree to cooperate fully with the Company in all matters relating to the transition of your work and responsibilities on behalf of the Company, including, but not limited to, any present, prior or subsequent relationships and the orderly transfer of any such work and institutional knowledge to such other persons as may be designated by the Company, by making yourself reasonably available during regular business hours.

14. Release. In exchange for the payments and other consideration under this Agreement, to which you would not otherwise be entitled, and except as otherwise set forth in this Agreement, you, on behalf of yourself and, to the extent permitted by law, on behalf of your spouse, heirs, executors, administrators, assigns, insurers, attorneys and other persons or entities, acting or purporting to act on your behalf (collectively, the "**Employee Parties**"), hereby generally and completely release, acquit and forever discharge the Company, its parents and subsidiaries, and its and their officers, directors, managers, partners, agents, representatives, employees, attorneys, shareholders, predecessors, successors, assigns, insurers and affiliates (the "**Company Parties**") of and from any and all claims, liabilities, demands, contentions, actions, causes of action, suits, costs, expenses, attorneys' fees, damages, indemnities, debts, judgments, levies, executions and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the execution date of this

Agreement, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with your employment with the Company or the termination of that employment; claims or demands related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; claims pursuant to any federal, state or local law, statute, or cause of action; tort law; or contract law (individually a “**Claim**” and collectively “**Claims**”). The Claims you are releasing and waiving in this Agreement include, but are not limited to, any and all Claims that any of the Company Parties:

- has violated its personnel policies, handbooks, contracts of employment, or covenants of good faith and fair dealing;
 - has discriminated against you on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, source of income, entitlement to benefits, any union activities or other protected category in violation of any local, state or federal law, constitution, ordinance, or regulation, including but not limited to: the Age Discrimination in Employment Act, as amended (“**ADEA**”); Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; 42 U.S.C. § 1981, as amended; the Equal Pay Act; the Americans With Disabilities Act; the Genetic Information Nondiscrimination Act; the Family and Medical Leave Act; the Fair Employment Practice Act of Maryland, Md. Code Ann., State Government, tit. 20; the Illinois Human Rights Act, as amended; the Illinois Equal Pay Act of 2003, as amended; the Illinois Equal Wage Act; the Illinois Wages for Women and Minors Act; the Illinois WARN Act; the Illinois Religious Freedom Restoration Act, as amended; the Illinois Minimum Wage Law, as amended; the Illinois Whistleblower Act; the Illinois Access to Personnel File Anti-Retaliation Law, as amended; the Illinois Arrest History Discrimination Law, the Illinois Nursing Mothers in the Workplace Act; the Illinois AIDS Confidentiality Act; the Illinois Emergency Services Leave Law; the Illinois Family Military Leave Law; the Illinois Genetic Testing Discrimination Law, as amended; the Illinois Victims' Economic Security and Safety Act; the Illinois Service Member's Employment Tenure Act; the Illinois Overtime Law; the Illinois Right to Privacy in the Workplace Act; the Illinois Abortion Performance Refusal Act; the Illinois Health and Safety Act; the Illinois Union Employee Health and Benefits Protection Act; the Illinois Employment Contract Act; the Illinois Labor Dispute Act; the Illinois Law on Break and Meal Periods; the Cook County Human Rights Ordinance, Ord. No. 93-0-13; the Employee Retirement Income Security Act; the Employee Polygraph Protection Act; the Worker Adjustment and Retraining Notification Act; the Older Workers Benefit Protection Act; the anti-retaliation provisions of the Sarbanes-Oxley Act, or any other federal or state law regarding whistleblower retaliation; the Lilly Ledbetter Fair Pay Act; the Uniformed Services Employment and Reemployment Rights Act; the Fair Credit Reporting Act; and the National Labor Relations Act;
 - has violated any statute, public policy or common law (including but not limited to Claims for retaliatory discharge; negligent hiring, retention or supervision;
-

defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to you or any member of your family and/or promissory estoppel).

Notwithstanding the foregoing, other than events expressly contemplated by this Agreement you do not waive or release rights or Claims that may arise from events that occur after the date this waiver is executed and you are not releasing any right of indemnification you may have for any liabilities arising from your actions within the course and scope of your employment with the Company or within the course and scope of your role as a member of the Board of Directors and/or officer of the Company. Also excluded from this Agreement are any Claims which cannot be waived by law, including, without limitation, any rights you may have under applicable workers' compensation laws and your right, if applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. Nothing in this Agreement shall prevent you from filing, cooperating with, or participating in any proceeding or investigation before the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Illinois Department of Human Rights, the Securities and Exchange Commission or any other federal government agency, or similar state or local agency ("**Government Agencies**"), or exercising any rights pursuant to Section 7 of the National Labor Relations Act. You further understand this Agreement does not limit your ability to voluntarily communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that you are otherwise waiving, to the fullest extent permitted by law, any and all rights you may have to individual relief based on any Claims that you have released and any rights you have waived by signing this Agreement. If any Claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a Claim in which any of the Company Parties is a party. This Agreement does not abrogate your existing rights under any Company benefit plan or any plan or agreement related to equity ownership in the Company; however, it does waive, release and forever discharge Claims existing as of the date you execute this Agreement pursuant to any such plan or agreement.

15. Your Acknowledgments and Affirmations/ Effective Date of Agreement. You acknowledge that you are knowingly and voluntarily waiving and releasing any and all rights you may have under the ADEA, as amended. You also acknowledge and agree that (i) the consideration given to you in exchange for the waiver and release in this Agreement is in addition to anything of value to which you were already entitled, and (ii) that you have been paid for all time worked, have received all the leave, leaves of absence and leave benefits and protections for which you are eligible, and have not suffered any on-the-job injury for which you have not already filed a Claim. You affirm that all of the decisions of the Company Parties regarding your pay and benefits through the date of your execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law. You affirm that you have not filed or caused to be filed, and are not presently a party to, a Claim against any of the Company Parties. You further affirm that you have no known workplace injuries or occupational

diseases. You acknowledge and affirm that you have not been retaliated against for reporting any allegation of corporate fraud or other wrongdoing by any of the Company Parties, or for exercising any rights protected by law, including any rights protected by the Fair Labor Standards Act, the Family Medical Leave Act or any related statute or local leave or disability accommodation laws, or any applicable state workers' compensation law. You further acknowledge and affirm that you have, as required by the ADEA and the Illinois Workplace Transparency Act, been advised by this writing that: (a) your waiver and release do not apply to any rights or Claims that may arise after the execution date of this Agreement; (b) you have been advised hereby that you have the right to consult with an attorney prior to executing this Agreement; (c) you have been given twenty-one (21) days to consider this Agreement (the "**Consideration Period**") (although you may choose to voluntarily execute this Agreement earlier (but no earlier than the Separation Date) and if you do you will sign the Consideration Period waiver below); (d) you have seven (7) days following your execution of this Agreement to revoke this Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired unexercised (the "**Effective Date**"), which shall be the eighth day after this Agreement is executed by you.

16. Disruptive Conduct Prior to Execution. The Company reserves the right to revoke this offer prior to your acceptance in the event that you engage in disruptive conduct prior to the execution of this Agreement, or take actions inconsistent with the obligations which would apply to you under this Agreement, including, but not limited to, your obligations with respect to transition of work, attendance, and communication during the Interim Period as set forth in Section 1 above.

17. No Admission. This Agreement does not constitute an admission by the Company of any wrongful action or violation of any federal, state, or local statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights.

18. Protected Rights. You understand that nothing in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, Illinois Department of Labor, the Illinois Department of Human Rights, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("**Government Agencies**"). You further understand this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, to maximum extent permitted by law, you are otherwise waiving any and all rights you may have to individual relief based on any claims that you have released and any rights you have waived by signing this Agreement.

19. Breach. You agree that upon any breach of this Agreement you will forfeit all amounts paid or owing to you under this Agreement and your right to further engagement under the Consulting Agreement. Further, you acknowledge that it may be impossible to assess the damages caused by your violation of the terms of Sections 9, 10, 11 and 12 of this Agreement and further agree that any threatened or actual violation or breach of those Sections of this Agreement will

constitute immediate and irreparable injury to the Company. You therefore agree that any such breach of this Agreement is a material breach of this Agreement, and, in addition to any and all other damages and remedies available to the Company upon your breach of this Agreement, the Company shall be entitled to an injunction to prevent you from violating or breaching this Agreement. The parties agree that if either party is successful in whole or part in any legal or equitable action to enforce this Agreement, then the enforcing party is entitled to recover from the other party all of the costs, including reasonable attorneys' fees, incurred in enforcing the terms of this Agreement.

20. Miscellaneous. This Agreement, including Exhibits A, B and C, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Illinois as applied to contracts made and to be performed entirely within Illinois.

If this Agreement is acceptable to you, please sign below and return it to me on or before the date that is twenty-one (21) days after you receive this Agreement (but no earlier than the Separation Date). The Company's severance offer contained herein will automatically expire if you do not sign and return the fully signed Agreement within this timeframe.

I wish you good luck in your future endeavors.

[signatures to follow on next page]

Amanda Murphy April 6,
2022

Page 10 of 10 Sincerely,

MAXCYTE, INC.

By: _____
Maher Masoud General
Counsel

AGREED TO AND ACCEPTED:

Amanda Murphy

Date

Exhibit A – Consulting Agreement Exhibit B –

Release Agreement

Exhibit C - Invention, Non-Disclosure and Non-Compete Agreement

CONSIDERATION PERIOD

I, Amanda Murphy, understand that I have the right to take at least 21 days to consider whether to sign this Agreement, which I received on _____2022. If I elect to sign this Agreement before 21 days have passed, I understand I am to sign and date below this paragraph to confirm that I knowingly and voluntarily agree to waive the 21-day consideration period.

AGREED:

Signature

Date

EXHIBIT A

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “**Agreement**”) by and between MaxCyte, Inc. (“**Client**”) and Amanda Murphy, an individual (“**Consultant**”) is effective as of April 15, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS the parties desire for the Client to engage Consultant to perform the services described herein and for Consultant to provide such services on the terms and conditions described herein; and

WHEREAS, the parties desire to use Consultant’s independent skill and expertise pursuant to this Agreement as an independent contractor;

NOW THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Engagement of Services. Consultant agrees to provide consulting services as an advisor to the Client at the request of either the General Counsel or Chief Accounting Officer (“**Executive(s)**”) of the Client (the “**Services**”). Consultant agrees to exercise the highest degree of professionalism and utilize her expertise and talents in performing these Services. Client agrees not to request more than ten (10) hours of Services a week, and Consultant agrees that she will not communicate (electronically or by phone) with Client’s employees, investors or agents regarding such Services unless explicitly authorized in advance by Consultant’s General Counsel in email communication. Consultant agrees to make herself available to perform such consulting services throughout the Consulting Period (as defined below), and to be reasonably available to meet with the Client at its offices or otherwise.

2. Compensation.

2.1 Consulting Fee. For services rendered during the Term (as defined below), the Client will pay Consultant a consulting fee of \$35,000 per full calendar month, prorated for any partial month (the “**Monthly Fee**”). All fees will be invoiced by Consultant following the end of each calendar month during the Consulting Period and are due and payable by the Client within thirty (30) days after receipt of Consultant’s monthly invoice.

2.2 Option Vesting. In consideration for the services rendered pursuant to this Agreement and for the assignment of certain of Consultant’s right, title and interest pursuant hereto, the Client will permit Consultant’s Option (as defined in the “**Separation Agreement**” dated April 6, 2022) to continue vesting during the Term, so long as this Agreement remains in effect. All matters of vesting and exercisability of Consultant’s Option shall be as governed by Section 5 of the Separation Agreement and the terms of the applicable Option Documents (as defined in the Separation Agreement).

3. Ownership of Work Product. Consultant hereby irrevocably assigns, grants and conveys to Client all right, title and interest now existing or that may exist in the future in and to any document, development, work product, know-how, design, processes, invention, technique, trade secret, or idea, and all intellectual property rights related thereto, that is created by Consultant, to which Consultant contributes, or which relates to Consultant's services provided pursuant to this Agreement (the "**Work Product**"), including all copyrights, trademarks and other intellectual property rights (including but not limited to patent rights) relating thereto. Consultant agrees that any and all Work Product shall be and remain the property of Client. Consultant will immediately disclose to the Client all Work Product. Consultant agrees to execute, at Client's request and expense, all documents and other instruments necessary or desirable to confirm such assignment. In the event that Consultant does not, for any reason, execute such documents within a reasonable time of Client's request, Consultant hereby irrevocably appoints Client as Consultant's attorney-in-fact for the purpose of executing such documents on Consultant's behalf, which appointment is coupled with an interest. Consultant shall not attempt to register any works created by Consultant pursuant to this Agreement at the U.S. Copyright Office, the U.S. Patent & Trademark Office, or any foreign copyright, patent, or trademark registry. Consultant retains no rights in the Work Product and agrees not to challenge Client's ownership of the rights embodied in the Work Product. Consultant further agrees to assist Client in every proper way to enforce Client's rights relating to the Work Product in any and all countries, including, but not limited to, executing, verifying and delivering such documents and performing such other acts (including appearing as a witness) as Client may reasonably request for use in obtaining, perfecting, evidencing, sustaining and enforcing Client's rights relating to the Work Product.

4. Artist's, Moral, and Other Rights. If Consultant has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product which cannot be assigned (the "**Non-Assignable Rights**"), Consultant agrees to waive enforcement worldwide of such rights against Client. In the event that Consultant has any such rights that cannot be assigned or waived Consultant hereby grants to Client a royalty-free, paid-up, exclusive, worldwide, irrevocable, perpetual license under the Non-Assignable Rights to (i) use, make, sell, offer to sell, have made, and further sublicense the Work Product, and (ii) reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed.

5. Representations and Warranties. Consultant represents and warrants that:
(a) Consultant has the full right and authority to enter into this Agreement and perform her obligations hereunder; (b) Consultant has the right and unrestricted ability to assign the Work Product to Client as set forth in Sections 3 and 4 (including without limitation the right to assign any Work Product created by Consultant's employees or contractors); (c) the Work Product has not heretofore been published in its entirety; and (d) the Work Product will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law. Consultant agrees to indemnify Client from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Consultant of the representations and warranties set forth in this Section 5.

6. Independent Contractor Relationship. Consultant is an independent contractor and not an employee of the Client. Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. The manner and means by which Consultant chooses to complete the consulting services are in Consultant's sole discretion and control. In completing the consulting services, Consultant agrees to provide her own equipment, tools and other materials at her own expense. Consultant is not authorized to represent that she is an agent, employee, or legal representative of the Client. Consultant is not authorized to make any representation, contract, or commitment on behalf of Client or incur any liabilities or obligations of any kind in the name of or on behalf of the Client. Consultant shall be free at all times to arrange the time and manner of performance of the consulting services. Consultant is not required to maintain any schedule of duties or assignments. Consultant is also not required to provide reports to the Client. In addition to all other obligations contained herein, Consultant agrees: (a) to proceed with diligence and promptness and hereby warrants that such services shall be performed in accordance with the highest professional standards in the field to the satisfaction of the Client; and (b) to comply, at Consultant's own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the services hereunder.

7. Consultant's Responsibilities. As an independent contractor, the mode, manner, method and means used by Consultant in the performance of services shall be of Consultant's selection and under the sole control and direction of Consultant. Consultant shall be responsible for all risks incurred in the operation of Consultant's business and shall enjoy all the benefits thereof. Any persons employed by or subcontracting with Consultant to perform any part of Consultant's obligations hereunder shall be under the sole control and direction of Consultant and Consultant shall be solely responsible for all liabilities and expenses thereof. The Client shall have no right or authority with respect to the selection, control, direction, or compensation of such persons.

8. Tax Treatment. Consultant and the Client agree that the Client will treat Consultant as an independent contractor for purposes of all tax laws (local, state and federal) and file forms consistent with that status. Consultant agrees, as an independent contractor, that neither she nor her employees are entitled to unemployment benefits in the event this Agreement terminates, or workers' compensation benefits in the event that Consultant, or any employee of Consultant, is injured in any manner while performing obligations under this Agreement. Consultant will be solely responsible to pay any and all local, state, and/or federal income, social security and unemployment taxes for Consultant and her employees. The Client will not withhold any taxes or prepare W-2 Forms for Consultant, but will provide Consultant with a Form 1099, if required by law. Consultant is solely responsible for, and will timely file all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement, except as provided herein. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Consultant with the appropriate taxing authorities, as required by law.

9. No Employee Benefits. Except as described in Sections 3(c) and 4 of the Separation Agreement, Consultant acknowledges and agrees that neither she nor anyone acting on her behalf shall receive any employee benefits of any kind from the Client. Consultant (and Consultant's agents, employees, and subcontractors) is excluded from participating in any fringe benefit plans or programs as a result of the performance of services under this Agreement, without regard to Consultant's independent contractor status. In addition, Consultant (on behalf of herself and on behalf of Consultant's agents, employees, and contractors) waives any and all rights, if any, to participation in any of the Client's fringe benefit plans or programs including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, severance, accidental death and dismemberment coverage, unemployment insurance coverage, workers' compensation coverage, and pension or 401(k) benefit(s) provided by the Client to its employees. Notwithstanding the above, this Agreement does not amend or abrogate in any manner any benefits owed to Consultant under any qualified retirement plan or health and welfare benefit plan in which Consultant was a participant during her previous employment relationship with the Client.

10. Expenses and Liabilities. Consultant agrees that as an independent contractor, she is solely responsible for all expenses (and profits/losses) she incurs in connection with the performance of services, other than as set forth herein. Consultant understands that she will not be reimbursed for any supplies, equipment, or operating costs, nor will these costs of doing business be defrayed in any way by the Client; *provided, however*, that Client agrees to reimburse Consultant for all reasonable travel expenses (e.g. air fare, train, car rentals, taxi and share ride services) incurred in performance of the Services that are approved in writing by the Client (email shall suffice) prior to such expenses being incurred. In addition, the Client does not guarantee to Consultant that fees derived from Consultant's business will exceed Consultant's costs.

11. Non-Exclusivity. The Client reserves the right to engage other consultants to perform services, without giving Consultant a right of first refusal or any other exclusive rights. Consultant reserves the right to perform services for other persons, provided that the performance of such services do not conflict or interfere with services provided pursuant to or obligations under this Agreement.

12. No Conflict of Interest. During the Consulting Period, unless written permission is given by the Executive, Consultant will not accept work, enter into a contract, or provide services to any third party that provides products or services which Compete (as defined below) with the products or services provided by the Client nor may Consultant enter into any agreement or perform any services which would conflict or interfere with the services provided pursuant to or the obligations under this Agreement. Consultant warrants that there is no other contract or duty on her part that prevents or impedes Consultant's performance under this Agreement. Consultant agrees to indemnify Client from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party. For purposes of this Section 12, "Compete" shall mean all products or services, or the research or development thereof, which are directly or indirectly involved in enabling therapeutic developers to transfect cells for development of cellular and gene therapies.

13. Confidential Information. Consultant agrees to hold Client's Confidential Information (as defined below) in strict confidence and not to disclose such Confidential Information to any third parties. Consultant also agrees not to use any of Client's Confidential Information for any purpose other than performance of Consultant's services hereunder. "**Confidential Information**" as used in this Agreement shall mean all information disclosed by Client to Consultant, or otherwise, regarding Client or its business obtained by Consultant pursuant to services provided under this Agreement that is not generally known in the Client's trade or industry and shall include, without limitation, (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; and (d) any information regarding the skills and compensation of employees, contractors or other agents of the Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client's business. In addition, Consultant may disclose Client's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of such Confidential Information. Consultant's duty of confidentiality under this Agreement does not amend or abrogate in any manner Consultant's continuing duties under any prior agreement between Consultant and Client. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Client and Consultant, nothing in this Agreement shall limit Consultant's right to discuss Consultant's engagement with the Client or report possible violations of law or regulation with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, or other federal government agency or similar state or local agency or to discuss the terms and conditions of Consultant's engagement with others to the extent expressly permitted by applicable provisions of law or regulation, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure. Further, notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), Consultant shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

14. Term and Termination.

14.1 Term. The term of this Agreement and the "**Consulting Period**" is from the Effective Date set forth above for six (6) months (the "**Term**"), unless earlier terminated as provided in Section 14.2.

14.2 Termination.

(a) **Automatic Termination.** If Consultant fails to execute the Separation Agreement within twenty-one (21) days of receipt or Consultant executes but then later revokes the Separation Agreement, then this Agreement will automatically terminate effective as of: (i) the end of the 21st day following Consultant's receipt of the Separation Agreement, if Consultant does not execute the Separation Agreement by such date; or (ii) the end of the day on which Consultant revokes the Separation Agreement.

(b) **Termination upon Breach.** Upon agreement by the majority of the Client's Board of Directors (the "**Board**"), the Client may terminate this Agreement at any time immediately due to a material breach by Consultant if the Board has determined that Consultant has committed a "material breach". The parties agree that a "**Material Breach**" by Consultant shall occur if she: (i) breaches any material obligations of this Agreement, the Separation Agreement or her Invention, Non-Disclosure and Non-Compete Agreement; or (ii) violates local, state, or federal laws, which results in harm to the Client or its business reputation.

(c) **Voluntary Termination.** Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to Client.

14.3 Effect of Termination. Upon any termination or expiration of this Agreement, Consultant (i) shall immediately discontinue all use of Client's Confidential Information delivered under this Agreement; (ii) shall delete any such Client Confidential Information from Consultant's computer storage or any other media, including, but not limited to, online and off-line libraries; and (iii) shall return to Client, or, at Client's option, destroy, all copies of such Confidential Information then in Consultant's possession. In the event the Client terminates this Agreement, or if Consultant terminates this Agreement, Consultant will not receive any additional consulting fees or other compensation for services performed after the date of termination, other than as set forth herein. Additionally, notwithstanding anything to the contrary herein or in the Plan or Option Documents, in the event the Consultant terminates this Agreement for any reason (including pursuant to Section 14.2(c)), or if Client terminates for Material Breach pursuant to 14.2(b), Consultant shall no longer be deemed in Continuous Service (as defined in the Separation Agreement) as of such termination date for purposes of vesting of the Option. To the extent the Board elects to terminate this Agreement pursuant to a Client Voluntary Termination prior to the expiration of the Term, the remaining Monthly Fees shall be paid monthly until expiration of the Term.

14.4 Survival. The rights and obligations contained in Sections 3-6, 8-9, 12, 14.3 and 15-21 will survive any termination or expiration of this Agreement.

15. Successors and Assigns. Consultant may not subcontract or otherwise delegate her obligations under this Agreement without Client's prior written consent. Client may assign this Agreement. Subject to the foregoing, this Agreement will be for the benefit of Client's successors and assigns, and will be binding on Consultant's subcontractors or delegates.

16. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by overnight courier

upon written verification of receipt; or (ii) by telecopy, email, or facsimile transmission upon acknowledgment of receipt of electronic transmission. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

17. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Illinois, as such laws are applied to agreements entered into and to be performed entirely within Illinois between Illinois residents. Any suit involving this Agreement shall be brought in a court sitting in Illinois. The parties agree that venue shall be proper in such courts, and that such courts will have personal jurisdiction over them.

18. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

19. Waiver. The waiver by Client of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.

20. Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate and attorneys' fees).

Entire Agreement. This Agreement is being entered into as part of the Separation Agreement between the Client and Consultant, and, per Section 14.2(a), will only remain in effect if Consultant executes this Agreement and the Separation Agreement (and does not subsequently revoke the Separation Agreement). This Agreement and the Separation Agreement constitute the entire understanding of the parties relating to the subject matter and supersedes any previous oral or written communications, representations, understanding, or agreement between the parties concerning such subject matter. This Agreement shall not be changed, modified, supplemented or amended except by express written agreement signed by Consultant and the Client. The parties have entered into separate agreements related to Consultant's previous employment relationship with Client. These separate agreements govern the previous employment relationship between Consultant and Client, have or may have provisions that survive termination of Consultant's relationship with Client (including under this Agreement), may be amended or superseded without regard to this Agreement, and are enforceable according to their terms without regard to the enforcement provision of this Agreement. With respect to the Consultant's Option, to the extent of any inconsistency or conflict between the terms of this Agreement (including the Separation Agreement) and the terms of the Plan or Option Documents, the terms of this Agreement (including the Separation Agreement) shall govern.

[SIGNATURE PAGE TO FOLLOW]

“CLIENT”

“CONSULTANT”

MAXCYTE, INC.

AMANDA MURPHY

By: _____

Date

Date

MAXCYTE, INC.
STOCK OPTION GRANT NOTICE
(2021 INDUCEMENT PLAN)

MaxCyte, Inc. (the “*Company*”), pursuant to its 2021 Inducement Plan (the “*Plan*”), has granted to you (“*Optionholder*”) an option to purchase the number of shares of the Common Stock set forth below (the “*Option*”). Your Option is subject to all of the terms and conditions as set forth in this Stock Option Grant Notice (the “*Grant Notice*”) and in the Plan, the Stock Option Agreement and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Stock Option Agreement shall have the meanings set forth in the Plan or the Stock Option Agreement, as applicable.

Optionholder:	_____
Date of Grant:	_____
Vesting Commencement Date:	_____
Number of Shares of Common Stock Subject to Option:	_____
Exercise Price (Per Share):	_____
Total Exercise Price:	_____
Expiration Date:	_____

Type of Grant: Nonstatutory Stock Option

Exercise and Vesting Schedule: Subject to the Optionholder’s Continuous Service through each applicable vesting date, the Option will vest as follows:

Optionholder Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The Option is governed by the Grant Notice, and the provisions of the Plan, the Stock Option Agreement and the Notice of Exercise, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Stock Option Agreement (together, the “*Option Agreement*”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.
- You consent to receive this Grant Notice, the Stock Option Agreement, the Plan and any other Plan-related documents (including the Prospectus) by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.
- You have read and are familiar with the provisions of the Plan, the Grant Notice, the Stock Option Agreement, the Notice of Exercise and the Prospectus. In the event of any conflict between the provisions in this Grant Notice, the Option Agreement, the Notice of Exercise, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- The Option Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to you and any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this Option.
- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other

Standard Stock Option Grant Package

transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

MAXCYTE, INC.

OPTIONHOLDER:

By: _____
Signature

By: _____
Signature

Title: _____

Date: _____

Date: _____

ATTACHMENTS: Stock Option Agreement, 2021 Inducement Plan, Notice of Exercise

ATTACHMENT I
STOCK OPTION AGREEMENT

MAXCYTE, INC.
2021 INDUCEMENT PLAN

STOCK OPTION AGREEMENT

As reflected by your Stock Option Grant Notice (“**Grant Notice**”), MaxCyte, Inc. (the “**Company**”) has granted you an option under its 2021 Inducement Plan (the “**Plan**”) to purchase a number of shares of Common Stock at the exercise price indicated in your Grant Notice (the “**Option**”). Capitalized terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the meanings set forth in the Grant Notice or Plan, as applicable. The terms of your Option as specified in the Grant Notice and this Stock Option Agreement constitute your Option Agreement.

The general terms and conditions applicable to your Option are as follows:

1. GOVERNING PLAN DOCUMENT. Your Option is subject to all the provisions of the Plan, including but not limited to the provisions in:

(a) Section 6 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Corporate Transaction on your Option;

(b) Section 9(e) of the Plan regarding the Company’s retained rights to terminate your Continuous Service notwithstanding the grant of the Option; and

(c) Section 8 of the Plan regarding the tax consequences of your Option.

Your Option is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the Option Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. EXERCISE.

(a) You may generally exercise the vested portion of your Option for whole shares of Common Stock at any time during its term by delivery of payment of the exercise price and applicable withholding taxes and other required documentation to the Plan Administrator in accordance with the exercise procedures established by the Plan Administrator, which may include an electronic submission. Please review Sections 4(i), 4(j) and 7(b)(v) of the Plan, which may restrict or prohibit your ability to exercise your Option during certain periods.

(b) To the extent permitted by Applicable Law, you may pay your Option exercise price as follows:

(i) cash, check, bank draft or money order;

(ii) subject to Company and/or Committee consent at the time of exercise, pursuant to a “cashless exercise” program as further described in Section 4(c)(ii) of the Plan if at the time of exercise the Common Stock is publicly traded;

(iii) subject to Company and/or Committee consent at the time of exercise, by delivery of previously owned shares of Common Stock as further described in Section 4(c)(iii) of the Plan; or

(iv) subject to Company and/or Committee consent at the time of exercise, by a “net exercise” arrangement as further described in Section 4(c)(iv) of the Plan.

(c) By accepting your Option, you agree that you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the “**Lock-Up Period**”); *provided, however*, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. You also agree that any transferee of any shares of Common Stock (or other securities) of the Company held by you will be bound by this Section 2(c). The underwriters of the Company’s stock are intended third party beneficiaries of this Section 2(c) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

3. TERM. You may not exercise your Option before the commencement of its term or after its term expires. The term of your Option commences on the Date of Grant and expires upon the earliest of the following:

- (a) immediately upon the termination of your Continuous Service for Cause;
- (b) three months after the termination of your Continuous Service for any reason other than Cause, Disability or death;
- (c) 12 months after the termination of your Continuous Service due to your Disability;
- (d) 18 months after your death if you die during your Continuous Service;
- (e) immediately upon a Corporate Transaction if the Board has determined that the Option will terminate in connection with a Corporate Transaction;
- (f) the Expiration Date indicated in your Grant Notice; or
- (g) the day before the 10th anniversary of the Date of Grant.

Notwithstanding the foregoing, if you die during the period provided in Section 3(b) or 3(c) above, the term of your Option shall not expire until the earlier of (i) 18 months after your death, (ii) upon any termination of the Option in connection with a Corporate Transaction, (iii) the Expiration Date indicated in your Grant Notice, or (iv) the day before the tenth anniversary of the Date of Grant. Additionally, the Post-Termination Exercise Period of your Option may be extended as provided in Section 4(i) of the Plan.

4. WITHHOLDING OBLIGATIONS. As further provided in Section 8 of the Plan: (a) you may not exercise your Option unless the applicable tax withholding obligations are satisfied, and (b) at the time you exercise your Option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a “cashless exercise” pursuant to a program developed under Regulation T

as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with the exercise of your Option in accordance with the withholding procedures established by the Company. Accordingly, you may not be able to exercise your Option even though the Option is vested, and the Company shall have no obligation to issue shares of Common Stock subject to your Option, unless and until such obligations are satisfied. In the event that the amount of the Company's withholding obligation in connection with your Option was greater than the amount actually withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

5. TRANSFERABILITY. Except as otherwise provided in Section 4(e) of the Plan, your Option is not transferable, except by will or by the applicable laws of descent and distribution, and is exercisable during your life only by you.

6. CORPORATE TRANSACTION. Your Option is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

7. NO LIABILITY FOR TAXES. As a condition to accepting the Option, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from the Option or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the Option and have either done so or knowingly and voluntarily declined to do so. Additionally, you acknowledge that the Option is exempt from Section 409A only if the exercise price is at least equal to the "fair market value" of the Common Stock on the date of grant as determined by the Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Option. Additionally, as a condition to accepting the Option, you agree not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the Internal Revenue Service asserts that such exercise is less than the "fair market value" of the Common Stock on the date of grant as subsequently determined by the Internal Revenue Service.

8. SEVERABILITY. If any part of this Option Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Option Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Option Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid

9. OTHER DOCUMENTS. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge and agree to be subject to the Company's Trading Policy, which such Trading Policy has been or will be made available to you.

10. QUESTIONS. If you have questions regarding these or any other terms and conditions applicable to your Option, including a summary of the applicable federal income tax consequences please see the Prospectus.

* * * *



ATTACHMENT II
2021 INDUCEMENT PLAN

ATTACHMENT III
NOTICE OF EXERCISE

MAXCYTE, INC.

(2021 INDUCEMENT PLAN)

NOTICE OF EXERCISE

MAXCYTE, INC.
9713 KEY WEST AVENUE
ROCKVILLE, MD 20850

Date of Exercise: _____

This constitutes notice to MaxCyte, Inc. (the “*Company*”) that I elect to purchase the below number of shares of Common Stock of the Company (the “*Shares*”) by exercising my Option for the price set forth below. Capitalized terms not explicitly defined in this Notice of Exercise but defined in the Grant Notice, Option Agreement or 2021 Inducement Plan (the “*Plan*”) shall have the meanings set forth therein, as applicable. Use of certain payment methods is subject to Company and/or Committee consent and certain additional requirements set forth in the Option Agreement and the Plan.

Type of option: Nonstatutory

Date of Grant:

Number of Shares as to
which Option is
exercised:

Certificates to be issued
in name of:

Total exercise price: \$ _____

Cash, check, bank draft or
money order delivered
herewith: \$ _____

Value of _____
Shares delivered herewith: \$ _____

Regulation T Program
(cashless exercise) \$ _____

Value of _____
Shares pursuant to net
exercise: \$ _____

By this exercise, I agree (i) to provide such additional documents as the Company may require pursuant to the terms of the Plan and (ii) to satisfy the tax withholding obligations, if any, relating to the exercise of this Option as set forth in the Option Agreement.

I further agree that, if required by the Company (or a representative of the underwriters) in connection with the first underwritten registration of the offering of any securities of the Company under the Securities Act, I will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act (or such longer period as the underwriters or the Company shall request to facilitate compliance with FINRA Rule 2241 or any successor or similar rule or regulation) (the “**Lock-Up Period**”). I further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period.

Very truly yours,

MAXCYTE, INC.
RSU AWARD GRANT NOTICE
(2022 EQUITY INCENTIVE PLAN)

MaxCyte, Inc. (the “*Company*”), pursuant to its 2022 Equity Incentive Plan (the “*Plan*”) has awarded to you (the “*Participant*”) the number of restricted stock units specified, and on the terms set forth, below (the “*RSU Award*”). Your RSU Award is subject to all of the terms and conditions set forth herein and in the Plan and the Award Agreement (the “*Agreement*”), both of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant: _____
 Date of Grant: _____
 Vesting Commencement Date: _____
 Number of Restricted Stock Units: _____

Vesting Schedule: [_____].
 Notwithstanding the foregoing, vesting shall terminate upon Participant’s termination of Continuous Service.

Issuance Schedule: One share of Common Stock will be issued for each restricted stock unit which vests at the time set forth in Section 5 of the Agreement.

Participant Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The RSU Award is governed by this RSU Award Grant Notice (the “*Grant Notice*”), and the provisions of the Plan and the Agreement, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Agreement (together, the “*RSU Award Agreement*”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.
- You have read and are familiar with the provisions of the Plan, the RSU Award Agreement and the Prospectus. In the event of any conflict between the provisions in the RSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- The RSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award.

MAXCYTE, INC.
 By: _____
 Signature
 Title: _____
 Date: _____

PARTICIPANT:
 By: _____
 Signature
 Date: _____

ATTACHMENTS: RSU Award Agreement, 2022 Equity Incentive Plan



ATTACHMENT I
AWARD AGREEMENT

1.

271951464 v2

MAXCYTE, INC.
2022 EQUITY INCENTIVE PLAN
RSU AWARD AGREEMENT

As reflected by your Restricted Stock Unit Grant Notice (“**Grant Notice**”), MaxCyte, Inc. (the “**Company**”) has granted you a RSU Award under its 2022 Equity Incentive Plan (the “**Plan**”) for the number of restricted stock units indicated in your Grant Notice (the “**RSU Award**”). The terms of your RSU Award as specified in this Award Agreement for your RSU Award (the “**Agreement**”) and the Grant Notice constitute your “**RSU Award Agreement**”. Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your RSU Award are as follows:

1. GOVERNING PLAN DOCUMENT. Your RSU Award is subject to all the provisions of the Plan, including but not limited to the provisions in:

(a) Section 6 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Corporate Transaction on your RSU Award;

(b) Section 9(f) of the Plan regarding the Company’s retained rights to terminate your Continuous Service notwithstanding the grant of the RSU Award; and

(c) Section 8 of the Plan regarding the tax consequences of your RSU Award.

Your RSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the RSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. GRANT OF THE RSU AWARD. This RSU Award represents your right to be issued on a future date the number of shares of the Company’s Common Stock that is equal to the number of restricted stock units indicated in the Grant Notice as modified to reflect any Capitalization Adjustment and subject to your satisfaction of the vesting conditions set forth therein (the “**Restricted Stock Units**”). Any additional Restricted Stock Units that become subject to the RSU Award pursuant to Capitalization Adjustments as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units covered by your RSU Award.

3. DIVIDENDS. You shall receive no benefit or adjustment to your RSU Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment as provided in the Plan; provided, however, that this sentence shall not apply with respect to any shares of Common Stock that are delivered to you in connection with your RSU Award after such shares have been delivered to you.

4. **WITHHOLDING OBLIGATIONS.** As further provided in Section 8 of the Plan, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with your RSU Award (the “**Withholding Obligation**”) in accordance with the withholding procedures established by the Company. Unless the Withholding Obligation is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the RSU Award. In the event the Withholding Obligation of the Company arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Withholding Obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

5. **DATE OF ISSUANCE.**

(a) The issuance of shares in respect of the Restricted Stock Units is intended to comply with Treasury Regulations Section 1.409A-1(b)(4) and will be construed and administered in such a manner. Subject to the satisfaction of the Withholding Obligation, if any, in the event one or more Restricted Stock Units vests, the Company shall issue to you one (1) share of Common Stock for each Restricted Stock Unit that vests on the applicable vesting date(s) (subject to any adjustment under Section 3 above, and subject to any different provisions in the Grant Notice). Each issuance date determined by this paragraph is referred to as an “**Original Issuance Date**.”

(b) If the Original Issuance Date falls on a date that is not a business day, delivery shall instead occur on the next following business day.

In addition, if:

(i) the Original Issuance Date does not occur (1) during an “open window period” applicable to you, as determined by the Company in accordance with the Company’s then-effective policy on trading in Company securities, or (2) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company’s policies (a “**10b5-1 Arrangement**”)), and

(ii) either (1) a Withholding Obligation does not apply, or (2) the Company decides, prior to the Original Issuance Date, (A) not to satisfy the Withholding Obligation by withholding shares of Common Stock from the shares otherwise due, on the Original Issuance Date, to you under this Award, and (B) not to permit you to enter into a “same day sale” commitment with a broker-dealer (including but not limited to a commitment under a 10b5-1 Arrangement) and (C) not to permit you to pay your Withholding Obligation in cash,

(iii) then the shares that would otherwise be issued to you on the Original Issuance Date will not be delivered on such Original Issuance Date and will instead be delivered on the first business day when you are not prohibited from selling shares of the Company’s Common Stock in the open public market, but in no event later than December 31 of the calendar

year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Common Stock under this Award are no longer subject to a “substantial risk of forfeiture” within the meaning of Treasury Regulations Section 1.409A-1(d).

(c) In addition and notwithstanding the foregoing, no shares of Common Stock issuable to you under this Section 5 as a result of the vesting of one or more Restricted Stock Units will be delivered to you until any filings that may be required pursuant to the Hart-Scott-Rodino (“**HSR**”) Act in connection with the issuance of such shares have been filed and any required waiting period under the HSR Act has expired or been terminated (any such filings and/or waiting period required pursuant to HSR, the “**HSR Requirements**”). If the HSR Requirements apply to the issuance of any shares of Common Stock issuable to you under this Section 5 upon vesting of one or more Restricted Stock Units, such shares of Common Stock will not be issued on the Original Issuance Date and will instead be issued on the first business day on or following the date when all such HSR Requirements are satisfied and when you are permitted to sell shares of Common Stock on an established stock exchange or stock market, as determined by the Company in accordance with the Company’s then-effective policy on trading in Company securities. Notwithstanding the foregoing, the issuance date for any shares of Common Stock delayed under this Section 5(c) shall in no event be later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), unless a later issuance date is permitted without incurring adverse tax consequences under Section 409A of the Code or other Applicable Law.

(d) To the extent the RSU Award is a Non-Exempt RSU Award, the provisions of Section 11 of the Plan shall apply.

6. TRANSFERABILITY. Except as otherwise provided in the Plan, your RSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

7. CORPORATE TRANSACTION. Your RSU Award is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. NO LIABILITY FOR TAXES. As a condition to accepting the RSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from the RSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the RSU Award and have either done so or knowingly and voluntarily declined to do so.

9. SEVERABILITY. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if

possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

10. OTHER DOCUMENTS. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge and agree to be subject to the Company's Trading Policy, which such Trading Policy has been or will be made available to you.

11. QUESTIONS. If you have questions regarding these or any other terms and conditions applicable to your RSU Award, including a summary of the applicable federal income tax consequences please see the Prospectus.

ATTACHMENT II
2022 EQUITY INCENTIVE PLAN

6.

271951464 v2

MAXCYTE, INC.
STOCK OPTION GRANT NOTICE
(2022 EQUITY INCENTIVE PLAN)

MaxCyte, Inc. (the “*Company*”), pursuant to its 2022 Equity Incentive Plan (the “*Plan*”), has granted to you (“*Optionholder*”) an option to purchase the number of shares of the Common Stock set forth below (the “*Option*”). Your Option is subject to all of the terms and conditions as set forth in this Stock Option Grant Notice (the “*Grant Notice*”) and in the Plan, the Stock Option Agreement and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Stock Option Agreement shall have the meanings set forth in the Plan or the Stock Option Agreement, as applicable.

Optionholder: _____
 Date of Grant: _____
 Vesting Commencement Date: _____
 Number of Shares of Common Stock Subject to Option: _____
 Exercise Price (Per Share): _____
 Total Exercise Price: _____
 Expiration Date: _____

Type of Grant: [Incentive Stock Option] OR [Nonstatutory Stock Option]

Exercise and Vesting Schedule: Subject to the Optionholder’s Continuous Service through each applicable vesting date, the Option will vest as follows:

Optionholder Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The Option is governed by the Grant Notice, and the provisions of the Plan, the Stock Option Agreement and the Notice of Exercise, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Stock Option Agreement (together, the “*Option Agreement*”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.
- If the Option is designated an Incentive Stock Option, it (plus other outstanding Incentive Stock Options granted to you) cannot be first exercisable for more than \$100,000 in value (measured by exercise price) in any calendar year. Any excess over \$100,000 is a Nonstatutory Stock Option.
- You consent to receive this Grant Notice, the Stock Option Agreement, the Plan and any other Plan-related documents (including the Prospectus) by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.
- You have read and are familiar with the provisions of the Plan, the Grant Notice, the Stock Option Agreement, the Notice of Exercise and the Prospectus. In the event of any conflict between the provisions in this Grant Notice, the Option Agreement, the Notice of Exercise, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- The Option Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to you and any written employment agreement, offer



Standard Stock Option Grant Package

letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this Option.

- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

MAXCYTE, INC.

OPTIONHOLDER:

By: _____
Signature

By: _____
Signature

Title: _____

Date: _____

Date: _____

ATTACHMENTS: Stock Option Agreement, 2022 Equity Incentive Plan, Notice of Exercise



ATTACHMENT I
STOCK OPTION AGREEMENT

271951406 v2

MAXCYTE, INC.
2022 EQUITY INCENTIVE PLAN
STOCK OPTION AGREEMENT

As reflected by your Stock Option Grant Notice (“**Grant Notice**”), MaxCyte, Inc. (the “**Company**”) has granted you an option under its 2022 Equity Incentive Plan (the “**Plan**”) to purchase a number of shares of Common Stock at the exercise price indicated in your Grant Notice (the “**Option**”). Capitalized terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the meanings set forth in the Grant Notice or Plan, as applicable. The terms of your Option as specified in the Grant Notice and this Stock Option Agreement constitute your Option Agreement.

The general terms and conditions applicable to your Option are as follows:

1. GOVERNING PLAN DOCUMENT. Your Option is subject to all the provisions of the Plan, including but not limited to the provisions in:

(a) Section 6 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Corporate Transaction on your Option;

(b) Section 9(f) of the Plan regarding the Company’s retained rights to terminate your Continuous Service notwithstanding the grant of the Option; and

(c) Section 8 of the Plan regarding the tax consequences of your Option.

Your Option is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the Option Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. EXERCISE.

(a) You may generally exercise the vested portion of your Option for whole shares of Common Stock at any time during its term by delivery of payment of the exercise price and applicable withholding taxes and other required documentation to the Plan Administrator in accordance with the exercise procedures established by the Plan Administrator, which may include an electronic submission. Please review Sections 4(i), 4(j) and 7(b)(v) of the Plan, which may restrict or prohibit your ability to exercise your Option during certain periods.

(b) To the extent permitted by Applicable Law, you may pay your Option exercise price as follows:

(i) cash, check, bank draft or money order;

(ii) subject to Company and/or Committee consent at the time of exercise, pursuant to a “cashless exercise” program as further described in Section 4(c)(ii) of the Plan if at the time of exercise the Common Stock is publicly traded;

(iii) subject to Company and/or Committee consent at the time of exercise, by delivery of previously owned shares of Common Stock as further described in Section 4(c)(iii) of the Plan; or

(iv) subject to Company and/or Committee consent at the time of exercise, if the Option is a Nonstatutory Stock Option, by a “net exercise” arrangement as further described in Section 4(c)(iv) of the Plan.

(c) By accepting your Option, you agree that you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the “**Lock-Up Period**”); *provided, however*, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. You also agree that any transferee of any shares of Common Stock (or other securities) of the Company held by you will be bound by this Section 2(c). The underwriters of the Company’s stock are intended third party beneficiaries of this Section 2(c) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

3. **TERM.** You may not exercise your Option before the commencement of its term or after its term expires. The term of your Option commences on the Date of Grant and expires upon the earliest of the following:

- (a) immediately upon the termination of your Continuous Service for Cause;
- (b) three months after the termination of your Continuous Service for any reason other than Cause, Disability or death;
- (c) 12 months after the termination of your Continuous Service due to your Disability;
- (d) 18 months after your death if you die during your Continuous Service;
- (e) immediately upon a Corporate Transaction if the Board has determined that the Option will terminate in connection with a Corporate Transaction;
- (f) the Expiration Date indicated in your Grant Notice; or

- (g) the day before the 10th anniversary of the Date of Grant.

Notwithstanding the foregoing, if you die during the period provided in Section 3(b) or 3(c) above, the term of your Option shall not expire until the earlier of (i) 18 months after your death, (ii) upon any termination of the Option in connection with a Corporate Transaction, (iii) the Expiration Date indicated in your Grant Notice, or (iv) the day before the tenth anniversary of the Date of Grant. Additionally, the Post-Termination Exercise Period of your Option may be extended as provided in Section 4(i) of the Plan.

To obtain the federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the date of grant of your Option and ending on the day three months before the date of your Option's exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. If the Company provides for the extended exercisability of your Option under certain circumstances for your benefit, your Option will not necessarily be treated as an Incentive Stock Option if you exercise your Option more than three months after the date your employment terminates.

4. WITHHOLDING OBLIGATIONS. As further provided in Section 8 of the Plan: (a) you may not exercise your Option unless the applicable tax withholding obligations are satisfied, and (b) at the time you exercise your Option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with the exercise of your Option in accordance with the withholding procedures established by the Company. Accordingly, you may not be able to exercise your Option even though the Option is vested, and the Company shall have no obligation to issue shares of Common Stock subject to your Option, unless and until such obligations are satisfied. In the event that the amount of the Company's withholding obligation in connection with your Option was greater than the amount actually withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

5. INCENTIVE STOCK OPTION DISPOSITION REQUIREMENT. If your Option is an Incentive Stock Option, you must notify the Company in writing within 15 days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your Option that occurs within two years after the date of your Option grant or within one year after such shares of Common Stock are transferred upon exercise of your Option. The Company may require that such shares of Common Stock be retained with a particular broker or agent for a designated period of time and/or may establish other procedures to permit tracking of qualifying and disqualifying dispositions of such shares of Common Stock

6. TRANSFERABILITY. Except as otherwise provided in Section 4(e) of the Plan, your Option is not transferable, except by will or by the applicable laws of descent and distribution, and is exercisable during your life only by you.

7. **CORPORATE TRANSACTION.** Your Option is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. **NO LIABILITY FOR TAXES.** As a condition to accepting the Option, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from the Option or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the Option and have either done so or knowingly and voluntarily declined to do so. Additionally, you acknowledge that the Option is exempt from Section 409A only if the exercise price is at least equal to the “fair market value” of the Common Stock on the date of grant as determined by the Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Option. Additionally, as a condition to accepting the Option, you agree not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the Internal Revenue Service asserts that such exercise is less than the “fair market value” of the Common Stock on the date of grant as subsequently determined by the Internal Revenue Service.

9. **SEVERABILITY.** If any part of this Option Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Option Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Option Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid

10. **OTHER DOCUMENTS.** You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge and agree to be subject to the Company’s Trading Policy, which such Trading Policy has been or will be made available to you.

11. **QUESTIONS.** If you have questions regarding these or any other terms and conditions applicable to your Option, including a summary of the applicable federal income tax consequences please see the Prospectus.

* * * *

ATTACHMENT II
2022 EQUITY INCENTIVE PLAN

271951406 v2

ATTACHMENT III
NOTICE OF EXERCISE

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By this exercise, I agree (i) to provide such additional documents as the Company may require pursuant to the terms of the Plan, (ii) to satisfy the tax withholding obligations, if any, relating to the exercise of this Option as set forth in the Option Agreement, and (iii) if this exercise relates to an incentive stock option, to notify the Company in writing within 15 days after the date of any disposition of any of the Shares issued upon exercise of this Option that occurs within two years after the Date of Grant or within one year after such Shares are issued upon exercise of this Option.

I further agree that, if required by the Company (or a representative of the underwriters) in connection with the first underwritten registration of the offering of any securities of the Company under the Securities Act, I will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act (or such longer period as the underwriters or the Company shall request to facilitate compliance with FINRA Rule 2241 or any successor or similar rule or regulation) (the "**Lock-Up Period**"). I further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period.

Very truly yours,

