

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2017

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 001-37345

ADURO BIOTECH, INC.

(Exact name of Registrant as specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

94-3348934
(I.R.S. Employer
Identification No.)

740 Heinz Avenue
Berkeley, California 94710
(Address of principal executive offices including zip code)
Registrant's telephone number, including area code: (510) 848-4400

Securities registered pursuant to Section 12(b) of the Act: Common Stock, Par Value \$0.0001 Per Share; Common stock traded on the Nasdaq Stock Market

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☐ NO ☒

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. YES ☐ NO ☒

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). YES ☒ NO ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405) is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a small reporting company)	Small reporting company	<input type="checkbox"/>
Emerging growth company	<input checked="" type="checkbox"/>		

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

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

The aggregate market value of the Registrant's common stock held by non-affiliates as of June 30, 2017, based on the closing price of the shares of common stock on the Nasdaq Stock Market for such date, was \$546,793,339.

The number of shares of Registrant's Common Stock outstanding as of February 23, 2018 was 81,006,486.

Portions of the Registrant's Definitive Proxy Statement relating to the Annual Meeting of Shareholders, which will be filed with the Securities and Exchange Commission within 120 days after the end of the Registrant's fiscal year ended December 31, 2017, are incorporated by reference into Part III of this Report.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements, other than statements of historical facts contained in this Annual Report on Form 10-K, including statements regarding our future financial condition, business strategy and plans, and objectives of management for future operations, are forward-looking statements. In some cases you can identify these statements by forward-looking words such as “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “could,” “would,” “project,” “plan,” “expect” or the negative or plural of these words or similar expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- the potential of our technology platforms;
- our ability to fund our working capital needs through 2020;
- our ability to develop and commercialize our product candidates;
- our ability to use and expand our technology platforms to build a pipeline of product candidates;
- our ability to obtain and maintain regulatory approval of our product candidates;
- the strength and breadth of our patent portfolio;
- the potential for receipt of additional milestone payments;
- our ability to obtain and adequately protect intellectual property rights for our product candidates;
- our continued reliance of third parties for manufacturing our product candidates, conducting our clinical trials and certain research activities;
- the impact of our decision not to continue to advance development of CRS 207;
- our ability to in-license, acquire, or invest in complementary businesses, technologies, products or assets to further expand or complement our portfolio of product candidates;
- expected timing of our clinical trials; and
- the timing and availability of results of our clinical trials and those of our collaborators.

These statements are only current predictions and are subject to known and unknown risks, uncertainties and other factors that may cause our or our industry’s actual results, levels of activity, performance or achievements to be materially different from those anticipated by the forward-looking statements. We discuss many of these risks in greater detail under the heading “Risk Factors” and elsewhere in this Annual Report on Form 10-K. You should not rely upon forward-looking statements as predictions of future events. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risks and uncertainties.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by law, after the date of this report, we are under no duty to update or revise any of the forward-looking statements, whether as a result of new information, future events or otherwise.

We obtained industry, market and competitive position data in this report from our own internal estimates and research as well as from industry and general publications and research surveys and studies conducted by third parties. These data involve a number of assumptions and limitations, and you are cautioned not to give undue weight to such information or estimates.

Item 1. Business.

Overview

References herein to “we,” “us,” “Company”, and “Aduro” refer to Aduro Biotech, Inc. and its consolidated subsidiaries unless the context specifically states otherwise.

We are an immunotherapy company focused on the discovery, development and commercialization of therapies that transform the treatment of challenging diseases, including cancer. We believe our three technology platforms are uniquely positioned to recruit and direct the immune system by activating cancer-fighting immune cells and inhibiting immune suppressive cells known to allow tumor growth. Product candidates from our STING Pathway Activator, B-select monoclonal antibody, and LADD, or Live, Attenuated, Double-Deleted *Listeria monocytogenes* platforms are designed to stimulate and/or regulate innate and adaptive immune responses, either as single agents or in combination with conventional therapies (i.e. chemotherapy and radiation) as well as other novel immunotherapies. Our diverse technology platforms have led to a strong pipeline of clinical and preclinical candidates, which are being developed for a number of cancer indications. Additionally, our platforms have the potential to generate product candidates that address other therapeutic areas, such as autoimmune and infectious diseases.

Immuno-oncology is an emerging field of cancer therapy that aims to activate the immune system in the tumor microenvironment to create and enhance anti-tumor immune responses, as well as to overcome the immuno-suppressive mechanisms that cancer cells have developed against the immune system. Recent developments in the field of immuno-oncology, including checkpoint inhibitors—therapies which work to remove suppression mechanisms that prevent an immune response against cancer cells—have shown the potential to provide efficacy and extended survival, even in cancers where conventional therapies, such as surgery, chemotherapy and radiotherapy, have failed. The immunotherapy field is rapidly advancing with new immuno-oncology combinations that focus on strengthening therapeutic efficacy in a wide range of cancers. We intend to pursue a broad strategy of combining our technology platforms with conventional and novel therapies, based on their mechanisms of action, safety profiles and versatility.

Our STING Pathway Activator platform is designed to activate the intracellular Stimulator of Interferon Genes, or STING, receptor, resulting in a potent tumor-specific immune response. ADU-S100 is the first STING Pathway Activator compound to enter the clinic and is currently being evaluated in Phase 1 studies both as a monotherapy and in combination with an immune checkpoint inhibitor in patients with cutaneously accessible metastatic solid tumors or lymphomas. Our B-select monoclonal antibody platform includes a proprietary ultra-selective functional screening process to identify antibodies with unique binding properties against a broad range of targets that are being designed to modulate the innate and adaptive arms of the immune system. Our most advanced product candidate from the B-select platform, BION-1301, is being evaluated in a Phase 1 clinical trial in multiple myeloma. In addition, the B-select platform has delivered a number of immune modulating assets currently in research and preclinical development. Our LADD technology platform is based on proprietary attenuated strains of *Listeria* that have been engineered to express tumor-associated antigens to induce specific and targeted immune responses. Our LADD program is focused on the development of personalized LADD, or pLADD, therapeutics that encode and express antigens that are based on protein sequences that result from mutations specific to an individual patient’s tumor (neoantigens). These antigens can be also derived from native protein sequences that are highly expressed in patients with certain tumor types (self antigens).

We are developing a pipeline of proprietary product candidates on our own and have a number of collaborations with leading global pharmaceutical companies to expand our products and technology platforms. We are developing STING Activator product candidates in oncology under our worldwide collaboration with Novartis Pharmaceuticals Corporation, or Novartis, and an anti-CD27 antibody was developed with and is exclusively licensed to, Merck Sharp and Dohme B.V., or Merck. In addition, we have developed self antigen-based LADD product candidates targeting lung and prostate cancers that are licensed to Janssen Biotech Inc., or Janssen. We have intellectual property protection on our STING, B-select monoclonal antibody and LADD technology platforms and each of our product candidates, some of which we believe can be maintained into the 2030s.

Our Proprietary Technology Platforms and Pipeline

We believe our technology platforms – STING Pathway Activators, B-select monoclonal antibodies and LADD - represent innovative approaches in immuno-oncology. Since our product candidates act by leveraging the patient’s own immune system, we believe they have the potential to deliver enhanced efficacy and to be safer and more tolerable than existing therapies, such as chemotherapy and radiotherapy. Based on the mechanisms of action and safety profiles of our technology platforms, we intend to build a deep pipeline of product candidates that can be readily combinable and synergistic with both conventional and novel therapies, such as checkpoint inhibitors. Our vision is to utilize our scientific expertise and understanding of the body’s natural defense systems, including the interplay between the innate and adaptive immune responses, to develop safe and effective therapies for the benefit of patients.

STING Pathway Programs

The STING receptor is known to be a central mediator of innate immunity and is critical for immune surveillance and control of cancer progression. We are pursuing product opportunities that target the STING pathway, both to activate the pathway and to downregulate the pathway. Our proprietary STING Pathway Activator product candidates are synthetic small molecule immune modulators that are designed to target and activate STING. Once activated, the STING receptor initiates a profound innate immune response by signaling through three distinct pathways, inducing the expression of a broad profile of cytokines that activate the development of an effective tumor antigen-specific T cell adaptive immune response. The STING receptor is generally expressed at high levels in immune cells, including dendritic cells. Recent advancements reported in numerous leading scientific journals have created interest in the potential for STING receptor-targeting drug candidates across diverse applications. We are developing STING Pathway Activator product candidates as therapies that are intended to prime and enhance the innate and adaptive immune responses. Our proprietary synthetic STING Pathway Activator product candidates are from a family of compounds known as cyclic dinucleotide, or CDN, molecules and are significantly more potent than naturally occurring CDNs, indicating high translational potential as a therapeutic approach to elicit an effective immune response. Our STING-Blok product candidates are being developed to downregulate the STING pathway, which we believe has potential application in autoimmune and inflammation disease areas. We believe key attributes of our STING Pathway technology platform include:

- *Early Evidence of Potency.* Our STING Pathway Activator product candidates have demonstrated significant anti-tumor activity in preclinical studies.
- *Novel Mechanism.* Our STING Pathway Activator product candidates are designed to initiate broad and strong innate and adaptive immune responses through the activation of the STING receptor signaling pathway.
- *Versatility of Delivery.* We believe our STING Pathway Activator product candidates can be delivered via intratumoral injection, and potentially via new systemic delivery formulations and other novel modalities.
- *Combinability.* Based on their mechanism of action and results from preclinical studies, we believe our STING Pathway Activator product candidates may have synergistic or additive benefits of immune-mediated tumor killing mechanisms when combined with conventional and novel therapies, such as chemotherapy, radiotherapy and checkpoint inhibitors, among others.
- *Ease of Manufacture.* Our STING Pathway Activator product candidates are small molecules manufactured through a relatively simple and cost-effective process.
- *Broad Applicability.* We believe our STING Pathway product candidates will have broad application in oncology and the potential to expand into other therapeutic areas such as infectious and autoimmune diseases.

B-select Antibody Programs

Monoclonal antibodies are an established class of therapeutics that enable specific inhibition or activation of proteins as well as marking specific antigens and their associated cells for destruction. Through in vitro clonal expansion of B-cells (antibody producing cells) and a proprietary ultra-selective functional screening process our B-select technology platform is used to identify antibodies with unique binding properties against a broad range of targets that can modulate the innate and adaptive immune system. Our B-select platform has delivered product candidates in research, preclinical and clinical development. Examples include antagonists and immune checkpoint inhibitors, which are intended to activate the immune system by removing suppression – this is also known as “releasing the brakes” on the immune system. In addition, we have developed agonists, which are unique antibodies that stimulate immune responses when cancer is not detected by the immune system. We believe key attributes of our B-select technology platform include:

- *Early Evidence of Potency.* Our B-select product candidates have demonstrated significant anti-tumor activity in preclinical studies. BION-1301, a humanized antibody that blocks A Proliferation-Inducing Ligand (APRIL) from binding to its receptors, has been shown in preclinical studies to halt tumor growth and overcome drug resistance. The Anti-APRIL antibody demonstrated potent anti-tumor activity in preclinical models of multiple myeloma. The anti-CD27 antibody discovered using the B-select technology platform targets a previously unknown functional epitope conferring unique immunomodulatory activity relevant to cancer immunotherapy. The anti-CTLA-4 antibody is targeting a clinically validated mechanism and has been shown to induce tumor rejection in preclinical models.
- *Novel Mechanism.* Our B-select technology platform is used to identify antibodies with unique binding properties against a broad range of clinically validated and novel targets that can modulate the innate and adaptive arms of the immune system. B-select antibodies can also be used to generate bispecific antibodies with novel mode-of-action.
- *Versatility.* The B-select technology platform has been shown to identify antibodies and product candidates targeted to a broad range of secreted, membrane-bound and transmembrane proteins and entities. The B-select platform has been successfully used in combination with genetically modified mouse strains including those expressing human antibodies.

- *Combinability.* Our B-select product candidates are designed to be used alone or in combination with other therapies, including the pLADD and STING platforms to increase immunotherapy potency and durability.
- *Ease of Manufacture.* B-select product candidates are biologics that can be manufactured through well-established processes.
- *Broad Applicability.* Monoclonal antibodies are an established class of therapeutics to treat cancer as well as infectious and autoimmune diseases.

LADD Programs

We seek to optimize tumor-specific immune responses by engineering our LADD product candidates to express encoded tumor-specific antigens and deliver them to antigen-presenting cells. Antigen-presenting cells, which include dendritic cells, lead to efficient priming of a class of immune cells known as T cells. Once primed, these T cells seek out and eliminate the targeted tumor cells. LADD product candidates can be engineered to express multiple tumor associated antigens. In addition to improved tolerability, our LADD product candidates have been engineered with the deletion of two genes critical for virulence of unmodified *Listeria*: *actA* and *inlB*. The deletion of the *actA* gene prevents the spread of our LADD product candidates from cell to cell, which controls the spread of infection. The deletion of the *inlB* gene prevents the infection of hepatocytes, or liver cells, which can lead to toxicity. We believe key attributes of our LADD technology platform include:

- *Novel Mechanism.* Our LADD product candidates are designed to initiate a powerful innate immune response and drive a targeted, durable adaptive immune response direct toward encoded antigens including patient-specific neoantigens with the pLADD program.
- *Product Candidates Well-tolerated in Clinical Trials.* Through our proprietary deletion of two genes that contribute to *Listeria*'s virulence, we substantially reduce the natural disease-causing properties of *Listeria*, creating stable product candidates suitable for therapeutic use. Our clinical trial experience with LADD product candidates in hundreds of patients to date has shown that the adverse event profile is manageable.
- *Versatility.* Individual LADD product candidates can be engineered to target a wide range of cancers by promoting anti-tumor immune responses against tumor neoantigens that are specific to an individual patient's tumor in our pLADD program as well as antigens broadly associated with specific tumor types as in our LADD product candidates licensed to Janssen.
- *Combinability.* The mechanisms of action and safety profiles of our LADD product candidates may give them the potential for combination with checkpoint inhibitors, chemotherapy and radiotherapy, among other treatment regimens.
- *Repeatable Administration.* Our LADD product candidates are not neutralized by the patient's immune system and are designed for repeat administration, thus allowing a chronic therapy for a sustained tumor antigen-specific response.
- *Cost-effectiveness.* LADD product candidates can be manufactured through a relatively simple and cost-effective fermentation process, and we are adapting our current manufacturing process to produce patient-specific strains for personalized LADD therapy.

Pipeline

Our pipeline of diverse product candidates builds from our STING, B-select, and LADD proprietary technology platforms to create immunotherapies targeting a variety of cancers, as well as infectious and autoimmune diseases.

We envision multiple product opportunities for our STING Pathway technology platform, including our lead molecule ADU-S100. ADU-S100 is the first therapeutic in development specifically targeting STING. In collaboration with Novartis, it is being tested in Phase 1 clinical trials in cutaneously accessible tumors, including breast, head-and-neck, and renal cell cancers as well as melanoma and lymphoma. The trials are designed to evaluate safety and the ability of ADU-S100 to activate the immune system and recruit specialized immune cells to attack the injected tumor, leading to a broad immune response that seeks out and eradicates injected lesions as well as non-injected distant metastases. One trial is evaluating ADU-S100 alone as a monotherapy and our second trial is evaluating ADU-S100 in combination with Novartis' proprietary anti-PD-1 checkpoint inhibitor. Based on their mechanism of action, we believe our STING Activator product candidates may also have synergistic or additive benefits when combined with other cancer therapies.

We are advancing several B-select product candidates which have the potential to yield novel immunotherapies. BION-1301 is our most advanced B-select monoclonal antibody (mAb) that targets, A Proliferation Inducing Ligand (APRIL), which has been associated with the enhancing proliferation and survival of cancer cells and providing chemoresistance and immune suppression. BION-1301 is in a Phase 1 clinical trial in multiple myeloma. Our second B-select mAb is an anti-CD27 antibody that is being developed by Merck under our license agreement. In preclinical studies, CD27 has been recognized as having a critical role in activating a productive anti-cancer (CD8 T-cell) immune response, especially in combination with immune checkpoint inhibitors. We are also in preclinical development of a CTLA-4 checkpoint inhibitor blocking antibody, which is designed to be used alone or in combination with other therapies, including the STING and LADD platforms to increase immunotherapy potency and durability.

Aduro is advancing a program to explore the use of neoantigens, or the tumor markers specific to an individual's cancer and derived from the patient's own tumor cells, in a second generation LADD technology, pLADD. The process to create a patient-specific pLADD therapy begins by a physician removing tumor cells from the patient. These cells are analyzed in order to molecularly characterize (sequence) the tumor, including any mutations that are unique to the patient's own tumor cells. A computational algorithm is used to identify and prioritize tumor neoantigens. Based on this, a LADD strain that includes the patient-specific neoantigens for administration is then created. A Phase 1 study in adults with metastatic colorectal cancer that is microsatellite stable (MSS) is underway. In addition, Janssen licensed two separate LADD product candidates targeting lung and prostate cancers.

Our pipeline of product candidates is depicted in the following chart:



Our Strategy

Our current focus is to discover, develop and commercialize best-in-class cancer therapies based on our STING Pathway, B-select and LADD technology platforms. Key elements of our strategy include:

- **Rapidly advance our product candidates through clinical development and regulatory approval.** We are developing our novel drug candidates by leveraging our proprietary technology platforms and our understanding of combination therapy in immuno-oncology. We have proprietary technology platforms that we believe can generate novel and combinable therapies to target a wide range of cancers with significant unmet medical need. We plan to invest in these technology platforms to develop additional product candidates. We intend to further explore combination opportunities with checkpoint inhibitors, including product candidates from the B-select platform, and other treatment regimens.
- **Maximize the value of our proprietary STING Pathway, B-select and LADD technology platforms through the retention of commercial rights in key markets.** We retain U.S. commercial rights for STING Pathway Activator product candidates in oncology developed in collaboration with Novartis, and we maintain worldwide rights to our STING pathway programs outside of oncology. In addition, we maintain full ownership of our APRIL, CTLA-4 and pLADD product candidates.

- **Expand on the value of our product candidates through collaborations.** We may decide to selectively partner product candidates intended for large and complex oncology indications, in certain geographies and where we believe a partner could bring additional resources and expertise to maximize the value of our product candidates. We entered into strategic collaborations with Novartis for STING Pathway Activator product candidates in oncology, with Merck to advance an anti-CD27 antibody and with Janssen for the treatment of lung and prostate cancers with LADD product candidates. We believe these collaborations have the potential to drive significant value through the extensive capabilities of these organizations.
- **Leverage the expertise of our scientific founders and key advisors to develop innovative technologies at the forefront of the immuno-oncology field.** Our scientific founders and advisors are from some of the world's leading research institutions and have a history of seminal discoveries and significant experience in oncology, immuno-oncology and vaccines. As such, we plan to continue to leverage the collective talent of our scientists, clinicians and a network of highly influential advisors to inform our development strategy and enable our technology to be at the forefront of the immuno-oncology field. We strive to protect our commercially important discoveries and product candidates by applying for, maintaining, and defending our patent rights.

The Aduro Approach to Immuno-Oncology

We believe that our STING Pathway, B-select technology and LADD platforms represent new, significant advancements within the field of immuno-oncology. Our approach is designed to prime and enhance innate and adaptive immune responses against cancer cells. In addition, our technology platforms have the potential for combination with conventional and novel therapies, including other immuno-oncology products that modulate the immune response such as including checkpoint inhibitors that “remove the brakes,” due to the mechanisms of action and safety profiles.

Anti-PD-1/PD-L1 monoclonal antibodies are a class of checkpoint inhibitors. Programmed cell death protein 1, or PD-1, is expressed on the surface of activated T cells, B-cells, and dendritic cells. PD-1 and associated ligands, PD-L1 and PD-L2, negatively regulate immune responses with the ligands expressed on many murine tumor cell lines. Anti-PD-1/PD-L1, target this novel immunosuppressive pathway with the goal of strengthening the anti-tumor T cell response by impairing the interaction of the inhibitory receptor PD-1 on T cells with PD-L1 expressed on tumor cells. While anti-PD-1 therapies have shown efficacy in subsets of patients in several tumor types, not all patients have responded to treatment with anti-PD-1. Based on our work to date, we believe that checkpoint inhibitors when combined with strong adaptive immune cell stimulators can have an amplified anti-tumor effect against poorly immunogenic tumors.

Our STING Pathway Activator technology platform is designed to specifically activate the STING receptor. Once activated, the STING receptor initiates a profound innate immune response, causing the secretion of cytokines that enhance the adaptive immune response against tumor cells. Both our LADD and STING Pathway Activator technology platforms are intended to prime and enhance an innate and adaptive immune response specific for several targets present on tumor cells.

Our B-select technology platform further expands our immunotherapy capabilities to encompass mAbs. Monoclonal antibodies are an established class of therapeutics that enable specific inhibition or activation of proteins as well as marking specific antigens and their associated cells for destruction. Our B-select product candidates include preclinical assets that inhibit clinically validated immune checkpoint pathways. Such immune checkpoint inhibitors could potentially be used alone or in combination with product candidates from our STING Pathway Activator and LADD platforms to increase immunotherapy potency and durability. In addition, we are developing novel preclinical mAbs, which inhibit or activate unique cancer and/or immune response pathways controlling the progression of diverse malignancies.

Using our proprietary method of modifying *Listeria*, we engineer LADD product candidates that are designed to prime and enhance innate and adaptive immune responses specific for several targets present on tumor cells. We have designed our LADD product candidates by deleting two genes critical for the virulence of unmodified *Listeria*. Our LADD product candidates are not neutralized by the patient's immune system, thereby allowing for repeat administration as a chronic therapy which has the potential to deliver a sustained enhancement of tumor antigen-specific T cell immunity.

Our STING Pathway, B-select and LADD technology platforms, alone or in combination, are intended to prime, enhance and sustain an innate and adaptive immune response specific for tumor cells.

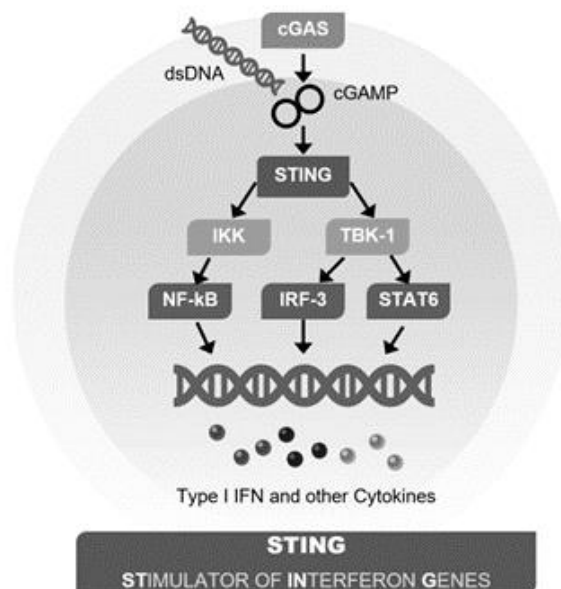
Our Immuno-Oncology Technology Platforms

STING Pathway Technology Platform Overview

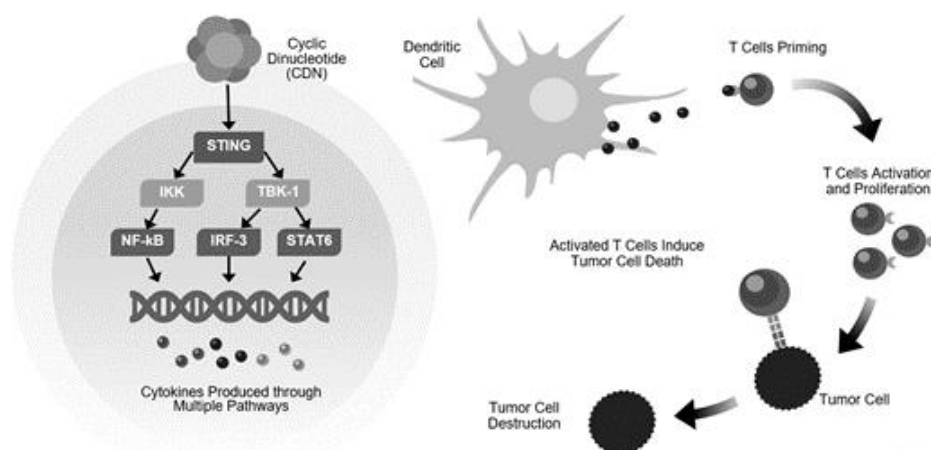
The STING receptor is known to be a central mediator of innate immunity and is critical for immune surveillance. Recent advancements reported in numerous leading scientific journals have generated significant interest and rationale for targeting the STING receptor as a novel therapeutic approach to immuno-oncology. We are developing a portfolio of STING Pathway Activator product candidates, synthetic proprietary small molecule immune modulators that target and activate the STING receptor with applications across diverse diseases. The STING receptor is generally expressed at high levels in immune cells, including dendritic cells, or DCs, and many other cells in the body. Once activated, the STING receptor initiates a profound innate immune response by signaling through at least three distinct pathways, inducing the expression of a broad profile of cytokines, including interferons and chemokines. This cytokine profile subsequently leads to the development of an effective tumor antigen-specific T cell adaptive immune response. We are also pursuing product opportunities that downregulate the STING pathway.

Naturally occurring cyclic dinucleotides, or CDNs, that target the STING receptor are produced by bacteria that secrete CDNs into the host cell or by mammalian cells through cyclic GMP-AMP synthetase, or cGAS. cGAS is a receptor that senses double-stranded (ds) DNA in the cytosol of antigen presenting cells, or APCs, and in response synthesizes a CDN that is structurally distinct from the CDNs produced by bacteria. While both bacterial- and cGAS-produced CDNs target and activate the STING receptor, CDNs produced by cGAS bind more tightly to STING than CDNs produced by bacteria. This stronger binding triggers a larger and more stable change in shape of the STING receptor, leading to the development of a more effective tumor antigen-specific immune response. Additionally, while some of the five known STING alleles in humans respond poorly to CDNs produced by bacteria, all respond to CDNs produced by cGAS. We are advancing through development novel synthetic STING Pathway Activator product candidates that are active in all five known human STING alleles.

We have developed proprietary STING Pathway Activator derivative compounds that are significantly more potent than the natural cGAS-produced molecules, which can be demonstrated by comparing the expression levels the cytokines produced from signaling through three distinct pathways. The NF- κ B pathway induces the expression of numerous pro-inflammatory cytokines, including IL-6 and TNF α that stimulate a variety of immune cells. The IRF-3 pathway leads to the induction of IFN- β and co-regulated genes which orchestrate diverse innate immune responses. The STAT6 pathway leads to expression of chemokines, including CCL2 and CCL20 that are involved in immune cell recruitment. The unique profile of cytokines induced through activating the STING receptor results in strong efficacy in numerous aggressive preclinical mouse models of cancer.



In healthy individuals, DCs and other APCs constantly sample nearby tumor and non-tumor cells. However, in cancer patients, tumors can produce immune-inhibitory molecules which can make the DCs non-functional. We believe the activation of the STING receptor in the tumor microenvironment by intratumoral injection of our proprietary STING Pathway Activator product candidates stimulate the maturation of the DCs, leading to the presentation of antigens found on the individual's unique tumor. The activated tumor-specific T cells induce tumor cell death both locally and systemically, resulting in significant and durable therapeutic efficacy in preclinical tumor models.



STING Activator Product Candidates

We envision multiple immuno-oncology STING Pathway Activator product opportunities as a monotherapy or in combination with other cancer treatments. In preclinical animal models, our data have shown that our proprietary STING Pathway Activator product candidates can be combined with designated recombinant proteins to induce potent antigen-specific CD4⁺ T cells, which recognize foreign antigens and assist in the immune response, and CD8⁺ T cells, which recognize and destroy cells expressing foreign antigens. We believe our STING Pathway Activator product candidates can also be combined with conventional cancer treatments such as chemotherapy and radiotherapy to enhance our STING Pathway product candidates' immune-mediated tumor killing mechanisms. We also believe that our STING Pathway Activator product candidates could alter the nature of the tumor microenvironment, thus allowing for improved responses to checkpoint inhibitors.

ADU-S100

Our lead STING Pathway Activator product candidate is ADU-S100, with proprietary modifications to the mammalian CDN structure designed to optimize stability, STING receptor binding affinity and potency, without significant toxicity. In March 2015, we entered into a worldwide collaboration with Novartis to further advance the research and development of STING agonist candidates in oncology.

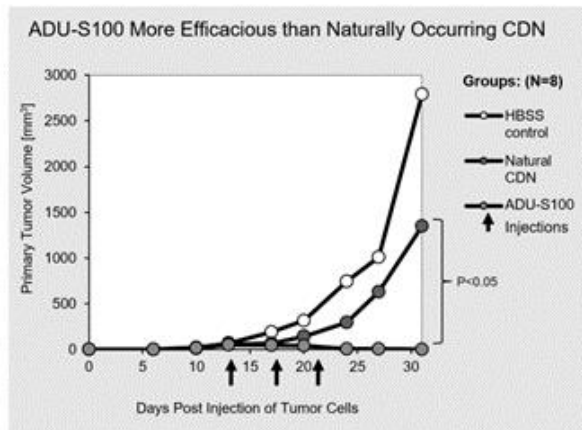
ADU-S100 Preclinical Studies

In preclinical mouse tumor models, Intratumoral, or IT, injection of ADU-S100 induced tumor shrinkage and generated substantial immune responses capable of providing long-lasting systemic antigen-specific T cell immunity to prevent further growth of distal, untreated tumor metastases, a response known as an abscopal effect. Further preclinical studies demonstrated that the abscopal effect is entirely STING receptor-dependent. These data provide the rationale for advancing this novel molecule for the treatment of locally advanced or metastatic cancers.

Further rationale for the approach of IT injection of ADU-S100 is the recent discovery that the STING-dependent innate immune sensing in the tumor microenvironment is a critical step in promoting spontaneous tumor-initiated T cell priming, subsequent infiltration of tumor lymphocytes and tumor regression. Analyses conducted with tumors isolated from melanoma patients have also revealed that tumors containing infiltrating activated T cells are characterized by an IFN- β transcriptional signature. Studies in mice have demonstrated that IFN- β signaling plays a critical role in tumor-initiated T cell priming. We believe that treatment strategies to induce IFN- β signaling and DC activation in the tumor microenvironment to bridge the innate and adaptive immune responses have significant therapeutic potential. IT delivery of our synthetic STING Pathway Activator product candidates activate a tumor-specific T cell response that is unique to the individual's tumor; conceptually, a small molecule approach to patient-specific immuno-oncology treatments.

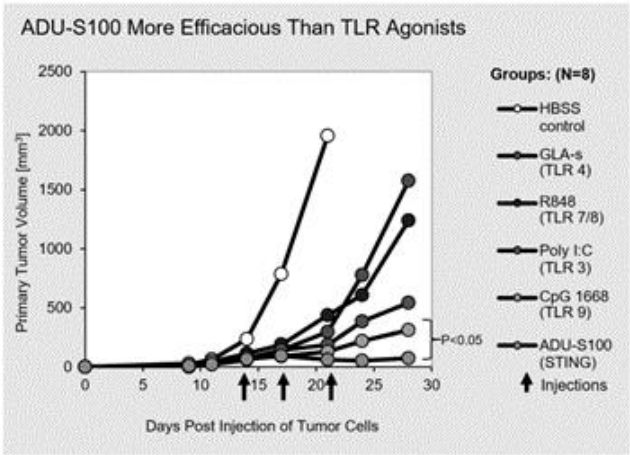
Single Agent ADU-S100 (B16 Melanoma Therapeutic Model)

Proprietary ADU-S100 versus Naturally Occurring cGAS CDN



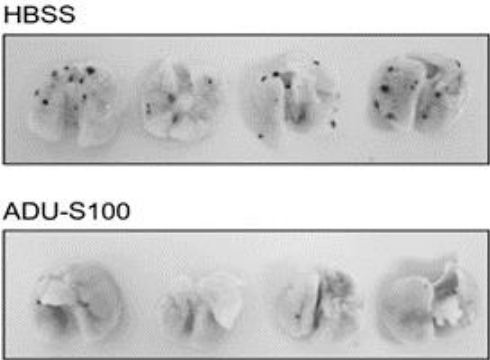
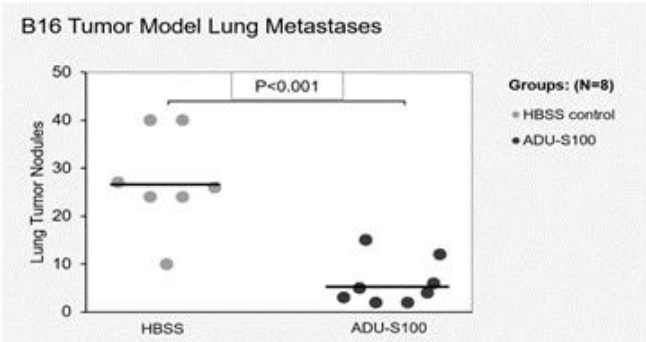
In the preclinical study depicted above, mice were injected with melanoma tumor cells. Once the tumor grew to be 100 mm³, groups of mice were given three consecutive 50 μ g IT doses of a naturally occurring cGAS CDN, or ADU-S100. In addition, one group was treated with Hank's Balanced Salt Solution, or HBSS, as a control. All three doses of the compounds were given over the same one-week period. In this study we demonstrated that ADU-S100 in mice had superior anti-tumor activity as compared to a naturally occurring cGAS CDN.

Proprietary ADU-S100 versus TLR Ligands



In this experiment, similar in design to the prior experiment, mice were injected with melanoma tumor cells and received three IT doses of select compounds over the same one-week period once the tumors grew to be 100 mm³. ADU-S100 was compared to TLR ligand product candidates in order to compare against other innate immune activators which are currently in clinical development by other companies. The doses of the IT injections for the TLR ligands and ADU-S100 were kept constant at 50 µg. While it is appreciated that the doses may not be optimized for each TLR ligand, the same dosing was used for consistency. In addition, one group was treated with HBSS, as a control. The results from this study supported the selection of ADU-S100 for tumor regression and control.

IT STING Activator ADU-S100 Induces a Potent Abscopal Effect (B16 Melanoma Therapeutic Model)



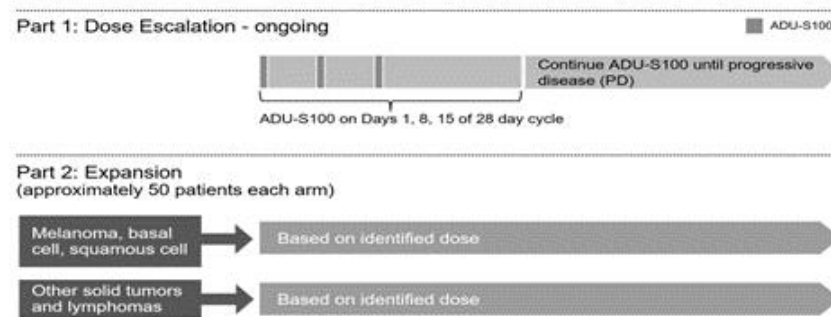
In the preclinical study designed to examine the abscopal effect, mice were injected with melanoma cells on their right flank to create the primary tumor, and also given additional melanoma cells one week later by intravenous injection to create lung metastases, distal tumor lesions. The primary tumor was treated three times over a one-week period with 50 µg of ADU-S100, or HBSS, as a control. On day 28, the lungs were examined to determine the number of lung metastases. Mice treated with ADU-S100 in the primary tumor showed significant inhibition of the treated tumor and additionally demonstrated a significant inhibition of distant lung metastases. The photographs of the lungs are representative of the two treatment groups and show the contrast in the number of lung metastases (black nodules) between the control group, where numerous metastases are visible, and the treatment group, where only a few metastases are visible. Thus, these results show that IT injection with ADU-S100 primes an effective systemic CD8⁺ T cell immune response that significantly inhibits the growth of distal uninjected lesions.

Clinical Status

In March 2015, we established a worldwide collaboration with Novartis to further advance the research and development of STING Pathway Activator product candidates in oncology. We initiated a Phase 1 monotherapy trial of ADU-S100 in the second quarter of 2016. In the third quarter of 2017, we and Novartis initiated a Phase 1 clinical trial of ADU-S100 in combination with Novartis' proprietary anti-PD-1 checkpoint inhibitor, PDR001.

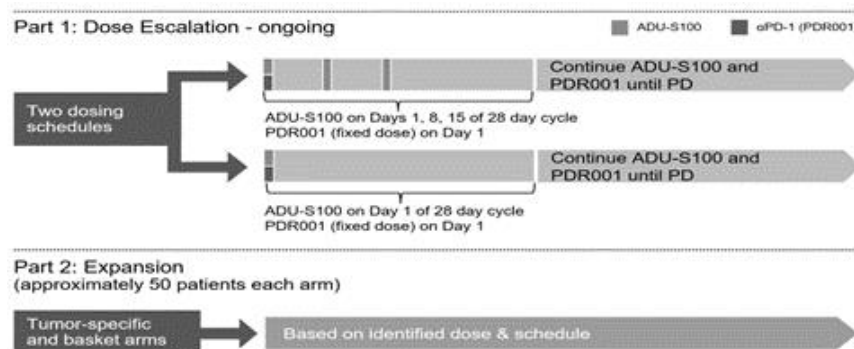
Phase 1 ADU-S100 (Ongoing)

A Phase 1 dose-escalation trial with ADU-S100 is ongoing in collaboration with Novartis. The two-part study is evaluating safety and tolerability of ADU-S100 in patients with cutaneously accessible, treatment-refractory primary or metastatic solid tumors or lymphomas.



Phase 1 ADU-S100 in Combination with Anti-PD-1 (Ongoing)

A Phase 1 dose-escalation trial with ADU-S100 in combination with Novartis' proprietary anti-PD-1 checkpoint inhibitor is ongoing in collaboration with Novartis. The study is evaluating safety and tolerability of the combination in patients with cutaneously accessible, treatment-refractory primary or metastatic solid tumors or lymphomas.



STING Pathway Opportunities

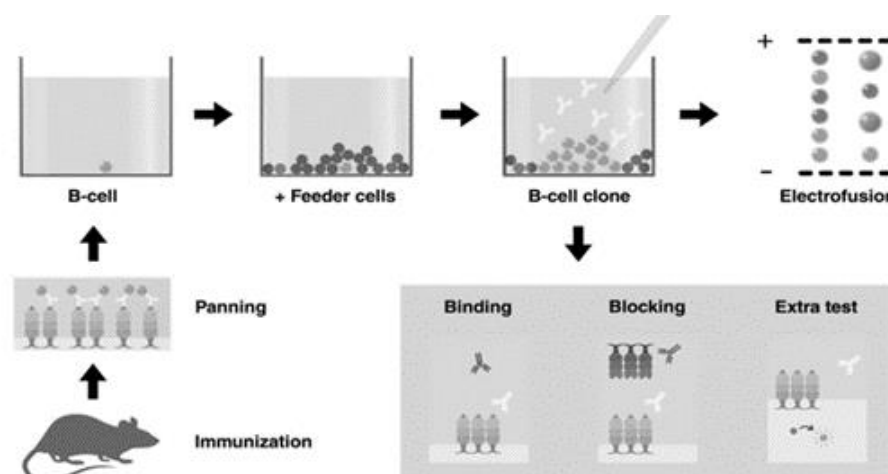
We envision multiple product opportunities for the STING Pathway Activator technology platform. We believe that our STING Activator product candidates can be used as a monotherapy to directly activate the tumor microenvironment, enhancing recognition of the tumor by the immune system and leading to tumor destruction. In preclinical animal models, we have shown that our proprietary STING Activator product candidates can be co-formulated with designated recombinant proteins to induce potent antigen-specific CD4⁺ and CD8⁺ T cell immunity. We believe that due to our STING Activator product candidates' immune-mediated tumor killing mechanisms and ability to alter the nature of the tumor microenvironment, our proprietary STING Activator product candidates could be combined with conventional and novel therapies, such as vaccines, chemotherapy, radiotherapy and checkpoint inhibitors, among others.

In addition, our STING Activator product candidates directly activate natural killer cells and could enhance Antibody-Dependent Cellular Cytotoxicity, or ADCC, tumor cell killing mechanisms, which are a significant mechanism of action of several established monoclonal antibody therapies. Another possible opportunity would be to directly conjugate our STING Activator product candidates to enhance ADCC. We also believe that our STING pathway product candidates have the potential to be used in treatments for infectious diseases as an adjuvant to enhance existing vaccines or in formulations for new products.

In our STING-Blok program, we are developing product candidates that, in contrast to our current STING Activator product candidates that activate the STING receptor, are designed to prevent or control immune responses through the STING pathway. We believe these product candidates may have broad application in the treatment of autoimmune diseases and inflammation.

B-Select Technology Platform Overview

Aduro's B-select platform employs a proprietary ultra-selective functional screening process to identify antibodies with unique binding properties against a broad range of targets that can modulate the immune system. The technology is based on in vitro clonal expansion of B-cells (antibody-producing cells) that have been specifically selected (using panning procedures) from the spleen or lymph nodes of immunized animals. Using a proprietary feeder cell-line, the in vitro clonal expansion of B-cells induces proliferation of the isolated (single) B-cells into a clone of 750-1,000 B-cells. While expanding, B-cell clones secrete antibodies, which can be tested to evaluate the characteristics. Only B-cell clones that harbor the pre-defined product candidate characteristics are immortalized by a proprietary electrofusion technology. Overall, this procedure is capable of rescuing one of every two antigen-specific B-cells induced in mice. This level of efficiency enables exploration of the full repertoire of B-cells induced to uncover unique antibodies with pre-specified function (the 'needles in the haystack') towards validated and novel proprietary targets.



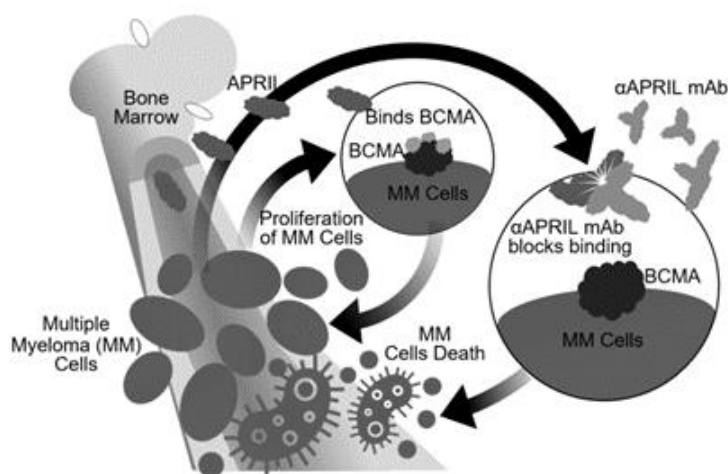
B-Select Product Candidates

APRIL

We have established that A Proliferation-Inducing Ligand (APRIL) plays a crucial part in the protective bone marrow tumor microenvironment. APRIL is a ligand for the receptors the B-cell maturation antigen, or BCMA, and transmembrane activator and CAML interactor, or TACI, and mediates important B-cell functions. In preclinical studies, APRIL, was shown to be critically involved in the survival, proliferation and chemoresistance of multiple myeloma tumor cells through binding of its receptor BCMA, and APRIL upregulated mechanisms of immune resistance, involving PD-L1, IL-10, TGF- β , and other factors. APRIL serum levels are enhanced in patients diagnosed with multiple myeloma (MM), chronic lymphocytic leukemia (CLL), and colorectal carcinoma and correlate with poor prognosis.

BION-1301

Our anti-APRIL antibody, BION-1301, is our most advanced proprietary B-select mAb, and is being developed as a novel therapy for multiple myeloma. BION-1301, a humanized antibody that blocks APRIL from binding to both receptors BCMA and TACI, has been shown in preclinical studies to halt tumor growth and overcome resistance to MM drugs such as lenalidomide and bortezomib. In addition, BION-1301 has been shown in preclinical studies to inhibit immune suppressive effects of regulatory T cells via TACI which differentiates it from other BCMA targeting approaches such as anti-BCMA bispecifics, antibody drug conjugates and CAR T cells which use only BCMA for MM cell killing.



Multiple Myeloma Overview

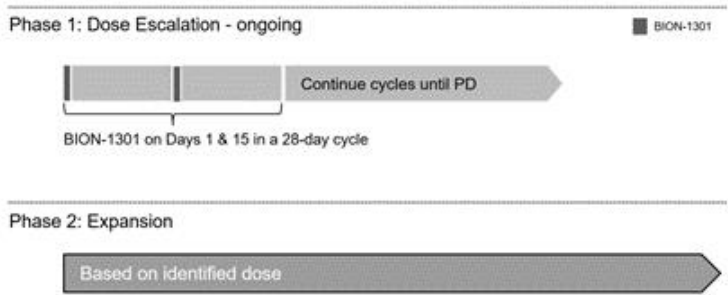
Multiple myeloma is a cancer formed by malignant plasma cells. Normal plasma cells are found in the bone marrow and are an important part of the immune system. Often no symptoms are initially noticed, but when the disease is advanced, bone pain, frequent infections, kidney dysfunction, and anemia may occur. Complications may include amyloidosis. Globally, the 2015 incidence of multiple myeloma was estimated at 124,200 and the annual mortality was approximately 87,000. In the United States, the 2016 incidence was estimated at 30,300 new cases and the annual mortality was approximately 12,650. Despite new treatments recently approved in multiple myeloma, this disease remains incurable as patients relapse, or become resistant to currently-available therapies.

Clinical Status

In December 2017, we initiated a Phase 1/2 clinical trial of BION-1301 in multiple myeloma.

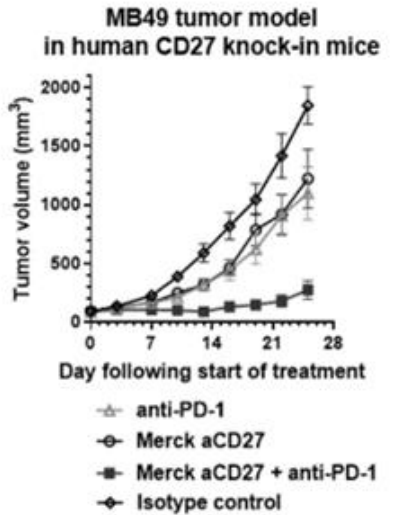
Phase 1/2 BION-1301 (Ongoing)

The Phase 1/2 is a two-part, multi-center, open-label study designed to evaluate the safety and activity of BION-1301 in patients with relapsed or refractory multiple myeloma whose disease has progressed after at least three prior systemic therapies, including immunomodulatory drugs, or iMiDs, proteasome inhibitors, chemotherapies, or monoclonal antibodies. The Phase 1 part of the study will evaluate the safety, pharmacokinetics and pharmacodynamics of escalating doses of BION-1301. Once the recommended Phase 2 dose is determined, the Phase 2 part of the study will assess the safety and preliminary activity of BION-1301 at the selected dose, with a primary activity endpoint of objective response rate.



CD27

CD27 is a co-stimulatory receptor expressed on different immune cells, such as T-lymphocytes and NK cells. It has been recognized as having a critical role in priming, enhancing and sustaining a productive anti-cancer (CD8 T-cell) adaptive immune response. In preclinical studies, anti-CD27 activation in combination with immune checkpoint inhibition has demonstrated enhanced tumor rejection. We believe our anti-CD27 antibody, which is exclusively licensed to Merck and is being advanced under our license agreement, is distinct because it targets a functional epitope on CD27 that has demonstrated potent activation of the CD27 co-stimulatory pathway in preclinical studies. Our anti-CD27 antibody is currently in preclinical development.



In the figure above, the effect of the anti-CD27 antibody that is being advanced by Merck is illustrated in the MB49 syngeneic mouse model, which is partially sensitive to single agent anti-PD-1 or anti-CD27. As shown, the combination of anti-CD27 activation and PD-1 immune checkpoint inhibition results in enhanced tumor rejection.

CTLA-4

CTLA-4 is a negative regulator of T cell responses, also known as an immune checkpoint. During T cell priming, CTLA-4 directly inhibits co-stimulation by binding of CD80 (B7-1) and/or CD86 (B7-2) on the APC and thereby preventing their interaction with CD28 on the T cell. Blocking CTLA-4 using antibodies has been clinically validated in advanced melanoma. Furthermore, experimental and clinical evidence points towards combination activity of CTLA-4 and PD-1 inhibitors in the treatment of advanced melanoma and other cancers. Based on preclinical models, we believe that CTLA-4 checkpoint inhibitors when combined with strong innate and adaptive immune cell stimulators, such as the STING pathway agonist ADU-S100 as well as LADD-based cancer vaccines, can have an amplified anti-tumor effect against poorly immunogenic tumors. We are developing a proprietary CTLA-4 blocking antibody that could potentially be used alone or in combination with our B-Select product candidates, as well as with the LADD and STING Pathway Activator platforms to increase immunotherapy potency and durability. Our anti-CTLA-4 antibody is being advanced through preclinical development.

LADD Technology Platform Overview

Listeria monocytogenes is a natural bacterium that has inherent characteristics to recruit and activate natural killer, or NK, cells, triggering a strong and immediate innate immune response. Our LADD technology platform modifies *Listeria* in two ways: (1) by deleting two genes, significantly attenuating *Listeria* virulence and (2) by engineering the bacterium to express and secrete tumor antigens which prime and enhance an adaptive immune response in the form of a T cell attack specifically against tumor cells.

There are a number of desirable features of the natural biology of *Listeria* that make it an attractive platform for immuno-oncology drug development, in particular is its ability to induce strong innate and adaptive immune responses by stimulation of CD4+ and CD8+ T cell immunity. There are also practical features of *Listeria*-based therapies, including (1) that they are not neutralized by the patient's antibody response, (2) they are designed for repeat administration, and (3) they can be manufactured through a relatively simple and cost-effective fermentation process. We believe we have developed a LADD technology platform that is safe yet retains the potency of the natural, or unmodified, bacteria.

We designed our LADD technology platform by deleting two genes critical to the bacterium's natural virulence, *actA* and *inlB*, which are required for the spread from one cell to another and the infection of hepatocytes, respectively. Our method of attenuation results in the complete deletion of *actA* and *inlB* virulence genes, and as a result we believe there is no possibility for reversion to unmodified *Listeria*. The attenuated strain of bacteria is then modified with new genetic material to encode and express specific tumor antigens via site-specific insertion of antigen expression cassettes into the chromosome of the attenuated platform strain.

Upon intravenous administration, our LADD product candidates initially target APCs, including DCs. DCs circulate in the blood stream and continuously monitor their environment for danger signals by sampling proteins known as antigens from dying tumor cells and pathogens such as *Listeria*. Activated DCs release cytokines and process the sampled antigens and present them on the cell surface to be recognized by T cells, thereby training the T cells to specifically target the presented antigens. In this way, DCs are initiators of both the innate and adaptive immune responses, as illustrated in the figure below. Our LADD product candidates are designed to leverage the combined effect of broad-based innate immune responses and antigen-specific T cell responses to initiate destruction of tumor cells while sparing normal tissue.

To date, patients treated with our LADD product candidates have experienced drug-related side effects, some of which were Grade 3 adverse events, or AEs, which are considered moderate, and some of which were Grade 4 AEs which are considered severe. Examples of the AEs experienced include fevers, chills, nausea, vomiting, fatigue, headaches, hypotension and listeriosis among others.

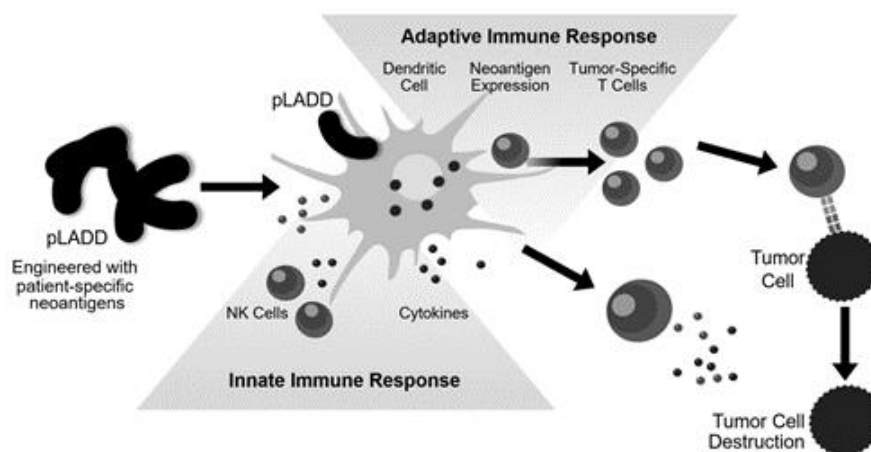
Our internal LADD program is focused on the development of personalized LADD therapeutics that encode and express antigens that are based on protein sequences that result from mutations specific to an individual patient's tumor (neoantigens). These antigens can also be derived from native protein sequences that are highly expressed in patients with certain tumor types (self antigens). We have outlicensed two product candidates based on self antigen-based LADD, ADU-214 and ADU-741, to Janssen.

LADD-based Product Candidates

Personalized LADD

Personalized LADD, or pLADD, is a second-generation LADD technology that leverages the immune-stimulating activity of the *Listeria* bacterial vector in combination with neoantigens, which are unique, patient-specific tumor markers exclusively expressed in an individual's tumor cells. Once administered, pLADD therapies are expected to mobilize the immune system in two ways—first, through the immediate recognition of the presence of *Listeria* as being foreign, and subsequently, through a specific and customized immune attack on cells containing the tumor neoantigens presented by pLADD. We believe the pLADD technology platform is well-

suited to maximize the potential benefit of personalized therapy through the ability to engineer the therapy with multiple tumor-specific neoantigens using a small-scale manufacturing process.



The process to create a patient-specific pLADD therapy begins by a physician removing tumor cells from the patient. These cells are analyzed in order to obtain sequence data, including any mutations that are unique to the patient's own tumor. A unique computational algorithm is used to identify and prioritize the patient's neoantigens. We then create a LADD strain that includes patient-specific neoantigens for administration.

Preclinical Data with pLADD

Preclinical data showed that pLADD induced a robust immune response, including broad innate immune responses involving cytokines and chemokines, as well as antigen-specific adaptive T cell responses. In preclinical models, pLADD remodeled the tumor microenvironment, significantly increasing the CD8 T effector cell counts and decreasing the counts of regulatory T cells (Tregs). The combination of pLADD with an anti-PD-1 agent led to a sustained immune response and significant inhibition of tumor growth in these models.

pLADD in Microsatellite Stable Colorectal Cancer

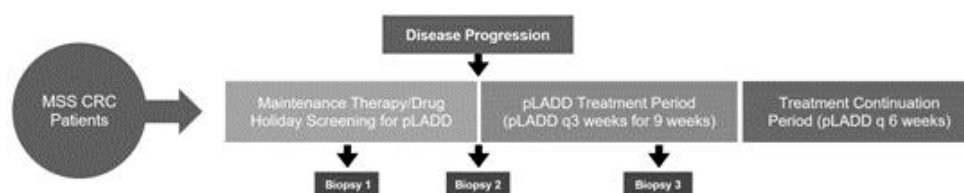
According to Globocan, there were an estimated 134,000 new cases of colorectal cancer diagnosed in the United States in 2012 and 1.3 million new cases of colorectal cancer diagnosed worldwide in 2012. Approximately 80-85% of colorectal cancer patients are classified as microsatellite stable, or MSS. In general, MSS tumors have fewer mutations than microsatellite unstable tumors and are not responsive to immune checkpoint inhibitor monotherapy, such as anti-PD-1. We believe pLADD may be effective in this patient population due to its unique mechanism of action.

Clinical Status

In December 2016, we entered into an exclusive license agreement with Stanford University for neoantigen identification technology developed by Dr. Hanlee Ji, associate professor of medicine at Stanford, for use in *Listeria*-based therapeutics. In September 2017, we initiated a Phase 1 clinical trial of pLADD in microsatellite stable colorectal cancer.

Phase 1 pLADD (Ongoing)

The Phase 1 single arm clinical trial is designed to evaluate the safety and tolerability of pLADD, a personalized immunotherapy using patient-specific neoantigens and Aduro's proprietary LADD platform technology. The trial is seeking to enroll patients with metastatic colorectal cancer that is microsatellite stable. Patients will receive their patient specific immunotherapy according to the schedule depicted below. The trial is being conducted in collaboration with Stanford University School of Medicine.



ADU-214 in Lung Cancer

ADU-214 is a bivalent LADD product candidate expressing EGFRvIII and mesothelin, and is licensed to Janssen, which has exclusive rights for LADD product candidates for lung cancer indications and exclusive rights to develop and commercialize LADD product candidates expressing these antigens for any and all uses.

Lung Cancer Overview

Lung cancer causes more deaths than the next three leading causes of cancer deaths—colon, breast and prostate cancers—combined. According to Globocan, there were an estimated 214,000 new cases of lung cancer diagnosed in the United States in 2012 and 1.8 million new cases of lung cancer diagnosed worldwide in 2012.

Clinical Status

In November 2014, we entered into an agreement whereby we granted Janssen an exclusive, worldwide license to certain product candidates engineered for the treatment of lung cancer and certain other cancers based on our novel LADD technology platform for any and all uses. Under the agreement we are eligible to receive significant development, regulatory and commercialization milestone payments up to a potential total of \$817.0 million. Janssen will have exclusive rights to develop and commercialize LADD product candidates in lung cancer and will assume responsibility for all research, development, manufacturing, regulatory and commercialization activities for the licensed products.

Phase 1 (Ongoing)

Janssen initiated the Phase 1 trial in lung cancer in the fourth quarter of 2015. The Phase 1 study is evaluating intravenous administration of ADU-214 in patients with advanced or metastatic non-small cell lung cancer.

ADU-741 in Prostate Cancer

ADU-741 is a LADD product candidate engineered to express multiple antigens, and is under partnership with Janssen, which has exclusive rights to certain LADD-based product candidates specifically engineered for the treatment of prostate cancer.

In May 2014, we entered into an agreement whereby we granted Janssen an exclusive, worldwide license to certain product candidates specifically engineered for the treatment of prostate cancer, based on our novel LADD technology platform for any and all uses. We are eligible to receive up to a potential total of \$365.0 million in upfront fees and development and commercialization milestones. Janssen will have exclusive rights to develop and commercialize LADD product candidates in prostate cancer and will assume responsibility for all research, development, manufacturing, regulatory and commercialization activities for the licensed products.

Janssen is continuing to evaluate ADU-741 in nonclinical combination approaches to treat prostate cancer.

Manufacturing

Overview

We rely on third-party contract manufacturing organizations, or CMOs, to produce our product candidates for clinical use and currently do not own or operate manufacturing facilities. We have established manufacturing processes and supply and quality agreements for all of the investigational agents used in our ongoing clinical trials. We require that our CMOs produce bulk drug substances and finished drug products in accordance with current Good Manufacturing Practices, or cGMPs, and all other applicable laws and regulations. We may continue to rely on CMOs to manufacture our products for commercial sale. We maintain agreements with potential and existing manufacturers that include confidentiality and intellectual property provisions to protect our proprietary rights.

STING Pathway Activator Product Candidates

Manufacturing of our STING Activator product candidates generally encompasses both the chemical synthesis of the active pharmaceutical ingredient, or API, and its formulation and fill/finish of the final product. The synthetic process for the manufacture of our STING Activator product candidates is a trade secret and we retain control and ownership of the process. We have contracts with a CMO to produce, release and stability test the ADU-S100 API and drug product. Under our collaboration agreement with Novartis, Novartis has manufacturing rights for the manufacture of ADU-S100.

B-Select Product Candidates

Manufacturing of B-select product candidates includes generation of engineered cell lines that express and secrete the antibody product candidates. After selection of clones that secrete the desired amounts of product candidates, cell banks are generated and stored to preserve identity and characteristics. Process development, upstream and downstream, is undertaken to select optimal conditions for growth and productivity, quality standards and yield. In addition, activities are undertaken to identify formulation composition to establish stability characteristics. We contract with a CMO to develop, produce and release drug substance and drug product for our antibody candidates targeting APRIL and CTLA-4.

Personalized LADD Product Candidates

The process to create a patient-specific pLADD therapy begins by a physician removing tumor cells from the patient. These cells are analyzed in order to sequence the tumor cells, including any mutations that are unique to the patient's own tumor cells. Unique predictive algorithms for antigen processing are used to identify pertinent tumor antigens. We then create a LADD strain that includes the patient-specific neoantigens for administration.

Once the strain is constructed for a specific patient, the pLADD product candidates are produced through a fermentation process and then concentrated and purified. The drug substance is formulated with cryopreservative and filled into vials that are inspected, labeled and frozen as final drug product. We have contracts with a CMO to produce and release pLADD product candidates.

Intellectual Property

Intellectual property is of vital importance in our field and in biotechnology generally. We seek to protect and enhance proprietary technology, inventions, and improvements that are commercially important to the development of our business by seeking, maintaining, and defending patent rights, whether developed internally or licensed from third parties. We will also seek to rely on protections afforded through data exclusivity, patent term extensions and regulatory exclusivity, where available.

Through licensing and through developing our own portfolio, we have rights to more than 150 issued patents and more than 300 pending applications in the United States and foreign countries. Families within the portfolio are directed to our STING Pathway Activator, our B-select Product candidates and our LADD technology platforms.

STING Activator Family

We own and license families of patents and patent applications directed to our STING Activator product candidates, which target the STING receptor, which, would expire, or if issued would expire, between 2025 and 2038. In particular, we own two issued U.S. patents that expire in 2034; two pending U.S. patent applications and corresponding pending foreign patent applications directed to stereochemically pure cyclic purine dinucleotides and certain other substituted cyclic purine dinucleotides, which if issued would expire in 2033 and 2034; and one pending U.S. patent application and corresponding pending foreign patent applications, one provisional patent application and two international applications directed to certain substituted cyclic purine dinucleotides, which if issued would expire in 2036, 2037 and 2038, not including any patent term extensions that may be available under U.S. laws and assuming continued payment of any applicable fees. Within this portfolio are U.S. and international patent applications directed to compositions and methods for activating STING utilizing our STING Activator product candidates that are jointly owned with the Regents of the University of California, and which, if issued, would expire in 2034. Also within this portfolio are U.S. and international patent applications directed to the use of our STING Activator product candidates in conjunction with cytokine expressing cells, for instance GM-CSF-expressing cells, that are owned jointly with JHU, and which, if issued, would expire in 2033. We also license a family of patents from Karagen Pharmaceuticals directed to certain STING Activator molecules and their use in modulating immune response in a patient, which expire in 2025, not including any patent term extensions that may be available under U.S. laws and assuming continued payment of any applicable fees; a family of patents from the Regents of the University of California also directed to certain STING Activator molecules and their uses that, if issued, would expire in 2034; and a family of patents from a consortium of universities led by Memorial Sloan Kettering also directed to certain STING Activator molecules and their uses that, if issued, would expire in 2034.

B-Select Technology Platform

We own three issued U.S. patents, seven pending U.S. patent applications, including corresponding foreign issued patents and patent applications, and several priority filings to cover our B-cell product candidates and use thereof. The issued U.S. patents that we own expire between 2030 and 2031, not including any patent term extensions that may be available under U.S. laws. Regarding the pending patents application, if these claims were to be issued, they could extend protection for such products until 2038.

LADD Technology Platform

We own eighteen issued U.S. patents, eight pending U.S. patent applications, and corresponding foreign issued patents and patent applications, and additionally we are the exclusive licensee to families of patents and patent applications, all relating to our LADD technology platform. The issued U.S. patents that we own expire between 2024 and 2036, not including any patent term extensions that may be available under U.S. laws. The patents and patent applications, if issued, cover attenuated *Listeria* strains that have deleted or disrupted genomic *actA* and *inlB* virulence genes in conjunction with the expression of non-*Listeria* polypeptides, as well as to *Listeria* strains that are engineered to express non-*Listeria* polypeptides, including cancer antigens or fragments thereof. There are also patents and patent applications, if issued, that cover proprietary antigen expression cassettes and methods which are applicable to *Listeria* generally and not limited to any particular strain or method of attenuation.

Antigen Expression

Within this portfolio are issued U.S. patents and pending U.S. applications, and corresponding foreign issued patents and patent applications, directed to *Listeria* strains that are engineered to express particular cancer antigens or fragments thereof, including mesothelin, SSX2, PAP, NKX3.1, PSMA, EGFRvIII, and NY-ESO-1. This portfolio includes U.S. patents covering CRS-207, which expire in 2024 and 2026, not giving effect to any potential patent term adjustment or extension that may be available on a jurisdictional basis and assuming payment of all appropriate maintenance, renewal, annuity or other governmental fees. We have also filed U.S. and international patent applications directed to a modified *actA* fusion protein and to specific product candidates, which, if issued, would cover ADU-623, ADU-214, ADU-741 and our future LADD product candidates. If patents with such claims are issued, they could extend the technology platform patent protection for such products until 2037.

EGFRvIII Family

Within this portfolio are two issued U.S. patents and pending U.S. and corresponding foreign patent applications that we co-own with Providence Health & Services—Oregon, a family of patent applications that are directed to *Listeria* strains that express EGFRvIII antigen. This technology is included in our ADU-623, ADU-214 and other product candidates. The issued U.S. patent expires in 2031, not including any patent term extensions that may be available under U.S. laws and assuming continued payment of any applicable fees.

Combination Therapy with LADD

Additionally, within this portfolio are U.S. patents and pending applications directed to compositions that can be used in conjunction with or as an adjuvant to the LADD technology platform. For example, we have an issued U.S. patent directed to a method of enhancing an immune response to mesothelin by administering a boost dose of an attenuated *Listeria* that encodes an active mesothelin antigen after administration of an effective amount of an inactivated tumor cell that encodes GM-CSF. This patent expires in 2027, not including any patent term extensions that may be available under U.S. laws and assuming continued payment of any applicable fees. In addition, we have an issued U.S. patent and corresponding foreign applications directed to a method of treating cancer by administering an attenuated *Listeria* that encodes an active portion of a cancer antigen after administration of an effective amount of radiotherapy as a primary therapy, and also after administration of an effective amount of an inactivated tumor cell that encodes GM-CSF and the cancer antigen. This patent expires in 2031, not including any patent term extensions that may be available under U.S. laws.

Other Technology

In addition to the technologies described in detail above, we license or own other intellectual property directed to compositions and methods that could be used in conjunction with our *Listeria* technology platform. The intellectual property is directed to, for example, methods of administering our *Listeria* products in conjunction with other therapeutics. Additionally, we have licensed technology from UC Berkeley that enables us to integrate expression sequences more easily into *Listeria* and allows us to develop multivalent vaccines more quickly and efficiently. We have an exclusive license to this technology, which expires in 2022, subject to any extensions or disclaimers of the licensed patents.

General Considerations

As with other biopharmaceutical companies, our ability to maintain and solidify a proprietary position for our product candidates will depend upon our success in obtaining effective patent claims that cover such product candidates and their intended methods of use, and enforcing those claims once granted.

The term of a patent that covers an FDA-approved drug or biologic may be eligible for patent term extension, which provides patent term restoration as compensation for the patent term lost during the FDA regulatory review process. The Drug Price Competition and Patent Term Restoration Act of 1984, or the Hatch-Waxman Act, permits a patent term extension of up to five years beyond the expiration of the patent. The length of the patent term extension is related to the length of time the drug or biologic is under regulatory review. Patent extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval and only one patent applicable to an approved drug or biologic may be extended. Similar provisions are available in Europe and other foreign jurisdictions to extend the term of a patent that covers an approved drug or biologic. In the future, if and when our biopharmaceutical products receive FDA approval, we expect to apply for patent term extensions on patents covering those products.

Many biopharmaceutical companies, biotechnology companies and academic institutions are competing with us in the field of oncology and filing patent applications potentially relevant to our business. Even when a third-party patent is identified, we may conclude upon a thorough analysis, that we do not infringe upon the patent or that the patent is invalid. If the third-party patent owner disagrees with our conclusion, we may be subject to patent litigation. Alternatively, we might decide to initiate litigation in an attempt to have a court or tribunal declare the third-party patent invalid or non-infringed by our activity. In either scenario, patent litigation typically is costly and time-consuming, and the outcome can be favorable or unfavorable.

In addition to patents, we rely upon unpatented trade secrets, know-how and continuing technological innovation to develop and maintain a competitive position. We seek to protect our proprietary information, in part, through confidentiality agreements with our employees, collaborators, contractors and consultants, and invention assignment agreements with our employees. We also have agreements with some of our consultants that require them to assign to us any inventions created as a result of their working with us. The confidentiality agreements are designed to protect our proprietary information and, in the case of agreements or clauses requiring invention assignment, to grant us ownership of technologies that are developed through a relationship with a third party.

Our commercial success will depend in part upon not infringing upon the proprietary rights of third parties. It is uncertain whether the issuance of any third-party patent would require us or our licensee(s) to alter our development or commercial strategies, obtain licenses, or cease certain activities. The biopharmaceutical industry is characterized by extensive litigation regarding patents and other intellectual property rights. If a third party commences a patent infringement action against us, or our licensee(s), it could consume significant financial and management resources, regardless of the merit of the claims or the outcome of the litigation.

We may rely, in some circumstances, on trade secrets to protect our technology. However, trade secrets can be difficult to protect. We seek to protect our proprietary technology and processes, in part, by entering into confidentiality agreements with our employees, consultants, scientific advisors and contractors. We also seek to preserve the integrity and confidentiality of our data and trade secrets by maintaining physical security of our premises and physical and electronic security of our information technology systems. While we have confidence in these individuals, organizations and systems, agreements or security measures may be breached, and we may not have adequate remedies for any breach. In addition, our trade secrets may otherwise become known or be independently discovered by competitors. To the extent that our consultants, contractors or collaborators use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions.

Collaborations

Novartis Agreement

In March 2015, we entered into a collaboration and license agreement with Novartis Pharmaceuticals Corporation, or Novartis, pursuant to which we are collaborating worldwide with Novartis regarding the development and commercialization of product candidates containing an agonist of the molecular target known as STING in the field of oncology, including immuno-oncology and cancer vaccines. Under this agreement, or the Novartis Agreement, we granted Novartis a co-exclusive license to develop such products worldwide, an exclusive license to commercialize such products outside the United States and a non-exclusive license to support us in commercializing such products in the United States if we request such support. The collaboration is guided by a joint steering committee with each party having final decision making authority regarding specified areas of development or commercialization.

Under the Novartis Agreement, we received an upfront payment of \$200.0 million from Novartis in April 2015. In 2016, we earned a \$35.0 million development milestone upon initiation of a Phase 1 trial for the first STING product candidate, ADU-S100. We are eligible to receive up to an additional \$215.0 million in development milestones and up to an additional \$250.0 million in regulatory approval milestones.

We are responsible for 38% of the joint development costs worldwide and Novartis is responsible for the remaining 62% of the joint development costs worldwide.

We will also receive 50% of gross profits on sales of any products commercialized pursuant to this collaboration in the United States and 45% of gross profits for specified European countries and Japan. For each of these profit share countries, each party will be responsible for its respective commercial sharing percentage of all joint commercialization costs incurred in that country.

For all other countries where we are not sharing profits, Novartis will be responsible for all commercialization costs and will pay us a royalty in the mid-teens on all net sales of product sold by Novartis, its affiliates and sublicensees, with such percentage subject to reduction post patent and data exclusivity expiration and subject to reduction, capped at a specified percentage, for royalties payable to third party licensors. Novartis' royalty obligation will run on a country-by-country basis until the later of expiration of the last valid claim covering the product, expiration of data exclusivity for the product or 12 years after first commercial sale of the product in such country.

With respect to the United States, specified European countries and/or Japan, we may elect for such region to either reduce by 50% or to eliminate in our development and commercialization cost sharing obligation. If we elect to reduce our cost sharing percentage by 50% in any such region, then our profit share in such region will also be reduced by 50%. If we elect to eliminate our development cost sharing obligation, then such region will be removed from the profit share, and instead Novartis will owe us royalties on any net sales of product for such region, as described above.

Janssen ADU-214 Agreement

In November 2014, we entered into a Research and License Agreement, or the Janssen ADU-214 Agreement, with Janssen Biotech Inc., or Janssen, a wholly owned subsidiary of Johnson & Johnson Development Corporation, to develop a drug for the treatment of lung cancer. Under the terms of the Janssen ADU-214 Agreement, we granted Janssen an exclusive, worldwide license to research, develop, manufacture, use, sell and otherwise exploit products containing ADU-214 for any and all uses. Janssen has agreed not to administer or cause to be administered ADU-214 in humans in clinical trials for the treatment of pancreatic cancer or mesothelioma. We were responsible for certain research and development activities from the effective date of the agreement until investigational new drug application, or IND, approval which occurred in the fourth quarter of 2015.

Since execution of the Janssen ADU-214 Agreement, we received an upfront license fee of \$30.0 million and milestone payments of \$21.0 million upon completion of various development activities. Under the terms of the Janssen ADU-214 Agreement, we are eligible to receive future contingent payments up to a total of \$766.0 million composed of development milestones through completion of all Phase 3 clinical trials, as well as regulatory and commercial milestones. The contingent payments are triggered upon the activities expected to be undertaken by Janssen. We are eligible to receive royalties on any net sales of licensed products by Janssen, its affiliates and sublicensees at a rate ranging from high-single digits to low teens based on the aggregate annual net sales of licensed products worldwide and based on the country of sale.

Janssen ADU-741 and GVAX Prostate Agreements

In May 2014, we entered into a Research and License Agreement, or the Janssen ADU-741 Agreement, and a GVAX Prostate License Agreement, or Janssen GVAX Prostate Agreement, with Janssen to collaborate on the development of a drug for the treatment of prostate cancer. Under the terms of the Janssen ADU-741 Agreement, we granted Janssen an exclusive, worldwide license to research, develop, manufacture, use, sell and otherwise exploit products containing ADU-741 for any and all uses. We were responsible for certain research and development activities from the effective date of the agreement until IND approval which occurred in the fourth quarter of 2015.

Since the execution of the Janssen ADU-741 Agreement, we received an upfront payment of \$12.0 million and milestone payments of \$10.0 million upon completion of certain development activities. Under the terms of the Janssen ADU-741 Agreement, we are eligible to receive future contingent payments up to a total of \$343.0 million composed of development milestones through completion of all Phase 3 clinical trials, as well as regulatory and commercial milestones. The contingent payments are triggered upon the activities expected to be undertaken by Janssen. We are eligible to receive royalties on net sales of licensed products by Janssen, its affiliates and sublicensees at a rate ranging from mid-single digits to low teens based on aggregate annual net sales and based on the country of sale.

Under the Janssen GVAX Prostate Agreement, we granted Janssen an exclusive worldwide license to research, develop, manufacture, use, sell and otherwise exploit products containing GVAX Prostate for any and all uses. We received an upfront payment of \$500,000 in May 2014 and are eligible to receive an additional \$2.0 million on the achievement of a specified commercial milestone. In addition, we are eligible to receive royalties in the high single digits based on net sales of the product.

Merck License Agreement

In connection with the acquisition of Aduro Biotech Europe Holdings, Europe B.V., or Aduro Biotech Europe, in October 2015, we became party to an Exclusive Patent and Know How License and Research Collaboration Agreement with Merck Sharp and Dohme B.V. or the Merck Agreement. The Merck Agreement sets forth the parties' respective obligations for development, and commercialization of certain antibody product candidates.

Since the execution of the Merck License Agreement, we have received \$2.0 million in connection with achievement of a development milestone. Under the Merck Agreement we are eligible to receive future contingent payments, including up to \$310.0 million in potential development milestone payments, and up to \$135.0 million in commercial and net sales milestones for a product candidate. In addition, we are eligible to receive royalties in the mid-single digits to low teens based on net sales of the product.

Acquisition of BioNovion Holding B.V.

In September 2015, we entered into a Share Sale Agreement with Aduro Netherlands Coöperatief U.A., a cooperative organized under the laws of the Netherlands and our wholly-owned indirect subsidiary or Aduro Netherlands, BioNovion and the shareholders of BioNovion, or the Sellers. Pursuant to the Share Sale Agreement, Aduro Netherlands acquired all of the issued and outstanding shares of BioNovion from the Sellers for an aggregate purchase price of (i) EUR 14.5 million in cash and (ii) 697,306 shares of our common stock of the Company, subject to a post-closing adjustments based on working capital, net cash and borrowings of BioNovion and its subsidiary as of the closing date. The transaction closed on October 30, 2015.

The Sellers have the opportunity to receive additional contingent payments from Aduro as follows: (i) EUR 6.0 million upon acceptance by the FDA of an investigational new drug application for our anti-CTLA-4 antibody product candidate; and (ii) EUR 20.0 million upon receipt by BioNovion of a US\$40.0 million milestone payment under the Merck Agreement, triggered by marketing authorization for the first indication in the United States for our anti-CD27 antibody product candidate.

Our Research and Development and License Agreements

STING Activator-Based Agreements

Karagen Agreement

In June 2012, we entered into a license agreement with Karagen Pharmaceuticals, Inc., or Karagen, pursuant to which Karagen granted us an exclusive, worldwide, sublicenseable license under certain patents and know-how related to STING Activators to make, develop, use and commercialize products for use in the therapeutic and/or prophylactic treatment of cancer or precancerous conditions and a non-exclusive license to such patents and know-how to make, develop, use and commercialize products for all other uses. Under the agreement, or the Karagen Agreement, we were also granted an option to designate a particular disease or condition to be added to the field of use under our exclusive license. Under the Karagen Agreement, we are obligated to use commercially reasonable efforts to develop and commercialize licensed products in the United States and the European Union.

Under the Karagen Agreement, we are required to make milestone payments totaling up to \$900,000, in aggregate, for the achievement of specified development and regulatory milestones as well as royalties based on net sales of products by us, our affiliates and sublicensees at rates ranging in the low single-digit percentages, determined by whether the disease field is an exclusive or non-exclusive disease field, subject to minimum annual royalties and standard reductions. In addition, we are required to pay Karagen a percentage of consideration received from any sublicensing arrangements ranging from the mid-single digits to the mid-teen digits determined by the current stage of development of the relevant licensed product at the time of the sublicense grant, or by whether we have exercised our option to add a designated field of use to its exclusive license, as applicable.

The Karagen Agreement will expire, on a country-by-country basis, upon the expiration of the last-to-expire valid claim within the licensed patent rights. Either party may terminate the Karagen Agreement upon 90 days' advance written notice in the event of the other party's material breach that is not cured within such 90-day period, and immediately upon notice in the event of the other party's bankruptcy or insolvency. Additionally, we may terminate the Karagen Agreement at will upon 90 days' advance written notice to Karagen.

UCB Vance Agreement

In September 2014, we entered into a license agreement with UCB, granting us an exclusive, worldwide sublicenseable license under certain patent rights covering the use of the STING Activator molecules that activate the STING receptor to make, develop, use and commercialize products, to practice methods and to offer services, in each case that are covered by the licensed patent rights, in all fields of use. Under this agreement, or the UCB Vance Agreement, we are obligated to use commercially reasonable efforts to develop, manufacture and sell licensed products and services and are obligated to achieve specified development and regulatory milestones by specified dates.

Under the UCB Vance Agreement, we paid UCB an upfront fee of \$50,000 in 2014 and are required to make future milestone payments totaling up to \$1.5 million, in the aggregate, upon our achievement of certain specified development and regulatory milestones for the first indication and up to \$250,000 upon our achievement of a specified development and regulatory milestone for each additional indication developed. Under the UCB Vance Agreement, we are obligated to pay UCB royalties based on net sales of licensed products and services sold by us and our sublicensees at a rate in the low single-digit percentages, subject to minimum annual royalties and customary reductions, and a percentage of consideration received from any sublicensing arrangements at rates ranging from the low-single digits to the low thirties, determined by the current stage of development of the relevant licensed product at the time the sublicense is granted.

The UCB Vance Agreement will continue in effect until the expiration of the last-to-expire valid claim within the licensed patent rights. UCB may terminate the agreement upon 90 days' advance written notice in the event of our material breach that is not cured within such 90-day period. We may terminate the agreement at will upon 90 days' advance written notice. UCB may terminate the agreement upon 90 days' advance written notice in the event we challenge the validity or unenforceability of any licensed patent.

Memorial Sloan Kettering Cancer Center Agreement

In December 2014, we entered into a license agreement with Memorial Sloan Kettering Cancer Center, or MSK, The Rockefeller University, Rutgers, The State University of New Jersey, and University of Bonn, collectively the Licensors, pursuant to which we received an exclusive, worldwide, sublicenseable license under certain patents related to STING Activators and a non-exclusive, worldwide, sublicenseable license under specified know-how, in each case to develop, make, have made, use, have used, import, sell, and otherwise commercialize licensed products for use in therapeutic and/or prophylactic treatments in humans. Under the agreement, or the MSK Agreement, we are obligated to use commercially reasonable efforts to develop and commercialize a licensed product, including achieving specified development and regulatory milestones by specified dates. In May and October 2016, the parties amended the license to further expand its scope, which now covers all products covered by the licensed intellectual property.

Under the MSK Agreement, we paid MSK upfront fees of \$50,000 in 2015 and an additional \$2.0 million in 2016 in connection with the second amendment of the MSK Agreement. Under the amended MSK Agreement we are required to pay MSK development and regulatory milestone payments totaling up to \$875,000 for each licensed product and commercialization milestone payments totaling up to \$4.5 million for each licensed product. We are also required to pay MSK royalties based on net sales of licensed products by us and our sublicensees at a rate ranging in the low single digits depending on whether the licensed product is covered by a valid claim of the licensed patents, subject to minimum annual royalties. Our royalty obligation to MSK continues on a country-by-country basis until the later of the expiration of the last patent right covering the licensed product in such country or 10 years from the first commercial sale in such country. We are also obligated to pay MSK a percentage of certain consideration received for the grant of sublicenses, ranging from ten to the mid-twenties.

The MSK Agreement will continue in effect until the expiration of our royalty obligations. Either party may terminate the MSK Agreement upon the other party's uncured material breach that is not cured within 90 days after the breaching party receives notice of such breach. Additionally, the Licensors may terminate the MSK Agreement for our bankruptcy or insolvency or if we fail to pay any undisputed amounts owed under the agreement and do not cure such failure within 30 days after receiving notice of such failure.

Listeria-Related Agreements

UCB Listeria Agreement

In March 2012, we entered into a license agreement with the Regents of the University of California on behalf of its Berkeley campus, or UCB, granting us an exclusive, worldwide, sublicensable license to certain patent rights covering the use of the *Listeria monocytogenes* phage integration vector which accelerates the genetic engineering of *Listeria* to express more than one antigen to make, use, import and commercialize products and to provide services for all fields of use. Under this agreement, or the UCB Listeria Agreement, we are obligated to use commercially reasonable efforts to develop, manufacture and sell licensed products and services and we are obligated to achieve specified development and regulatory milestones by specified dates.

Under the UCB Listeria Agreement, we paid UCB an upfront fee of \$25,000 in 2012 and a milestone payment of \$25,000 in 2013 and are required to make future milestone payments totaling up to \$350,000 upon achievement of certain development and regulatory milestones. We are required to pay an annual license maintenance fee until our first sale of a product covered by the licensed patent rights. Under the UCB Listeria Agreement, we are obligated to pay UCB royalties based on net sales of licensed products and services sold by us and our sublicensees at a rate in the low single digits, subject to minimum annual royalties and customary reductions, and a percentage of certain of our sublicensing revenues ranging from the low-single digits to the low thirties depending on how the product covered by the licensed patent rights is used.

The UCB Listeria Agreement will last until the expiration of the last patent within the licensed patent rights. UCB may terminate the agreement for our uncured material breach upon 90 days' prior written notice and we may terminate the agreement at will upon 90 days' prior written notice to UCB.

Competition

The biotechnology and pharmaceutical industries, and the immuno-oncology subsector, are characterized by rapid evolution of technologies, fierce competition and strong defense of intellectual property. A wide variety of institutions, including large pharmaceutical companies, specialty biotechnology companies, academic research departments and public and private research institutions, are actively developing potentially competitive products and technologies. We face substantial competition from biotechnology and pharmaceutical companies developing immuno-oncology products.

Our competitors in the field of diversified immuno-oncology include: AstraZeneca PLC, Amgen Inc, Bristol-Myers Squibb Company, Celgene Corporation, Eli Lilly and Company, GlaxoSmithKline plc, Incyte Corporation, Janssen Pharmaceuticals, Merck & Co., Novartis AG, Pfizer Inc., Roche Holding Ltd, and Sanofi SA. Our competitors in STING-pathway technology include Merck & Co., Inc. and Spring Bank Pharmaceuticals; and for anti-APRIL include Visterra, Inc.; and for pLADD include Advaxis, Inc.; and for anti-CTLA-4 include Bristol-Myers Squibb Company, respectively. While we believe that our product candidates, technology, knowledge and experience provide us with competitive advantages, we face competition from established and emerging pharmaceutical and biotechnology companies, among others. Any product candidates that we successfully develop and commercialize will compete with existing and new therapies that may become available in the future. The availability of reimbursement from government and other third-party payors will also significantly affect the pricing and competitiveness of our products.

Many of our competitors, either alone or with strategic partners, have substantially greater financial, technical and human resources than we do. Accordingly, our competitors may be more successful than us in obtaining approval for treatments and achieving widespread market acceptance, rendering our treatments obsolete or non-competitive. Accelerated mergers and acquisitions activity in the biotechnology and pharmaceutical industries may result in even more resources being concentrated among a smaller number of our competitors. These companies also compete with us in recruiting and retaining qualified scientific and management personnel, establishing clinical study sites and patient registration for clinical studies and acquiring technologies complementary to, or necessary for, our programs. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies.

Our commercial opportunity could be substantially limited in the event that our competitors develop and commercialize products that are more effective, safer, less toxic, more convenient or cheaper than our comparable products. In geographies that are critical to our commercial success, competitors may also obtain regulatory approvals before us, resulting in our competitors building a strong market position in advance of our product's entry. We believe the factors determining the success of our programs will be the efficacy, safety and convenience of our product candidates.

Government Regulation and Product Approval

As a biopharmaceutical company that operates in the United States and the Netherlands, we are subject to extensive regulation. Federal, state and local government authorities in the United States and in other countries extensively regulate, among other things, the research, development, testing, manufacturing, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, post-approval monitoring and reporting, marketing and export and import of biological and pharmaceutical products such as those we are developing. Our product candidates must be approved by the FDA before they may be legally marketed in the United States and by the appropriate foreign regulatory agency before they may be legally marketed in foreign countries. Generally, our activities in other countries will be subject to regulation that is similar in nature and scope as that imposed in the United States, although there can be important differences. Additionally, some significant aspects of regulation in Europe are addressed in a centralized way, but country-specific regulation remains essential in many respects. The process for obtaining regulatory marketing approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources.

U.S. Product Development Process

In the United States, the FDA regulates pharmaceutical and biological products under the Federal Food, Drug, and Cosmetic Act, or FDCA, and the Public Health Service Act, or PHSA, and the FDA's implementing regulations. Products are also subject to other federal, state and local statutes and regulations. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval, may subject an applicant to administrative or judicial sanctions. FDA sanctions could include, among other actions, refusal to approve pending applications, withdrawal of an approval, a clinical hold, warning letters, product recalls or withdrawals from the market, product seizures, total or partial suspension of production or distribution injunctions, fines, refusals of government contracts, restitution, disgorgement or civil or criminal penalties. Any agency or judicial enforcement action could have a material adverse effect on us. The FDA has limited experience with commercial development of combination immuno-oncology products. The process required by the FDA before a drug or biological product may be marketed in the United States generally involves the following:

- completion of nonclinical laboratory tests and animal studies according to good laboratory practices, or GLPs, and applicable requirements for the humane use of laboratory animals or other applicable regulations;
- submission to the FDA of an IND which must become effective before human clinical trials may begin;
- performance of adequate and well-controlled human clinical trials according to the FDA's regulations commonly referred to as good clinical practices, or GCPs, and any additional requirements for the protection of human research patients and their health information, to establish the safety and efficacy of the product candidate for its intended use;
- submission to the FDA of a BLA for any biologic or an NDA for any drug we seek to market that includes substantive evidence of safety, purity, and potency, or safety and effectiveness from results of nonclinical testing and clinical trials;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities where the product is produced, to assess compliance with cGMP, to assure that the facilities, methods and controls are adequate to preserve the product's identity, strength, quality and purity, and, if applicable, the FDA's current good tissue practices, or GTPs, for the use of human cellular and tissue products;

- potential FDA audit of the nonclinical study and clinical trial sites that generated the data in support of the BLA or NDA; and
- FDA review and approval, or licensure, of the NDA or BLA.

Before testing any product candidate in humans, the product candidate enters the preclinical testing stage. Preclinical tests, also referred to as nonclinical studies, include laboratory evaluations of product chemistry, toxicity and formulation, as well as animal studies to assess the potential safety and activity of the product candidate. The conduct of the preclinical tests must comply with federal regulations and requirements including GLPs. The clinical trial sponsor must submit the results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and a proposed clinical protocol, to the FDA as part of the IND. Some preclinical testing may continue even after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA raises concerns or questions regarding the proposed clinical trials and places the trial on a clinical hold within that 30-day time period. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. The FDA may also impose clinical holds on a product candidate at any time before or during clinical trials due to safety concerns or non-compliance. If the FDA imposes a clinical hold, trials may not recommence without FDA authorization and then only under terms authorized by the FDA. Accordingly, we cannot be sure that submission of an IND will result in the FDA allowing clinical trials to begin, or that, once begun, issues will not arise that suspend or terminate such trials.

Where a recombinant nucleic acid trial is conducted at, or sponsored by, institutions receiving funding for recombinant DNA research from the U.S. National Institutes of Health, or NIH, prior to the submission of an IND to the FDA, a protocol and related documentation is submitted to and the study is registered with the NIH Office of Biotechnology Activities, or OBA, pursuant to the NIH Guidelines for Research Involving Recombinant DNA Molecules, or NIH Guidelines. Compliance with the NIH Guidelines is mandatory for investigators at institutions receiving NIH funds for research involving recombinant DNA, however many companies and other institutions not otherwise subject to the NIH Guidelines voluntarily follow them. The NIH is responsible for convening the Recombinant DNA Advisory Committee, or RAC, a federal advisory committee, which discusses protocols that raise novel or particularly important scientific, safety or ethical considerations at one of its quarterly public meetings. The OBA will notify the FDA of the RAC's decision regarding the necessity for full public review of a protocol. RAC proceedings and reports are posted to the OBA web site and may be accessed by the public.

Clinical trials involve the administration of the product candidate to healthy volunteers or patients under the supervision of qualified investigators, generally physicians not employed by or under the trial sponsor's control (except in the cases of Sponsor-Investigator studies). Clinical trials are conducted under protocols detailing, among other things, the objectives of the clinical trial, dosing procedures, subject selection and exclusion criteria, and the parameters to be used to monitor subject safety, including stopping rules that assure a clinical trial will be stopped if certain adverse events should occur. Each protocol and any amendments to the protocol must be submitted to the FDA as part of the IND. Clinical trials must be conducted and monitored in accordance with the FDA's regulations composing the GCP requirements, including the requirement that all research patients provide informed consent. Further, each clinical trial must be reviewed and approved by an independent institutional review board, or IRB, at or servicing each institution at which the clinical trial will be conducted. An IRB is charged with protecting the welfare and rights of trial participants and considers such items as whether the risks to individuals participating in the clinical trials are minimized and are reasonable in relation to anticipated benefits. The IRB also approves the form and content of the informed consent that must be signed by each clinical trial subject or his or her legal representative and must monitor the clinical trial until completed. Clinical trials of certain biologics also must be reviewed by an institutional biosafety committee, or IBC, a local institutional committee that reviews and oversees basic and clinical research conducted at that institution. The IBC assesses the safety of the research and identifies any potential risk to public health or the environment.

Human clinical trials are typically conducted in three sequential phases that may overlap or be combined:

- Phase 1. The biological product is initially introduced into healthy human patients and tested for safety. In the case of some products for severe or life-threatening diseases, especially when the product may be too inherently toxic to ethically administer to healthy volunteers, the initial human testing is often conducted in patients.
- Phase 2. The biological product is evaluated in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance, optimal dosage and dosing schedule.
- Phase 3. Clinical trials are undertaken to further evaluate dosage, clinical efficacy, potency, and safety in an expanded patient population at geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk to benefit ratio of the product and provide an adequate basis for product labeling.

Post-approval clinical trials, sometimes referred to as Phase 4 clinical trials, may be conducted after initial marketing approval. These clinical trials are used to gather additional information about a product's safety, efficacy, or optimal use. Some of the studies may be required under statute or regulation; others may be trials a sponsor has committed to conduct.

During all phases of clinical development, regulatory agencies require extensive monitoring and auditing of all clinical activities, clinical data, and clinical trial investigators. Quarterly safety reporting is required for marketed products for the first three years after approval. Annual progress reports detailing the results of the clinical trials (for INDs) and changes to the application (for marketed products) must be submitted to the FDA and NIH. Written IND safety reports must be promptly submitted to the FDA, the NIH and the investigators for serious and unexpected adverse events that are considered related to study drug, any findings from other studies, tests in laboratory animals or in vitro testing that suggest a significant risk for human patients, or any clinically important increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator brochure. The sponsor must submit an IND safety report within 15 calendar days after the sponsor determines that the information qualifies for reporting. The sponsor also must notify the FDA of any unexpected fatal or life-threatening adverse reaction that is considered related to study drug within seven calendar days after the sponsor's initial receipt of the information. Phase 1, Phase 2 and Phase 3 clinical trials may not be completed successfully within any specified period, if at all. The FDA or the sponsor or its data safety monitoring board may suspend or terminate a clinical trial at any time on various grounds, including a finding that the research patients are being exposed to an unacceptable health risk, including risks inferred from other unrelated immuno-oncology trials. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the biological product has been associated with unexpected serious harm to patients.

Human immuno-oncology products are a new category of therapeutics. Because this is a relatively new and expanding area of therapeutic interventions, there can be no assurance as to the length of the trial period, the number of patients the FDA will require to be enrolled in the trials in order to establish the safety, efficacy, purity and potency of immuno-oncology products, or that the data generated in these trials will be acceptable to the FDA to support marketing approval.

Concurrently with clinical trials, companies usually complete additional studies and must also develop additional information about the physical characteristics of the product candidate as well as finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. To help reduce the risk of the introduction of adventitious agents with use of biological products, the PHSA emphasizes the importance of manufacturing control for products whose attributes cannot be precisely defined. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other criteria, the sponsor must develop methods for testing the identity, strength, quality, potency and purity of the final biological product. Additionally, appropriate packaging must be selected and tested, and stability studies must be conducted to demonstrate that the biological product candidate does not undergo unacceptable deterioration over its shelf life.

U.S. Review and Approval Processes

After the completion of clinical trials of a product candidate, FDA approval of a BLA or NDA must be obtained before commercial marketing of the product. The BLA or NDA must include results of product development, laboratory and animal studies, human trials, information on the manufacture and composition of the product, proposed labeling and other relevant information. The FDA may grant deferrals for submission of data, or full or partial waivers. The testing and approval processes require substantial time and effort and there can be no assurance that the FDA will accept the BLA or NDA for filing and, even if filed, that any approval will be granted on a timely basis, if at all.

Under the Prescription Drug User Fee Act, or PDUFA, as amended, each BLA or NDA must be accompanied by a significant user fee. The FDA adjusts the PDUFA user fees on an annual basis. PDUFA also imposes an annual product fee for products and an annual establishment fee on facilities used to manufacture prescription biological or drug products. Fee waivers or reductions are available in certain circumstances, including a waiver of the application fee for the first application filed by a small business. Additionally, no user fees are assessed on BLAs or NDAs for products designated as orphan drugs, unless the product also includes a non-orphan indication.

Within 60 days following submission of the application, the FDA reviews a BLA or NDA submitted to determine if it is substantially complete before the agency accepts it for filing. The FDA may refuse to file any BLA or NDA that it deems incomplete or not properly reviewable at the time of submission, and may request additional information. In this event, the BLA or NDA may be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review of the BLA or NDA. The FDA reviews the BLA to determine, among other things, whether the proposed product is safe, potent, and/or effective for its intended use, and has an acceptable purity profile, and in the case of an NDA, whether the product is safe and effective for its intended use, and in each case, whether the product is being manufactured in accordance with cGMP. The FDA may refer applications for novel biological or drug products or biological or drug products that present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions. During the product approval process, the FDA also will determine whether a Risk Evaluation and Mitigation Strategy, or REMS, is necessary to assure the safe use of the product. If the FDA concludes a REMS is needed, the sponsor of the BLA or NDA must submit a proposed REMS. The FDA will not approve a BLA or NDA without a REMS, if required.

Before approving a BLA or NDA, the FDA will inspect the facilities at which the product is manufactured. The FDA will not approve the product unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving a BLA or NDA, the FDA will typically inspect one or more clinical sites to assure that the clinical trials were conducted in compliance with IND trial requirements and GCP requirements. To assure cGMP, GTP and GCP compliance, an applicant must incur significant expenditure of time, money and effort in the areas of training, record keeping, production and quality control.

Notwithstanding the submission of relevant data and information, the FDA may ultimately decide that the BLA or NDA does not satisfy its regulatory criteria for approval and deny approval. Data obtained from clinical trials are not always conclusive and the FDA may interpret data differently than we interpret the same data. If the agency decides not to approve the BLA or NDA in its present form, the FDA will issue a complete response letter that describes all of the specific deficiencies in the BLA or NDA identified by the FDA. The deficiencies identified may be minor, for example, requiring labeling changes, or major, for example, requiring additional clinical trials. Additionally, the complete response letter may include recommended actions that the applicant might take to place the application in a condition for approval. If a complete response letter is issued, the applicant may either resubmit the BLA or NDA, addressing all of the deficiencies identified in the letter, or withdraw the application.

If a product receives regulatory approval, the approval may be significantly limited to specific indications and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product.

Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling. The FDA may impose restrictions and conditions on product distribution, prescribing, or dispensing in the form of a risk management plan, or otherwise limit the scope of any approval. In addition, the FDA may require post marketing clinical trials, sometimes referred to as Phase 4 clinical trials, designed to further assess a biological product's safety and effectiveness, and testing and surveillance programs to monitor the safety of approved products that have been commercialized.

In addition, under the Pediatric Research Equity Act, or PREA, a BLA or supplement to a BLA must contain data to assess the safety and effectiveness of the product for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may grant deferrals for submission of data or full or partial waivers. Unless otherwise required by regulation, PREA does not apply to any product for an indication for which orphan designation has been granted. However, if only one indication for a product has orphan designation, a pediatric assessment may still be required for any applications to market that same product for the non-orphan indication(s).

Orphan Drug Designation

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug or biologic intended to treat a rare disease or condition, which is generally a disease or condition that affects fewer than 200,000 individuals in the United States, or more than 200,000 individuals in the United States and for which there is no reasonable expectation that the cost of developing and making available in the United States a drug or biologic for this type of disease or condition will be recovered from sales in the United States for that drug or biologic. Orphan drug designation must be requested before submitting a BLA. After the FDA grants orphan drug designation, the generic identity of the therapeutic agent and its potential orphan use are disclosed publicly by the FDA. The orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review or approval process.

If a product that has orphan drug designation subsequently receives the first FDA approval for the disease for which it has such designation, the product is entitled to orphan product exclusivity, which means that the FDA may not approve any other applications, including a full BLA, to market the same biologic for the same indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity. Orphan drug exclusivity does not prevent FDA from approving a different drug or biologic for the same disease or condition, or the same drug or biologic for a different disease or condition. Among the other benefits of orphan drug designation are tax credits for certain research and a waiver of the BLA application user fee.

A designated orphan drug may not receive orphan drug exclusivity if it is approved for a use that is broader than the indication for which it received orphan designation. In addition, exclusive marketing rights in the United States may be lost if the FDA later determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition.

In the European Union, orphan drug designation entitles a party to financial incentives such as reduction of fees or fee waivers and 10 years of market exclusivity is granted following drug or biological product approval. This period may be reduced to 6 years if the orphan drug designation criteria are no longer met, including where it is shown that the product is sufficiently profitable not to justify maintenance of market exclusivity.

There can be no assurance that we will receive orphan drug designation for any indications or for any product candidates.

Expedited Development and Review Programs

The FDA has a Fast Track program that is intended to expedite or facilitate the process for reviewing new products that meet certain criteria. Specifically, new products are eligible for Fast Track designation if they are intended to treat a serious or life-threatening disease or condition and demonstrate the potential to address unmet medical needs for the disease or condition. Fast Track designation applies to the combination of the product and the specific indication for which it is being studied. Unique to a Fast Track product, the FDA may consider for review sections of the BLA or NDA on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the BLA or NDA, the FDA agrees to accept sections of the BLA or NDA and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the BLA or NDA.

Any product, including a product with a Fast Track designation, may also be eligible for other types of FDA programs intended to expedite development and review, such as priority review and accelerated approval. A product is eligible for priority review if it has the potential to provide safe and effective therapy where no satisfactory alternative therapy exists or a significant improvement in the treatment, diagnosis or prevention of a disease compared to marketed products. The FDA will attempt to direct additional resources to the evaluation of an application for a new product designated for priority review in an effort to facilitate the review. Additionally, a product may be eligible for accelerated approval. Products studied for their safety and effectiveness in treating serious or life-threatening diseases or conditions may receive accelerated approval upon a determination that the product has an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity, or prevalence of the condition and the availability or lack of alternative treatments. As a condition of approval, the FDA may require that a sponsor of a drug or biological product receiving accelerated approval perform adequate and well-controlled post-marketing clinical studies. In addition, the FDA currently requires as a condition for accelerated approval pre-approval of promotional materials, which could adversely impact the timing of the commercial launch of the product. Fast Track designation, priority review and accelerated approval do not change the standards for approval but may expedite the development or approval process.

In 2012 the FDA established a Breakthrough Therapy designation which is intended to expedite the development and review of products that treat serious or life-threatening conditions. The designation is available for product candidates that are intended, alone or in combination with one or more other products, to treat serious or life-threatening diseases or conditions and for which preliminary clinical evidence indicates that the product may demonstrate substantial improvement over currently available therapy on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. The designation includes all of the Fast Track program features, as well as more intensive FDA interaction and guidance. The Breakthrough Therapy designation is a distinct status from both Fast Track designation and priority review, which can also be granted to the same product if relevant criteria are met. If a product is designated as Breakthrough Therapy, FDA will work closely with the sponsor to expedite the development and review of such product.

Post-Approval Requirements

Any products for which we receive FDA approvals are subject to continuing regulation by the FDA, including, among other things, record-keeping requirements, reporting of adverse experiences with the product, providing the FDA with updated safety and efficacy information, product sampling and distribution requirements, and complying with FDA promotion and advertising requirements, which include, among others, standards for direct-to-consumer advertising, restrictions on promoting products for uses or in patient populations that are not described in the product's approved uses, known as off-label use, limitations on industry-sponsored scientific and educational activities and requirements for promotional activities involving the internet. Although physicians may prescribe legally available products for off-label uses, if the physicians deem to be appropriate in their professional medical judgment, manufacturers may not market or promote such off-label uses.

In addition, quality control and manufacturing procedures must continue to conform to applicable manufacturing requirements after approval to ensure the long-term stability of the product. We rely, and expect to continue to rely, on third parties for the production of clinical and commercial quantities of our products in accordance with cGMP regulations. cGMP regulations require among other things, quality control and quality assurance as well as the corresponding maintenance of records and documentation and the obligation to investigate and correct any deviations from cGMP. Manufacturers and other entities involved in the manufacture and distribution of approved products are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP and other laws. Accordingly, manufacturers must continue to expend time, money, and effort in the area of production and quality control to maintain cGMP compliance. Discovery of problems with a product after approval may result in restrictions on a product, manufacturer, or holder of an approved BLA or NDA, including, among other things, recall or withdrawal of the product from the market. In addition, changes to the manufacturing process are strictly regulated, and depending on the significance of the change, may require prior FDA approval before being implemented.

Other types of changes to the approved product, such as adding new indications and claims, are also subject to further FDA review and approval.

The FDA also may require post-marketing testing, known as Phase 4 testing, and surveillance to monitor the effects of an approved product. Discovery of previously unknown problems with a product or the failure to comply with applicable FDA requirements can have negative consequences, including adverse publicity, judicial or administrative enforcement, warning letters from the FDA, mandated corrective advertising or communications with doctors, and civil or criminal penalties, among others. Newly discovered or developed safety or effectiveness data may require changes to a product's approved labeling, including the addition of new warnings and contraindications, and also may require the implementation of other risk management measures. Also, new government requirements, including those resulting from new legislation, may be established, or the FDA's policies may change, which could delay or prevent regulatory approval of our products under development.

U.S. Patent Term Restoration and Marketing Exclusivity

The Biologics Price Competition and Innovation Act, or BPCIA, amended the PHSA to authorize the FDA to approve similar versions of innovative biologics, commonly known as biosimilars. A competitor seeking approval of a biosimilar must file an application to establish its product as highly similar to an approved innovator biologic, among other requirements. The BPCIA, however, bars the FDA from approving biosimilar applications for 12 years after an innovator biological product receives initial marketing approval.

Depending upon the timing, duration and specifics of the FDA approval of the use of our product candidates, some of our U.S. patents, if granted, may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, commonly referred to as the Hatch-Waxman Act. The Hatch-Waxman Act permits a patent restoration term of up to five years, as compensation for patent term lost during product development and the FDA regulatory review process. However, patent term restoration cannot extend the remaining term of a patent beyond a total of 14 years from the product's approval date. The patent term restoration period is generally one-half the time between the effective date of an IND and the submission date of a BLA or NDA plus the time between the submission date of a BLA or NDA and the approval of that application. Only one patent applicable to an approved product is eligible for the extension and the application for the extension must be submitted prior to the expiration of the patent. The U.S. Patent and Trademark Office, in consultation with the FDA, reviews and approves the application for any patent term extension or restoration. In the future, we may choose to apply for restoration of patent term for one of our currently owned or licensed patents to add patent life beyond its current expiration date, depending on the expected length of the clinical trials and other factors involved in the filing of the relevant BLA or NDA.

Pediatric exclusivity is another type of regulatory market exclusivity in the United States. Pediatric exclusivity, if granted, adds six months to existing exclusivity periods and patent terms. This six-month exclusivity, which runs from the end of other exclusivity protection or patent terms, may be granted based on the voluntary completion of a pediatric trial in accordance with an FDA-issued “Written Request” for such a trial.

Other U.S. Healthcare Laws and Compliance Requirements

In the United States, our activities are potentially subject to regulation by various federal, state and local authorities in addition to the FDA, including but not limited to, the Centers for Medicare and Medicaid Services, or CMS, other divisions of the U.S. Department of Health and Human Services, for instance the Office of Inspector General, the U.S. Department of Justice, or DOJ, and individual U.S. Attorney offices within the DOJ, and state and local governments. For example, sales, marketing and scientific/educational grant programs must comply with the anti-fraud and abuse provisions of the Social Security Act, the false claims laws, the physician payment transparency laws, the privacy and security provisions of the Health Insurance Portability and Accountability Act, or HIPAA, as amended by the Health Information Technology and Clinical Health Act, or HITECH, and similar state laws, each as amended.

The federal Anti-Kickback Statute prohibits, among other things, any person or entity from knowingly and willfully offering, paying, soliciting or receiving any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, to induce or in return for purchasing, leasing, ordering or arranging for the purchase, lease or order of any item or service reimbursable under Medicare, Medicaid or other federal healthcare programs. The term remuneration has been interpreted broadly to include anything of value. The Anti-Kickback Statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on one hand and prescribers, purchasers, and formulary managers on the other. There are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution. The exceptions and safe harbors are drawn narrowly and practices that involve remuneration that may be alleged to be intended to induce prescribing, purchasing or recommending may be subject to scrutiny if they do not qualify for an exception or safe harbor. Our practices may not in all cases meet all of the criteria for protection under a statutory exception or regulatory safe harbor. Failure to meet all of the requirements of a particular applicable statutory exception or regulatory safe harbor, however, does not make the conduct per se illegal under the Anti-Kickback Statute. Instead, the legality of the arrangement will be evaluated on a case-by-case basis based on a cumulative review of all of its facts and circumstances.

Additionally, the intent standard under the Anti-Kickback Statute was amended by the Affordable Care Act to a stricter standard such that a person or entity no longer needs to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. In addition, the Affordable Care Act codified case law that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal False Claims Act, as discussed below.

The civil monetary penalties statute imposes penalties against any person or entity that, among other things, is determined to have presented or caused to be presented a claim to a federal health program that the person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent.

The federal False Claims Act prohibits, among other things, any person or entity from knowingly presenting, or causing to be presented, a false claim for payment to, or approval by, the federal government or knowingly making, using, or causing to be made or used a false record or statement material to a false or fraudulent claim to the federal government. As a result of a modification made by the Fraud Enforcement and Recovery Act of 2009, a claim includes “any request or demand” for money or property presented to the U.S. government. Several pharmaceutical and other healthcare companies have been prosecuted under these laws for allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product. Other companies have been prosecuted for causing false claims to be submitted because of the companies’ marketing of the product for unapproved, and thus non-reimbursable, uses.

HIPAA created new federal criminal statutes that prohibit knowingly and willfully executing, or attempting to execute, a scheme to defraud or to obtain, by means of false or fraudulent pretenses, representations or promises, any money or property owned by, or under the control or custody of, any healthcare benefit program, including private third-party payors and knowingly and willfully falsifying, concealing or covering up by trick, scheme or device, a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. Similar to the Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation.

Also, many states have similar fraud and abuse statutes or regulations that apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor.

We may be subject to data privacy and security regulations by both the federal government and the states in which we conduct our business. HIPAA, as amended by the HITECH Act, and their respective implementing regulations, impose requirements relating to the privacy, security and transmission of individually identifiable health information. Among other things, HITECH makes HIPAA's privacy and security standards directly applicable to business associates, independent contractors or agents of covered entities that receive or obtain protected health information in connection with providing a service on behalf of a covered entity. HITECH also created four new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions. In addition, state laws govern the privacy and security of health information in specified circumstances, many of which differ from each other in significant ways, thus complicating compliance efforts.

Additionally, the federal Physician Payments Sunshine Act, and its implementing regulations, require that certain manufacturers of drugs, devices, biological and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program, with certain exceptions, to report information related to certain payments or other transfers of value made or distributed to physicians and teaching hospitals, or to entities or individuals at the request of, or designated on behalf of, the physicians and teaching hospitals and to report annually certain ownership and investment interests held by physicians and their immediate family members and payments or other "transfers of value" made to such physician owners. Failure to submit timely, accurately, and completely the required information may result in civil monetary penalties. Manufacturers must submit reports by the 90th day of each calendar year. Certain states also mandate implementation of compliance programs, impose restrictions on pharmaceutical manufacturer marketing practices and/or require the tracking and reporting of gifts, compensation and other remuneration to healthcare providers and entities.

In order to distribute products commercially, we must also comply with state laws that require the registration of manufacturers and wholesale distributors of drug and biological products in a state, including, in certain states, manufacturers and distributors who ship products into the state even if such manufacturers or distributors have no place of business within the state. Some states also impose requirements on manufacturers and distributors to establish the pedigree of product in the chain of distribution, including some states that require manufacturers and others to adopt new technology capable of tracking and tracing product as it moves through the distribution chain. Several states have enacted legislation requiring pharmaceutical and biotechnology companies to establish marketing compliance programs, file periodic reports with the state, make periodic public disclosures on sales, marketing, pricing, clinical trials and other activities, and/or register their sales representatives, as well as to prohibit pharmacies and other healthcare entities from providing certain physician prescribing data to pharmaceutical and biotechnology companies for use in sales and marketing and to prohibit certain other sales and marketing practices. All of our activities are potentially subject to federal and state consumer protection and unfair competition laws.

If our operations are found to be in violation of any of the federal and state healthcare laws described above or any other governmental regulations that apply to us, we may be subject to penalties, including without limitation, civil, criminal and/or administrative penalties, damages, fines, disgorgement, exclusion from participation in government programs, such as Medicare and Medicaid, injunctions, private "qui tam" actions brought by individual whistleblowers in the name of the government, or refusal to allow us to enter into government contracts, contractual damages, reputational harm, administrative burdens, diminished profits and future earnings and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

Coverage, Pricing and Reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of any product candidates for which we obtain regulatory approval. In the United States and markets in other countries, sales of any products for which we receive regulatory approval for commercial sale will depend, in part, on the extent to that third-party payors provide coverage, and establish adequate reimbursement levels for such products. In the United States, third-party payors include federal and state healthcare programs, private managed care providers, health insurers and other organizations. The process for determining whether a third-party payor will provide coverage for a product may be separate from the process for setting the price of a product or for establishing the reimbursement rate that such a payor will pay for the product. Third-party payors may limit coverage to specific products on an approved list, also known as a formulary, which might not include all of the FDA-approved products for a particular indication. Third-party payors are increasingly challenging the price, examining the medical necessity and reviewing the cost-effectiveness of medical products, therapies and services, in addition to questioning their safety and efficacy. We may need to conduct expensive pharmaco-economic studies in order to demonstrate the medical necessity and cost-effectiveness of our products, in addition to the costs required to obtain the FDA approvals. Our product candidates may not be considered medically necessary or cost-effective. A payor's decision to provide coverage for a product does not imply that an adequate reimbursement rate will be approved. Further, one payor's determination to provide coverage for a product does not assure that other payors will also provide coverage for the product. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development.

Different pricing and reimbursement schemes exist in other countries. In the EU, governments influence the price of pharmaceutical products through their pricing and reimbursement rules and control of national health care systems that fund a large part of the cost of those products to consumers. Some jurisdictions operate positive and negative list systems under which products may only be marketed once a reimbursement price has been agreed. To obtain reimbursement or pricing approval, some of these countries may require the completion of clinical trials that compare the cost-effectiveness of a particular product candidate to currently available therapies. Other member states allow companies to fix their own prices for medicines, but monitor and control company profits. The downward pressure on health care costs has become very intense. As a result, increasingly high barriers are being erected to the entry of new products. In addition, in some countries, cross-border imports from low-priced markets exert a commercial pressure on pricing within a country.

The marketability of any product candidates for which we receive regulatory approval for commercial sale may suffer if the government and third-party payors fail to provide adequate coverage and reimbursement. In addition, emphasis on managed care in the United States has increased and we expect will continue to increase the pressure on healthcare pricing. Coverage policies and third-party reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

Healthcare Reform

In March 2010, President Obama enacted the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, or collectively, the Affordable Care Act.

Among the Affordable Care Act's provisions of importance to the pharmaceutical and biotechnology industries are the following:

- an annual, nondeductible fee on any entity that manufactures or imports certain specified branded prescription drugs and biologic agents apportioned among these entities according to their market share in some government healthcare programs;
- an increase in the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program, to 23.1% and 13% of the average manufacturer price for most branded and generic drugs, respectively and a cap on the total rebate amount for innovator drugs at 100% of the Average Manufacturer Price, or AMP;
- addressed a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for certain drugs and biologics, including our product candidates, that are inhaled, infused, instilled, implanted or injected;
- extension of manufacturers' Medicaid rebate liability to covered drugs dispensed to individuals who are enrolled in Medicaid managed care organizations;
- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to additional individuals and by adding new mandatory eligibility categories for individuals with income at or below 133% of the federal poverty level, thereby potentially increasing manufacturers' Medicaid rebate liability;
- a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D;
- expansion of the entities eligible for discounts under the Public Health Service pharmaceutical pricing program; and
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research.

Other legislative changes have been proposed and adopted in the United States since the Affordable Care Act was enacted. In August 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers of 2% per fiscal year, which went into effect in April 2013, and will remain in effect through 2024 unless additional Congressional action is taken. In January 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, further reduced Medicare payments to several providers, including hospitals and cancer treatment centers. Additionally, there has been increasing legislative and enforcement interest in the United States with respect to specialty drug pricing practices. Specifically there have been several recent U.S. Congressional inquiries and proposed federal legislation designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the cost of drugs under Medicare, and reform government program reimbursement methodologies for drugs. Further, Congress and the Trump administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs. At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, to encourage importation from other countries and bulk purchasing. Adoption of price controls and cost-containment measures, and adoption of more restrictive policies in jurisdictions with existing controls and measures, could further limit our future revenue potential and results. We anticipate that the Affordable Care Act and other legislative reforms will result in additional downward pressure on the price that we receive for any approved product, if covered, and could seriously harm our business, though we are still unsure what its full impact will be. Some of the provisions of the Affordable Care Act have yet to be implemented, and there have been judicial and Congressional challenges to certain aspects of the Affordable Care Act, as well as recent efforts by the Trump administration to repeal or replace certain aspects of the Affordable Care Act. Since January 2017, President Trump has signed two Executive Orders designed to delay the implementation of certain provisions of the Affordable Care Act or otherwise circumvent some of the requirements for health insurance mandated by the Affordable Care Act. Concurrently, Congress has considered legislation that would repeal or repeal and replace all or part of the Affordable Care Act. While Congress has not passed comprehensive repeal legislation, two bills affecting the implementation of certain taxes under the Affordable Care Act have been enacted. The Tax Cuts and Jobs Act of 2017 includes a provision repealing, effective January 1, 2019, the tax-based shared responsibility payment imposed by the Affordable Care Act on certain individuals who fail to maintain qualifying health coverage for all or part of a year that is commonly referred to as the "individual mandate". Additionally, on January 22, 2018, President Trump signed a continuing resolution on appropriations for fiscal year 2018 that delayed the implementation of certain mandated fees under the Affordable Care Act, including the so-called "Cadillac" tax on certain high cost employer-sponsored insurance plans, the annual fee imposed on certain health insurance providers based on market share, and the medical device excise tax on non-exempt medical devices. Congress also could consider additional legislation to repeal or replace other elements of the Affordable Care Act. Thus, the full impact of the Affordable Care Act (or other similar legislation) on our business remains unclear.

The Foreign Corrupt Practices Act

The Foreign Corrupt Practices Act, or FCPA, prohibits any U.S. individual or business from paying, offering, or authorizing payment or offering of anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA also obligates companies whose securities are listed in the United States to comply with accounting provisions requiring the company to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations.

Additional Regulation

In addition, even though we do not and will not control referrals of healthcare services or bill directly to Medicare, Medicaid or other third-party payors, federal and state healthcare laws and regulations pertaining to fraud and abuse and patients' rights are and will be applicable to our business. State and federal laws regarding environmental protection and hazardous substances, including the Occupational Safety and Health Act, the Resource Conservancy and Recovery Act and the Toxic Substances Control Act, also affect our business. These and other laws govern our use, handling and disposal of various biological, chemical and radioactive substances used in, and wastes generated by, our operations. If our operations result in contamination of the environment or expose individuals to hazardous substances, we could be liable for damages and governmental fines. We believe that we are in material compliance with applicable environmental laws and that continued compliance therewith will not have a material adverse effect on our business. We cannot predict, however, how changes in these laws may affect our future operations.

Europe and Rest of World Government Regulation

In addition to regulations in the United States, we will be subject to a variety of regulations in other jurisdictions governing, among other things, clinical trials and any commercial sales and distribution of our products. Whether or not we obtain FDA approval of a product, we must obtain the requisite approvals from regulatory authorities in foreign countries prior to the commencement of clinical trials or marketing of the product in those countries. Certain countries outside of the United States have a similar process that requires the submission of a clinical trial application much like the IND prior to the commencement of human clinical trials. In the EU, for example, a clinical trial application must be submitted to each country's national health authority and an independent ethics committee, much like the FDA and IRB, respectively. Once the clinical trial application is approved in accordance with a country's requirements, clinical trial development may proceed. Because biologically sourced raw materials are subject to unique contamination risks, their use may be restricted in some countries.

The requirements and process governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. In all cases, the clinical trials are conducted in accordance with GCP and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki.

To obtain regulatory approval of an investigational drug or biological product under EU regulatory systems, we must submit a marketing authorization application. The application used to file the BLA in the United States is similar to that required in the EU, with the exception of, among other things, country-specific document requirements.

For other countries outside of the EU, such as countries in Eastern Europe, Latin America or Asia, the requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. In all cases, again, the clinical trials are conducted in accordance with GCP and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki.

If we or our potential collaborators fail to comply with applicable foreign regulatory requirements, we may be subject to, among other things, fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

Employees

As of December 31, 2017, we had 162 full-time employees, 124 of whom were engaged in research and development activities and 38 of whom were engaged in finance, business development, facilities, human resources and administrative support. Of our full-time employees, 41 hold Ph.D. degrees and 2 hold M.D. degrees. None of our employees are subject to a collective bargaining agreement. We consider our relationship with our employees to be good.

Corporate Information

We were incorporated in California as Oncologic, Inc. in 2000. In 2008, we merged with Triton BioSystems, Inc. and subsequently changed our name to Aduro Biotech, Inc. in 2009. In June 2011, we reincorporated as a Delaware corporation. Our principal executive offices are located at 740 Heinz Avenue, Berkeley, California 94710 and our telephone number is (510) 848-4400. Our website address is www.aduro.com. Information contained on or accessible through our website is not a part of this Annual Report on Form 10-K. The following filings are available through our website as soon as reasonably practicable after we file them with the SEC: Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, as well as any amendments to such reports and all other filings pursuant to Section 13(a) or 15 (d) of the Securities Act. Additionally, copies of materials filed by us with the SEC may be accessed at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549 or at www.sec.gov. For information about the SEC's Public Reference Room, contact 1-800-SEC-0330.

Aduro, Aduro Biotech, the Aduro logo and other trade names, trademarks or service marks of Aduro appearing in this Annual Report on Form 10-K are the property of Aduro. Trade names, trademarks and service marks of other companies appearing in this report are the property of their respective holders.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the following risks and all of the other information contained in this Annual Report on Form 10-K, including our condensed consolidated financial statements and related notes and the section “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” before investing in our common stock. While we believe that the risks and uncertainties described below are the material risks currently facing us, additional risks that we do not yet know of or that we currently think are immaterial may also arise and materially affect our business. If any of the following risks materialize, our business, financial condition and results of operations could be materially and adversely affected. In that case, the trading price of our common stock could decline, and you may lose some or all of your investment.

Risks Related to Our Business

We have incurred net losses in every year since our inception and anticipate that we will continue to incur substantial and increasing net losses in the foreseeable future.

We are an immunotherapy company with a limited operating history. Investment in biopharmaceutical product development is highly speculative because it entails substantial upfront capital expenditures and significant risk that any potential product candidate will fail to demonstrate efficacy or an acceptable safety profile, gain regulatory approval and become commercially viable. We have financed our operations primarily through the sale of equity securities and convertible debt securities. Since our inception, most of our resources have been dedicated to the preclinical and clinical development of our product candidates. The size of our future net losses will depend, in part, on our future expenses and our ability to generate revenue. We have no products approved for commercial sale and have not generated any revenue from product sales to date, and we continue to incur significant research and development and other expenses related to our ongoing operations. For the years ended December 31, 2017, 2016 and 2015, we reported a net loss of \$91.9 million, \$91.1 million, and \$39.2 million, respectively. At December 31, 2017, we had an accumulated deficit of \$283.9 million. We expect to continue to incur significant losses for the foreseeable future, and we expect these losses to increase as we continue our research and development of, and seek regulatory approvals for, our product candidates.

Even if we succeed in commercializing one or more of our product candidates, we will continue to incur substantial research and development and other expenditures to develop and market additional product candidates. We may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. The size of our future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenue. Our prior losses and expected future losses have had and will continue to have an adverse effect on our stockholders’ equity and working capital.

We will require substantial additional financing to achieve our goals, and a failure to obtain this necessary capital when needed could force us to delay, limit, reduce or terminate our product development or commercialization efforts.

Our operations have consumed substantial amounts of cash since inception. At December 31, 2017, our cash and cash equivalents and marketable securities were \$349.7 million. We expect to continue to spend substantial amounts to continue the development of our product candidates. If we are able to gain regulatory approval for any of our product candidates, we will require significant additional amounts of cash in order to launch and commercialize any such product candidates. In addition, other unanticipated costs may arise. Because the design and outcome of our planned and anticipated clinical trials is highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of our product candidates.

Our future capital requirements depend on many factors, including:

- the scope, progress, results and costs of researching and developing our product candidates, and conducting preclinical studies and clinical trials;
- the timing of, and costs associated with, obtaining regulatory approvals for our product candidates if clinical trials are successful;
- the cost of commercialization activities for our product candidates, if any of our product candidates is approved for sale, including marketing, sales and distribution costs;
- the cost of manufacturing our product candidates for clinical trials in preparation for regulatory approval and in preparation for commercialization and product launch;
- our ability to establish and maintain, strategic licensing or other arrangements and the financial terms of such agreements;

- the costs involved in preparing, filing, prosecuting, maintaining, expanding, defending and enforcing patent claims, including litigation costs and the outcome of such litigation;
- the timing, receipt and amount of sales of, or royalties on, our future products, if any;
- the emergence of competing cancer therapies and combinations; and
- other adverse market developments.

We do not have any committed external source of funds or other support for our development efforts other than our license agreements, including our license agreements with Janssen, which may be terminated by Janssen upon delivery of notice, and our collaboration and license agreement with Novartis, which may be terminated by Novartis at any time after March 19, 2018 upon 180 days' notice, and our license agreement with Merck, which may be terminated by Merck upon 120 days' notice. Until we can generate sufficient product and royalty revenue to finance our cash requirements, which we may never do, we expect to finance our future cash needs through a combination of public or private equity offerings, debt financings, collaborations, strategic alliances, licensing arrangements and other marketing or distribution arrangements. Additional financing may not be available to us when we need it or it may not be available on favorable terms.

If we raise additional capital through marketing and distribution arrangements or other collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish certain valuable rights to our product candidates, technologies, future revenue streams or research programs or grant licenses on terms that may not be favorable to us. If we raise additional capital through public or private equity offerings, the ownership interest of our existing stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect our stockholders' rights. If we raise additional capital through debt financing, we may be subject to covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we are unable to obtain adequate financing when needed, we may have to delay, reduce the scope of or suspend one or more of our clinical trials or research and development programs or our commercialization efforts.

Risks Related to the Development and Commercialization of Our Current and Future Product Candidates

Our product candidates are based on novel technologies and the development and regulatory approval pathway for such product candidates is unproven and may never lead to marketable products.

We do not have any products that have gained regulatory approval. Our immuno-oncology technology platforms are designed to leverage the patient's immune system to slow the growth and spread of, or eliminate, tumor cells. Any products we develop may not effectively modulate the immune response to slow the spread of or eliminate cancer cells. The scientific evidence to support the feasibility of immuno-oncology product candidates is preliminary and limited. Our business and future success depend on our ability to obtain regulatory approval of and then successfully commercialize our product candidates. Advancing these novel therapies creates significant challenges for us, including, among others:

- obtaining approval from regulatory authorities to conduct clinical trials with our product candidates;
- successful completion of preclinical studies and successful enrollment of clinical trials;
- successful completion of our clinical trials, including a favorable risk-benefit outcome;
- receipt of marketing approvals from the U.S. Food and Drug Administration, or FDA, and similar regulatory authorities outside the United States;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity for our product candidates;
- establishing commercial manufacturing, supply and distribution arrangements;
- establishing a commercial infrastructure;
- acceptance of our products by patients, the medical community and third-party payors;
- establishing market share while competing with other therapies;
- successfully executing our pricing and reimbursement strategy;
- a continued acceptable safety and adverse event profile of our products following regulatory approval; and
- qualifying for, identifying, registering, maintaining, enforcing and defending intellectual property rights and claims covering our products.

All of our product candidates will require additional clinical and non-clinical development, regulatory review and approval in multiple jurisdictions, substantial investment, access to sufficient commercial manufacturing capacity and significant marketing efforts before we can generate any revenue from product sales. We are not permitted to market or promote any of our product candidates before we receive regulatory approval from the FDA or comparable foreign regulatory authorities, and we may never receive regulatory approval for any of our product candidates. If we are unable to develop or receive marketing approval for our product candidates in a timely manner or at all, our business, financial condition and results of operations may be materially adversely affected.

We may not be successful in our efforts to use and expand our technology platforms to build a pipeline of product candidates.

A key element of our strategy is to use and expand our technology platforms to build a pipeline of product candidates, combine our product candidates with existing and novel therapies, and progress these product candidates and combinations through clinical development for the treatment of various diseases. Although our research and development efforts to date have resulted in a pipeline of product candidates directed at various cancers, we may not be able to develop product candidates that are safe and effective. Even if we are successful in continuing to build our pipeline, the potential product candidates that we identify may not be suitable for clinical development, including as a result of being shown to have harmful side effects or other characteristics that indicate that they are unlikely to be products that will receive marketing approval and achieve market acceptance. If we do not continue to successfully develop and begin to commercialize product candidates, we will face difficulty in obtaining product revenues in future periods.

Clinical development involves a lengthy and expensive process with uncertain outcomes, and results of earlier studies and trials may not be predictive of future clinical trial results. Our clinical trials may fail to demonstrate adequately the safety and efficacy of one or more of our product candidates, which would prevent or delay regulatory approval and commercialization.

Before obtaining regulatory approvals for the commercial sale of our product candidates, we must demonstrate through lengthy, complex and expensive preclinical testing and clinical trials that our product candidates are both safe and effective for use in each target indication. Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process. Additionally, because our product candidates are based on new technologies and costs to treat patients with relapsed/refractory cancer and to treat potential side effects that may result from our product candidates may be significant, our clinical trial costs are likely to be significantly higher than for more conventional therapeutic technologies or drug products. The results of preclinical studies and early clinical trials of our product candidates may not be predictive of the results of later-stage clinical trials. For example, although CRS-207 and GVAX Pancreas generated positive results in our Phase 2a metastatic pancreatic cancer study when compared to GVAX Pancreas alone and evaluated in second line or greater; CRS-207 and GVAX Pancreas failed to meet the primary endpoint of an improvement in overall survival for patients with metastatic pancreatic cancer (third line and greater) in our Phase 2b ECLIPSE trial when compared to chemotherapy. Further, based on preliminary results in subsequent trials of CRS-207 in mesothelioma and ovarian cancer as well as business and commercial factors, we determined not to continue the advancement of CRS-207. There is typically an extremely high rate of attrition from the failure of product candidates proceeding through clinical trials. Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy profile despite having progressed through preclinical studies and initial clinical trials. A number of companies in the biopharmaceutical industry have suffered significant setbacks in advanced clinical trials due to lack of efficacy or adverse safety profiles, notwithstanding promising results in earlier trials. We cannot be certain that we will not face similar setbacks. Most product candidates that commence clinical trials are never approved as commercial products.

Any delay, suspension, termination or request to repeat or redesign a trial could increase our costs and prevent or significantly delay our ability to commercialize our product candidates.

We may experience delays in our ongoing clinical trials and we do not know whether planned clinical trials will begin on time, need to be redesigned, enroll patients on time or be completed on schedule, if at all. Clinical trials can be delayed for a variety of reasons, including delays related to:

- obtaining regulatory approval to commence a trial;
- reaching agreement on acceptable terms with prospective contract research organizations, or CROs, and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- obtaining institutional review board, or IRB, approval at each site;
- recruiting suitable patients to participate in a trial, which may be more challenging for our LADD programs following our determination not to continue the advancement of CRS-207;
- achieving an acceptable distribution of such patients based on treating institution and geography;

- patients not completing a trial or not completing post-treatment follow-up;
- clinical sites deviating from trial protocol, instructions or dropping out of a trial;
- regulatory agency-imposed clinical holds;
- adding new clinical trial sites; or
- manufacturing sufficient quantities of product candidate for use in clinical trials.

We could encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions in which such trials are being conducted, by the Data Safety Monitoring Board, or DSMB, for such trial or by the FDA or other regulatory authorities. Such authorities may impose a clinical hold or suspend or terminate a clinical trial due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, a negative finding from an inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a drug, changes in governmental regulations or administrative actions, lack of adequate funding to continue the clinical trial, or safety concerns raised by other clinical trials of therapies with similar mechanisms of action.

If we experience delays in the completion of, or termination of, any clinical trial of our product candidates, the commercial prospects of our product candidates will be harmed, and our ability to generate product revenues from any of these product candidates will be delayed. In addition, any delays in completing our clinical trials will increase our costs, slow down our product candidate development and approval process and jeopardize our ability to commence product sales and generate revenues.

Actual or potential conflicts of interest arising from our relationships with investigators could adversely impact the FDA approval process.

Principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and receive cash compensation in connection with such services. We also provide grants to investigators' institutions from time to time. If certain of these relationships exceed specific financial thresholds, they must be reported to the FDA. If these relationships and any related compensation paid results in perceived or actual conflicts of interest, or the FDA concludes that the financial relationship may have affected interpretation of the study, the integrity of the data generated at the applicable clinical trial site may be questioned and the utility of the clinical trial itself may be jeopardized, which could result in the delay in approval, or rejection, of our marketing applications by the FDA.

Our product candidates may cause undesirable side effects or may have other properties that could halt their clinical development, prevent their regulatory approval, limit their commercial potential, if approved, or result in significant negative consequences.

Undesirable side effects caused by our product candidates could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA or comparable foreign regulatory authorities. Results of our clinical trials could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics.

To date, patients treated with our product candidates have experienced drug-related side effects some of which were Grade 3 adverse events, or AEs, which are considered moderate, and some of which were Grade 4 AEs which are considered severe. Examples of the AEs experienced include among others, fevers, chills, nausea, vomiting, fatigue, headaches, hypotension and listeriosis.

If unacceptable side effects arise in the development of our product candidates, we could suspend or terminate our clinical trials or the FDA or comparable foreign regulatory authorities could order us to cease clinical trials or deny approval of our product candidates for any or all targeted indications. For example, in October 2016 after receiving notification that a blood culture sample taken from an indwelling port of a metastatic pancreatic cancer patient tested positive for *Listeria*, the FDA placed clinical trials involving our LADD investigational agents on partial clinical hold to pause new patient enrollment, this hold was lifted in November 2016. We cannot provide assurances that there will not be further adverse events, or that our trials will not be placed on additional clinical holds in the future. Treatment-related side effects could also affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. In addition, these side effects may not be appropriately recognized or managed by the treating medical staff. We expect to have to train medical personnel using our product candidates to understand the side effect profiles for our clinical trials and upon any commercialization of any of our product candidates. Inadequate training in recognizing or managing the potential side effects of our product candidates could result in patient injury or death. In addition, if side effects are observed in competing product candidates that are perceived to have similarities to ours, regulators or patients may infer that our product candidates could cause similar side effects. Any of these occurrences may harm our business, financial condition and prospects significantly.

Additionally, if one or more of our product candidates receives marketing approval, and we or others later identify undesirable side effects caused by such products, a number of potentially significant negative consequences could result, including:

- regulatory authorities may withdraw approvals of such product;
- regulatory authorities may require additional warnings on the label;
- FDA could require a Risk and Evaluation Medication Strategy, or REMS, which could require the creation and management of a medication guide, communication plan or other elements to ensure safe use;
- we may be required to create a medication guide outlining the risks of such side effects for distribution to patients;
- we could be sued and held liable for harm caused to patients; and
- our reputation may suffer.

Any of these events could prevent us from achieving or maintaining market acceptance of the particular product candidate, if approved, and could significantly harm our business, results of operations and prospects.

If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

The timely completion of clinical trials in accordance with their protocols depends, among other things, on our ability to enroll a sufficient number of patients who remain in the study until its conclusion. We may experience difficulties in patient enrollment in our clinical trials for a variety of reasons. The enrollment of patients depends on many factors, including:

- the patient eligibility criteria defined in the protocol;
- the size of the patient population required for analysis of the trial's primary endpoints;
- the proximity of patients to study sites;
- the design of the trial;
- our ability to recruit clinical trial investigators with the appropriate competencies and experience;
- clinicians' and patients' perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies, including any new drugs that may be approved for the indications we are investigating or clinical trial results;
- our ability to obtain and maintain patient consents; and
- the risk that patients enrolled in clinical trials will drop out of the trials before completion.

In addition, our clinical trials will compete with other clinical trials for product candidates that are in the same therapeutic areas as our product candidates, and this competition will reduce the number and types of patients available to us, because some patients who might have opted to enroll in our trials may instead opt to enroll in a trial being conducted by one of our competitors. Since the number of qualified clinical investigators is limited, we expect to conduct some of our clinical trials at the same clinical trial sites that some of our competitors use, which will reduce the number of patients who are available for our clinical trials in such clinical trial site. Moreover, because our product candidates represent a departure from more commonly used methods for cancer treatment, potential patients and their doctors may be inclined to use conventional therapies, such as chemotherapy and hematopoietic cell transplantation, rather than enroll patients in any future clinical trial.

Delays in patient enrollment may result in increased costs or may affect the timing or outcome of the planned clinical trials, which could prevent completion of these trials and adversely affect our ability to advance the development of our product candidates.

The market opportunities for our product candidates may be limited to those patients who are ineligible for established therapies or for whom prior therapies have failed, and may be small.

Cancer therapies are sometimes characterized as first line, second line or third line, and the FDA often approves new therapies initially only for third line use. When cancer is detected early enough, first-line therapy, usually chemotherapy, hormone therapy, surgery, radiotherapy or a combination of these, is sometimes adequate to cure the cancer or prolong life without a cure. Second- and third-line therapies are administered to patients when prior therapy is not effective. We expect to initially seek approval of our product candidates as a therapy for patients who have received one or more prior treatments. Subsequently, for those products that prove to be sufficiently beneficial, if any, we would expect to seek approval potentially as a first-line therapy, but there is no guarantee that our product candidates, even if approved, would be approved for first-line therapy, and, prior to any such approvals, we may have to conduct additional clinical trials.

Our projections of both the number of people who have the cancers we are targeting, as well as the subset of people with these cancers who have received one or more prior treatments, and who have the potential to benefit from treatment with our product candidates, are based on our beliefs and estimates. These estimates have been derived from a variety of sources, including scientific literature, surveys of clinics, patient foundations, or market research, and may prove to be incorrect. Further, new studies may change the estimated incidence or prevalence of these cancers. The number of patients may turn out to be lower than expected. Additionally, the potentially addressable patient population for our product candidates may be limited or may not be amenable to treatment with our product candidates. Even if we obtain significant market share for our product candidates, because the potential target populations are small, we may never achieve profitability without obtaining regulatory approval for additional indications, including to be used as first or second line therapy.

We are subject to a multitude of manufacturing, supply chain, storage and distribution risks, any of which could substantially increase our costs and limit the supply of our product candidates.

The process of manufacturing our product candidates is complex, highly regulated and subject to several risks, including:

- The manufacturing of drug products is susceptible to product loss due to contamination, equipment failure, improper installation or operation of equipment or vendor or operator error. Even minor deviations from normal manufacturing processes could result in reduced production yields, product defects and other supply disruptions. If foreign microbial, viral or other contaminations are discovered in our product candidates or in the manufacturing facilities in which our products are made, these manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination;
- The manufacturing facilities in which our product candidates are made could be adversely affected by equipment failures, labor shortages, natural disasters, power failures and numerous other factors;
- We and our contract manufacturers must comply with the FDA's current good manufacturing practices, or cGMP, regulations and guidelines. Any failure to follow cGMP or other regulatory requirements or any delay, interruption or other issues that arise in the manufacture, fill-finish, packaging, or storage of our products as a result of a failure of our facilities or the facilities or operations of third parties to comply with regulatory requirements or pass any regulatory authority inspection could significantly impair our ability to develop and commercialize our products, including leading to significant delays in the availability of products for our clinical studies or the termination or hold on a clinical study, or the delay or prevention of a filing or approval of marketing applications for our product candidates. Significant noncompliance could also result in the imposition of sanctions, including fines, injunctions, civil penalties, failure of regulatory authorities to grant marketing approvals for our product candidates, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of products, operating restrictions and criminal prosecutions, any of which could damage our reputation. If we are not able to maintain regulatory compliance, we may not be permitted to market our products and/or may be subject to product recalls, seizures, injunctions, or criminal prosecution; and
- Our STING, B-select and LADD product candidates are temperature sensitive, which must be controlled during storage and transportation, which adds complexity and expense. We rely on third parties to provide controlled temperature storage and shipping. If any third-party provider fails to maintain proper temperature control or if a shipment is delayed in transit for a prolonged period of time, the product could become unsuitable for use.

Any adverse developments affecting manufacturing operations for our product candidates and/or damage that occurs during shipping may result in delays, inventory shortages, lot failures, withdrawals or recalls or other interruptions in the supply of our drug substance and drug product. We may also have to write off inventory, incur other charges and expenses for supply of drug product that fails to meet specifications, undertake costly remediation efforts, or seek more costly manufacturing alternatives. Inability to meet the demand for any of our product candidates, if approved, could damage our reputation and the reputation of our products among physicians, healthcare payors, patients or the medical community, which could adversely affect our ability to operate our business and our results of operations.

We currently have no marketing and sales organization and have no experience in marketing products. If we are unable to establish marketing and sales capabilities or enter into agreements with third parties to market and sell our product candidates, we may not be able to generate product revenue.

We currently have only limited marketing capabilities and no sales or distribution capabilities and have no marketed products. We intend to develop an in-house commercial organization and sales force, which will require significant capital expenditures, management resources and time. We will have to compete with other pharmaceutical and biotechnology companies to recruit, hire, train and retain marketing and sales personnel.

If we are unable or decide not to establish internal sales, marketing and distribution capabilities, we will pursue collaborative arrangements regarding the sales and marketing of our products; however, we cannot assure you that we will be able to establish or maintain such collaborative arrangements, or if we are able to do so, that they will have effective sales forces. Any revenue we receive will depend upon the efforts of such third parties, which may not be successful. We may have little or no control over the marketing and sales efforts of such third parties and our revenue from product sales may be lower than if we had commercialized our product candidates ourselves. We also face competition in our search for third parties to assist us with the sales and marketing efforts of our product candidates.

We cannot assure you that we will be able to develop in-house sales and distribution capabilities or establish or maintain relationships with third-party collaborators to commercialize any product in the United States or elsewhere.

A variety of risks associated with marketing our product candidates internationally could materially adversely affect our business.

We plan to seek regulatory approval of our product candidates outside of the United States and, accordingly, we expect that we will be subject to additional risks related to operating in foreign countries if we obtain the necessary approvals, including:

- differing legal and regulatory requirements in foreign countries;
- unexpected changes in tariffs, trade barriers, price and exchange controls and other regulatory requirements;
- economic weakness, including inflation, or political instability in particular foreign economies and markets;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- foreign taxes, including withholding of payroll taxes;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenue, and other obligations incident to doing business in another country;
- difficulties staffing and managing foreign operations;
- workforce uncertainty in countries where labor unrest is more common than in the United States;
- potential liability under the Foreign Corrupt Practices Act of 1977 or comparable foreign regulations;
- challenges to and protecting our contractual and intellectual property rights, including in those foreign countries that do not respect and protect intellectual property rights to the same extent as the United States;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and
- business interruptions resulting from geo-political actions, including war and terrorism.

These and other risks associated with our international operations may materially adversely affect our ability to attain or maintain profitable operations.

We face significant competition from other biotechnology and pharmaceutical companies, and our operating results will suffer if we fail to compete effectively.

The biopharmaceutical industry is characterized by intense competition and rapid innovation. Our competitors may be able to develop other compounds or drugs that are able to achieve similar or better results. Many major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies and universities and other research institutions continue to invest time and resources in developing novel approaches to immuno-oncology. Promising results have spurred significant competition from major pharmaceutical and biotechnology companies alike. Our competitors in the field of diversified immuno-oncology include: AstraZeneca PLC, Amgen Inc, Bristol-Myers Squibb Company, Celgene Corporation, Eli Lilly and Company, GlaxoSmithKline plc, Incyte Corporation, Janssen Pharmaceuticals, Merck & Co., Novartis AG, Pfizer Inc., Roche Holding Ltd, and Sanofi SA. Our competitors in STING-pathway technology include Merck & Co., Inc. and Spring Bank Pharmaceuticals; and for anti-APRIL include Visterra, Inc.; and for pLADD include Advaxis, Inc.; and for anti-CTLA-4 include Bristol-Myers Squibb Company, respectively. Many of our competitors have substantially greater financial, technical and other resources than we do, such as larger research and development staff and experienced marketing, market access and manufacturing organizations and well-established sales forces. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large, established companies. Mergers and acquisitions in the biotechnology and pharmaceutical industries may result in even more resources being concentrated in our competitors. Competition may increase further as a result of advances in the commercial applicability of technologies and greater availability of capital for investment in these industries. Our competitors, either alone or with collaborative partners, may succeed in developing, acquiring or licensing on an exclusive basis drug or biologic products that are more effective, safer, more easily commercialized or less costly than our product candidates or may develop proprietary technologies or secure patent protection that we may need for the development of our technologies and products. We believe the key competitive

factors that will affect the development and commercial success of our product candidates are efficacy, safety, tolerability, reliability, convenience of use, price and reimbursement.

Even if we obtain regulatory approval of our product candidates, the availability and price of our competitors' products could limit the demand and the price we are able to charge for our product candidates. We may not be able to implement our business plan if the acceptance of our product candidates is inhibited by price competition or the reluctance of physicians to switch from existing methods of treatment to our product candidates, or if physicians switch to other new drug or biologic products or choose to reserve our product candidates for use in limited circumstances.

We are highly dependent on our key personnel, and if we are not successful in attracting and retaining highly qualified personnel, we may not be able to successfully implement our business strategy.

Our ability to compete in the highly competitive biotechnology and pharmaceutical industries depends upon our ability to attract and retain highly qualified managerial, scientific and medical personnel. We are highly dependent on our management, scientific and medical personnel, including our President and Chief Executive Officer, our Chief Scientific Officer, our Chief Medical Officer and our Chief Financial Officer, as well as our executive in the Netherlands subsidiary. The loss of the services of any of our executive officers, other key employees, and other scientific and medical advisors, and our inability to find suitable replacements could result in delays in product development and harm our business. The Northern California region is headquarters to many other biopharmaceutical companies and many academic and research institutions. Competition for skilled personnel in our market is intense and may limit our ability to hire and retain highly qualified personnel on acceptable terms or at all.

Despite our efforts to retain valuable employees, members of our management, scientific and development teams may terminate their employment with us on short notice. Although we have employment agreements with our key employees, these employment agreements provide for at-will employment, which means that any of our employees could leave our employment at any time, with or without notice. We do not maintain "key person" insurance policies on the lives of these individuals or the lives of any of our other employees.

We will need to grow the size of our organization, and we may experience difficulties in managing this growth.

At December 31, 2017, we had 162 full-time employees, including 124 employees engaged in research and development. As our development and commercialization plans and strategies develop, we expect to need additional managerial, operational, sales, marketing, financial and other personnel. Future growth would impose significant added responsibilities on members of management, including:

- identifying, recruiting, integrating, maintaining and motivating additional employees;
- managing our internal development efforts effectively, including the clinical and FDA review process for our product candidates, while complying with our contractual obligations to contractors and other third parties; and
- improving our operational, financial and management controls, reporting systems and procedures.

Our future financial performance and our ability to commercialize our product candidates will depend, in part, on our ability to effectively manage any future growth, and our management may also have to divert a disproportionate amount of its attention away from day-to-day activities in order to devote a substantial amount of time to managing these growth activities.

We currently rely, and for the foreseeable future will continue to rely, in substantial part on certain independent organizations, advisors and consultants to provide certain services, including substantially all aspects of regulatory approval, clinical management, and manufacturing. We cannot assure you that the services of independent organizations, advisors and consultants will continue to be available to us on a timely basis or reasonable economic terms when needed, or at all. In addition, if we are unable to effectively manage our outsourced activities or if the quality or accuracy of the services provided by consultants is compromised for any reason, our clinical trials may be extended, delayed or terminated, and we may not be able to obtain regulatory approval of our product candidates or otherwise advance our business.

If we are not able to effectively expand our organization by hiring new employees and expanding our groups of consultants and contractors, we may not succeed in further developing and commercializing our product candidates and, accordingly, may not achieve our research, development and commercialization goals.

Our internal computer systems, or those used by our CROs or other contractors, consultants or vendors, may fail or suffer security breaches.

Despite the implementation of security measures, our internal computer systems and those of our CROs and other contractors, consultants or vendors are vulnerable to damage from computer viruses and unauthorized access. While we have not to our knowledge experienced any such material system failure or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our development programs and our business operations. For example, the loss of clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Likewise, we rely on third parties for the manufacture of our product candidates and to conduct clinical trials, and similar events relating to their computer systems could also have a material adverse effect on our business. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further development and commercialization of our product candidates could be delayed.

Business disruptions could seriously harm our future revenue and financial condition and increase our costs and expenses.

Our operations, and those of our CROs and other contractors and consultants, could be subject to earthquakes, power shortages, telecommunications failures, water shortages, floods, hurricanes, typhoons, fires, extreme weather conditions, medical epidemics and other natural or man-made disasters or business interruptions, for which we are predominantly self-insured. The occurrence of any of these business disruptions could seriously harm our operations and financial condition and increase our costs and expenses. We rely on third-party manufacturers to produce and process our product candidates on a patient by patient basis. Our ability to obtain clinical supplies of our product candidates could be disrupted if the operations of these suppliers are affected by a man-made or natural disaster or other business interruption. Our corporate headquarters is in Northern California near major earthquake faults and fire zones. The ultimate impact on us, our significant suppliers and our general infrastructure of being located near major earthquake faults and fire zones and being consolidated in certain geographical areas is unknown, but our operations and financial condition could suffer in the event of a major earthquake, fire or other natural disaster.

Even if we obtain regulatory approval of our product candidates, the products may not gain market acceptance among physicians, patients, hospitals, cancer treatment centers and others in the medical community.

The use of STING Activator, B-select or LADD product candidates as potential cancer treatments, even if approved, may not become broadly accepted by physicians, patients, hospitals, cancer treatment centers and others in the medical community. For example, certain of the product candidates that we are developing target a cell surface marker that may be present on non-cancerous cells as well as cancer cells. It is possible that our product candidates may kill these non-cancerous cells, which may result in unacceptable side effects, including death. Additional factors will influence whether our product candidates are accepted in the market, including:

- the clinical indications for which our product candidates are approved;
- physicians, hospitals, cancer treatment centers and patients considering our product candidates as a safe and effective treatment;
- the potential and perceived advantages of our product candidates over alternative treatments;
- the prevalence and severity of any side effects;
- side effects or results reported for competing products or product candidates that are perceived to have similarities to ours;
- product labeling or product insert requirements of the FDA or other regulatory authorities, including limitations or warnings;
- the timing of market introduction of our product candidates as well as competitive products;
- the cost of treatment in relation to alternative treatments;
- the availability of adequate coverage, reimbursement and pricing by third-party payors and government authorities;
- the willingness of patients to pay out-of-pocket in the absence of coverage by third-party payors and government authorities;
- adverse publicity or ethical or social controversies related to the use of our technologies or similar technologies;
- relative convenience and ease of administration, including as compared to alternative treatments and competitive therapies; and
- the effectiveness of our sales and marketing efforts.

If our product candidates are approved but fail to achieve or maintain market acceptance among physicians, patients, hospitals, cancer treatment centers or others in the medical community, we will not be able to generate significant revenue.

If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of our product candidates.

We face an inherent risk of product liability as a result of the clinical testing of our product candidates and will face an even greater risk if we commercialize any products. For example, we may be sued if our product candidates cause or are perceived to cause injury or are found to be otherwise unsuitable during clinical testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our product candidates. Even successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our product candidates;
 - injury to our reputation;
 - withdrawal of clinical trial participants;
 - initiation of investigations by regulators;
 - costs to defend the related litigation;
 - a diversion of management's time and our resources;
 - substantial monetary awards to trial participants or patients;
 - product recalls, withdrawals or labeling, marketing or promotional restrictions;
 - loss of revenue;
 - exhaustion of any available insurance and our capital resources;
 - the inability to commercialize any product candidate; and
 - a decline in our share price.
- We currently hold product liability insurance in amounts that we believe are customary for similarly situated companies and adequate to provide us with insurance coverage for foreseeable risks, but which may not be adequate to cover all liabilities that we may incur. Insurance coverage is increasingly expensive. We may not be able to maintain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims, which could inhibit the commercialization of products we develop, alone or with collaborators. Our insurance policies may have various exclusions, and we may be subject to a product liability claim for which we have no coverage. We may have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts. Even if our agreements with any future corporate collaborators entitle us to indemnification against losses, such indemnification may not be available or adequate should any claim arise.

Risks Related to Our Reliance on Third Parties

We have entered into licensing agreements with third parties for certain product candidates and as a result have placed restrictions on our development of certain product candidates for particular indications. We may elect to enter into additional licensing or collaboration agreements to partner our product candidates in territories we currently retain. Our dependence on such relationships may adversely affect our business.

We have, and we may seek to enter into additional, collaboration agreements with other pharmaceutical or biotechnology companies. Any failure by our partners to perform their obligations or any decision by our partners to terminate these agreements could negatively impact our ability to successfully develop, obtain regulatory approvals for and commercialize our product candidates. In the event we grant exclusive rights to such partners, we would be precluded from potential commercialization of our product candidates within the territories in which we have a partner. For example, we have entered into a collaboration and license agreement with Novartis for the development and commercialization of STING Activator product candidates in oncology. Under this agreement, we have granted Novartis a co-exclusive license to develop such products worldwide and an exclusive license to commercialize such products outside of the United States. We have also entered into a worldwide development and commercialization agreement with Merck for the development of an anti-CD27 agonist. In addition, we have entered into exclusive research and license agreements with Janssen for the development and commercialization of ADU-741, GVAX for prostate cancer and ADU-214 for lung cancer. Under these agreements, we have granted Janssen exclusive rights to develop and commercialize LADD product candidates for prostate and lung cancers. We have granted Janssen exclusive rights to develop and commercialize LADD product candidates with certain antigens and antigen combinations implicated in lung and other cancers for all fields of use. In addition, any termination of our collaboration agreements will terminate the funding we may receive under the relevant collaboration agreement and may impair our ability to fund further development efforts and our progress in our development programs.

Our commercialization strategy for our product candidates may depend on our ability to enter into agreements with collaborators to obtain assistance and funding for the development and potential commercialization of our product candidates in the territories in which we seek to partner. Despite our efforts, we may be unable to secure additional collaborative licensing or other arrangements that are necessary for us to further develop and commercialize our product candidates. Supporting diligence activities conducted by potential collaborators and negotiating the financial and other terms of a collaboration agreement are long and complex processes with uncertain results. Even if we are successful in entering into one or more collaboration agreements, collaborations may involve greater uncertainty for us, as we have less control over certain aspects of our collaborative programs than we do over our proprietary development and commercialization programs. For example, under our collaboration and license agreement with Novartis, we are responsible for a share of the worldwide joint development costs, which may be significant. If we elect to reduce our share of development funding as provided for under the agreement, our share in profits would decrease or convert to a royalty. We may determine that continuing a collaboration under the terms provided is not in our best interest, and we may terminate the collaboration. Our potential future collaborators could delay or terminate their agreements, and as a result our product candidates may never be successfully commercialized.

Further, our collaborators may develop alternative products or pursue alternative technologies either on their own or in collaboration with others, including our competitors, and the priorities or focus of our collaborators may shift such that our product candidates receive less attention or resources than we would like, or they may be terminated altogether. In addition, we could have disputes with our collaborators, including regarding development plans or the interpretation of terms in our agreements. Any such disagreements could lead to delays in the development or commercialization of our product candidates or could result in time-consuming and expensive litigation or arbitration, which may not be resolved in our favor.

We rely and will rely on third parties to conduct our clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines, we may not be able to obtain regulatory approval of or commercialize our product candidates.

We depend and plan to continue to depend upon independent investigators, other third parties and collaborators, such as universities, medical institutions, CROs and strategic partners, to conduct our preclinical and clinical trials under agreements with us. We have to negotiate budgets and contracts with CROs and study sites, which may result in delays to our development timelines and increased costs. We rely and plan to continue relying heavily on these third parties over the course of our clinical trials, and we control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol, legal, regulatory and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities. We and these third parties are required to comply with good clinical practices, or GCPs, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities for product candidates in clinical development. Regulatory authorities enforce these GCPs through periodic inspections of trial sponsors, principal investigators and trial sites. If we or any of these third parties fail to comply with applicable GCP regulations, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that, upon inspection, such regulatory authorities will determine that any of our clinical trials comply with the GCP regulations. In addition, our clinical trials must be conducted with

biologic product produced under cGMPs regulations. Our failure or any failure by these third parties to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be implicated if any of these third parties violates federal or state fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

Any third parties conducting our clinical trials are not our employees and, except for remedies available to us under our agreements with such third parties, we cannot control whether or not they devote sufficient time and resources to our ongoing preclinical, clinical and nonclinical programs. These third parties may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical studies or other drug development activities, which could affect their performance on our behalf. If these third parties do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols or regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated and we may not be able to complete development of, obtain regulatory approval of or successfully commercialize our product candidates. As a result, our financial results and the commercial prospects for our product candidates would be harmed, our costs could increase and our ability to generate revenue could be delayed.

Switching or adding third parties to conduct our clinical trials involves substantial cost and requires extensive management time and focus. In addition, there is a natural transition period when a new third party commences work. As a result, delays occur, which can materially impact our ability to meet our desired clinical development timelines. Though we carefully manage our relationships with third parties conducting our clinical trials, we cannot assure you that we will not encounter similar challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition and prospects.

We are subject to a multitude of manufacturing risks, any of which could substantially increase our costs, limit supply of our product candidates and interfere with obtaining product commercialization approvals.

We currently rely on outside vendors to manufacture clinical supplies of our product candidates and have limited experience manufacturing our product candidates. In order to develop our product candidates, apply for regulatory approvals and commercialize our products, if approved, we will need to develop, contract for, or otherwise arrange for the necessary manufacturing capabilities.

We may in the future manufacture limited quantities of clinical trial materials ourselves, but currently rely on a limited number of contract manufacturing organizations, or CMOs, for our clinical product supplies. There are risks inherent in the manufacture of medical products that could affect the ability of our CMOs to meet our delivery time requirements or provide adequate amounts of material to meet our needs. Manufacturers of biologic products often encounter difficulties in production, particularly in scaling up and validating initial production. Typical manufacturing problems include low product yields, quality control failures, product instability, operator error, shortages of qualified personnel, storage mistakes, and unpredictable production costs. If contaminants are discovered in our supply of our product candidates or in the manufacturing facilities, manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination, thereby interrupting supply.

If in the future we develop our own manufacturing capabilities by building our own manufacturing facilities, we will incur significant expenditures. In addition, the construction and qualification of our drug substance facility may take several years to complete and there are many risks inherent in the construction of a new facility that could result in delays and additional costs, including the need to obtain access to necessary equipment and third-party technology, if any. In addition, we would likely need to continue to, hire and train qualified employees to staff our facilities.

The manufacturing process for any products that we may develop is subject to the FDA and foreign regulatory authority approval process and we will need to meet, and will need to contract with CMOs who can meet, all applicable FDA and foreign regulatory authority requirements on an ongoing basis. In addition, if we receive the necessary regulatory approval for any product candidate, we also expect to rely on third parties to produce materials required for commercial supply. If we are unable to obtain or maintain CMOs for these product candidates, or to do so on commercially reasonable terms, we may not be able to successfully develop and commercialize our products.

To the extent that we have existing, or enter into future, manufacturing arrangements with third parties, we depend, and will depend in the future, on these third parties to perform their obligations in a timely manner and consistent with contractual and regulatory requirements. The failure of any CMO to perform its obligations as expected, or, to the extent we manufacture all or a portion of our product candidates ourselves, our failure to execute on our manufacturing requirements, could adversely affect our business.

If any CMO with whom we contract fails to perform its obligations, our ability to provide our product candidates to patients in clinical trials would be jeopardized. Any delay or interruption in the supply of clinical trial materials could delay the completion of

clinical trials, increase the costs associated with maintaining clinical trial programs and, depending upon the period of delay, require us to commence new clinical trials at additional expense or terminate clinical trials completely.

We may not realize the benefits of acquisitions or strategic transactions, including our acquisition of Aduro Biotech Europe.

We acquired Aduro Biotech Europe in October 2015, and may acquire or license other businesses, products or technologies, as well as pursue strategic alliances, joint ventures or investments in complementary businesses. The success of acquisitions, including our acquisition of Aduro Biotech Europe, and any future strategic transactions, depends on a number of risks and uncertainties, including:

- unanticipated liabilities related to acquired companies;
- difficulties integrating acquired personnel, technologies and operations into our existing business;
- retention of key employees;
- diversion of management time and focus from operating our business to identification, negotiation or management of any strategic alliances or joint ventures or acquisition integration challenges;
- increases in expenses and reductions in our cash available for operations and other uses;
- disruption in our relationships with collaborators or suppliers as a result of such a transaction;
- stock issuances that dilute existing stockholders;
- competition for appropriate strategic alternatives;
- difficulty negotiating or executing any such arrangements; and
- possible write-offs or impairment charges relating to acquired businesses.

If any of these risks or uncertainties occur, we may not realize the anticipated benefit of any acquisition or strategic transaction. For example, Aduro Biotech Europe's B-select antibody platform may fail to identify product candidates that are safe and effective, or at all. Additionally, foreign acquisitions, including our acquisition of Aduro Biotech Europe are subject to additional risks, including those related to integration of operations across different cultures and languages, currency risks, potentially adverse tax consequences of overseas operations and the particular economic, political and regulatory risks associated with specific countries.

If our third-party manufacturers use hazardous and biological materials in a manner that causes injury or violates applicable law, we may be liable for damages.

Our research and development activities involve the controlled use of potentially hazardous substances, including chemical and biological materials, by our third-party manufacturers. Our manufacturers are subject to federal, state and local laws and regulations in the United States governing the use, manufacture, storage, handling and disposal of medical and hazardous materials. Although we believe that our manufacturers' procedures for using, handling, storing and disposing of these materials comply with legally prescribed standards, we cannot completely eliminate the risk of contamination or injury resulting from medical or hazardous materials. As a result of any such contamination or injury, we may incur liability or local, city, state or federal authorities may curtail the use of these materials and interrupt our business operations. In the event of an accident, we could be held liable for damages or penalized with fines, and the liability could exceed our resources. We do not have any insurance for liabilities arising from medical or hazardous materials. Compliance with applicable environmental laws and regulations is expensive, and current or future environmental regulations may impair our research, development and production efforts, which could harm our business, prospects, financial condition or results of operations.

Risks Related to Government Regulation

The FDA regulatory approval process is lengthy and time-consuming, and we may experience significant delays in the clinical development and regulatory approval of our product candidates.

The time required to obtain approval by the FDA and comparable foreign authorities is unpredictable but typically takes many years following the commencement of clinical trials and depends upon numerous factors, including the substantial discretion of the regulatory authorities. In addition, approval policies, regulations or the type and amount of clinical data necessary to gain approval may change during the course of a product candidate's clinical development and may vary among jurisdictions. We have not previously submitted a BLA or NDA to the FDA, or similar marketing applications filings to comparable foreign authorities. A BLA or NDA must include extensive preclinical and clinical data and supporting information to establish the product candidate's safety, purity and potency, or safety and effectiveness for each desired indication. The BLA or NDA must also include significant

information regarding the chemistry, manufacturing and controls for the product. We expect the novel nature of our product candidates to create further challenges in obtaining regulatory approval. For example, the FDA has limited experience with commercial development of immunotherapies for cancer. We also intend to obtain regulatory approval of future product candidates regardless of cancer type or origin, which the FDA may have difficulty accepting if our clinical trials only involved cancers of certain origins. Accordingly, the regulatory approval pathway for our product candidates may be uncertain, complex, expensive and lengthy, and approval may not be obtained.

Our product candidates could fail to receive regulatory approval for many reasons, including the following:

- the FDA or comparable foreign regulatory authorities may disagree with the design or implementation of our clinical trials;
- we may be unable to demonstrate to the satisfaction of the FDA or comparable foreign regulatory authorities that a product candidate is safe and effective for its proposed indication;
- the results of clinical trials may not meet the level of statistical significance required by the FDA or comparable foreign regulatory authorities for approval;
- we may be unable to demonstrate that a product candidate's clinical and other benefits outweigh its safety risks;
- the FDA or comparable foreign regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- the data collected from clinical trials of our product candidates may not be sufficient to support the submission of a BLA or other submission or to obtain regulatory approval in the United States or elsewhere;
- the FDA or comparable foreign regulatory authorities may fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies; or
- the approval policies or regulations of the FDA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval.

This lengthy approval process as well as the unpredictability of future clinical trial results may result in our failing to obtain regulatory approval to market our product candidates, which would significantly harm our business, results of operations and prospects.

In addition, even if we were to obtain approval, regulatory authorities may approve any of our product candidates for fewer or more limited indications than we request, may not approve the price we intend to charge for our products, may grant approval contingent on the performance of costly post-marketing clinical trials or may approve a product candidate with a label that does not include the labeling claims necessary or desirable for the successful commercialization of that product candidate. Any of the foregoing scenarios could materially harm the commercial prospects for our product candidates.

Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not mean that we will be successful in obtaining regulatory approval of our product candidates in other jurisdictions.

Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not guarantee that we will be able to obtain or maintain regulatory approval in any other jurisdiction, while a failure or delay in obtaining regulatory approval in one jurisdiction may have a negative effect on the regulatory approval process in others. For example, even if the FDA grants marketing approval of a product candidate, comparable regulatory authorities in foreign jurisdictions must also approve the manufacturing, marketing and promotion of the product candidate in those countries. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and greater than, those in the United States, including additional preclinical studies or clinical trials as clinical studies conducted in one jurisdiction may not be accepted by regulatory authorities in other jurisdictions. In many jurisdictions outside the United States, a product candidate must be approved for reimbursement before it can be approved for sale in that jurisdiction. In some cases, the price that we intend to charge for our products is also subject to approval.

We may also submit marketing applications in other countries. Regulatory authorities in jurisdictions outside of the United States have requirements for approval of product candidates with which we must comply prior to marketing in those jurisdictions. Obtaining foreign regulatory approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our products in certain countries. If we fail to comply with the regulatory requirements in international markets and/or receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of our product candidates will be harmed.

Even if we receive regulatory approval of our product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our product candidates.

Any regulatory approvals that we receive for our product candidates may be subject to limitations on the approved indicated uses for which the product may be marketed or the conditions of approval, or contain requirements for potentially costly post-market testing and surveillance to monitor the safety and efficacy of the product candidate. The FDA may also require a REMS as a condition of approval of our product candidates, which could include requirements for a medication guide, physician communication plans or additional elements to ensure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. In addition, if the FDA or a comparable foreign regulatory authority approves our product candidates, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion, import, export and recordkeeping for our product candidates will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as continued compliance with cGMPs and GCPs for any clinical trials that we conduct post-approval. Later discovery of previously unknown problems with our product candidates, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

- restrictions on the marketing or manufacturing of our product candidates, withdrawal of the product from the market, or voluntary or mandatory product recalls;
- fines, warning letters or holds on clinical trials;
- refusal by the FDA to approve pending applications or supplements to approved applications filed by us or suspension or revocation of license approvals;
- product seizure or detention, or refusal to permit the import or export of our product candidates; and
- injunctions or the imposition of civil or criminal penalties.

The FDA's and other regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained and we may not achieve or sustain profitability.

Coverage and reimbursement may be limited or unavailable in certain market segments for our product candidates, which could make it difficult for us to sell our product candidates profitably.

Successful sales of our product candidates, if approved, depend, in part, on the availability of adequate coverage and reimbursement from third-party payors. In addition, because our product candidates represent new approaches to the treatment of cancer, we cannot accurately estimate the potential revenue from our product candidates.

Patients who are provided medical treatment for their conditions generally rely on third-party payors to reimburse all or part of the costs associated with their treatment. Adequate coverage and reimbursement from governmental healthcare programs, such as Medicare and Medicaid, and commercial payors is critical to new product acceptance.

Government authorities and third-party payors, such as private health insurers and health maintenance organizations, decide which drugs and treatments they will cover and the amount of reimbursement. Reimbursement by a third-party payor may depend upon a number of factors, including, but not limited to, the third-party payor's determination that use of a product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

Obtaining coverage and reimbursement approval of a product from a government or other third-party payor is a time-consuming and costly process that could require us to provide to the payor supporting scientific, clinical and cost-effectiveness data for the use of our products. Even if we obtain coverage for a given product, the resulting reimbursement payment rates might not be adequate for us

to achieve or sustain profitability or may require co-payments that patients find unacceptably high. Further, we plan to develop our product candidates for use in combination with other products, which may make them cost prohibitive or less likely to be covered by third-party payors. Patients are unlikely to use our product candidates unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our product candidates.

In the United States, no uniform policy of coverage and reimbursement for products exists among third-party payors. Therefore, coverage and reimbursement for products can differ significantly from payor to payor. As a result, the coverage determination process is often a time-consuming and costly process that will require us to provide scientific, clinical and cost-effectiveness data and support for the use of our product candidates to each payor separately, with no assurance that coverage and adequate reimbursement will be obtained. We intend to seek approval to market our product candidates in both the United States and in selected foreign jurisdictions. If we obtain approval in one or more foreign jurisdictions for our product candidates, we will be subject to rules and regulations in those jurisdictions.

Our product candidates may be subject to government price controls that may affect our revenue.

There has been heightened governmental scrutiny in the United States and abroad of pharmaceutical pricing practices in light of the rising cost of prescription drugs and biologics. In the United States, at the federal level such scrutiny has resulted in several recent congressional inquiries and proposed legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for products. Congress and the Trump administration have each recently indicated that it will continue to seek new legislative and/or administrative measures to control drug costs. At the state level, legislatures are increasingly passing legislation and implementing regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. Outside of the United States, particularly in the EU, the pricing of prescription pharmaceuticals is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a product. To obtain coverage and reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidate to other available therapies. If reimbursement of our products is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, our business could be harmed.

Recently enacted and future legislation may increase the difficulty and cost for us to obtain marketing approval of and commercialize our product candidates and affect the prices we may obtain.

Third-party payors, whether domestic or foreign, or governmental or commercial, are developing increasingly sophisticated methods of controlling healthcare costs. In both the United States and certain foreign jurisdictions, there have been a number of legislative and regulatory changes to health care systems that could impact our ability to sell our products profitably. In particular, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, collectively, the Affordable Care Act, was enacted. The Affordable Care Act and its implementing regulations, among other things, subjected biologic products to potential competition by lower-cost biosimilars, addressed a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for certain drugs and biologics, including our product candidates, that are inhaled, infused, instilled, implanted or injected, increased the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program, extended the Medicaid Drug Rebate Program to utilization of prescriptions of individuals enrolled in Medicaid managed care organizations, subjected manufacturers to new annual fees and taxes for certain branded prescription drugs, provided incentives to programs that increase the federal government's comparative effectiveness research and established a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D.

Some of the provisions of the Affordable Care Act have yet to be implemented, and there have been judicial and Congressional challenges to certain aspects of the Affordable Care Act, as well as recent efforts by the Trump administration to repeal or replace certain aspects of the Affordable Care Act. Since January 2017, President Trump has signed two Executive Orders designed to delay the implementation of any certain provisions of the Affordable Care Act or otherwise circumvent some of the requirements for health insurance mandated by the Affordable Care Act. Concurrently, Congress has considered legislation that would repeal or repeal and replace all or part of the Affordable Care Act. While Congress has not passed comprehensive repeal legislation, two bills affecting the implementation of certain taxes under the Affordable Care Act have been enacted. The Tax Cuts and Jobs Act of 2017 includes a provision repealing, effective January 1, 2019, the tax-based shared responsibility payment imposed by the Affordable Care Act on certain individuals who fail to maintain qualifying health coverage for all or part of a year that is commonly referred to as the "individual mandate." Additionally, on January 22, 2018, President Trump signed a continuing resolution on appropriations for fiscal year 2018 that delayed the implementation of certain fees mandated fees under the Affordable Care Act, including the so-called "Cadillac" tax on certain high cost employer-sponsored insurance plans, the annual fee imposed on certain health insurance providers

based on market share, and the medical device excise tax on non-exempt medical devices. Congress may consider other legislation to repeal or replace other elements of the Affordable Care Act. Thus, the full impact of the Affordable Care Act, or any law replacing elements of it, on our business remains unclear. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability, or commercialize our drugs.

Other legislative changes have been proposed and adopted in the United States since the Affordable Care Act was enacted. In August 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers of 2% per fiscal year, which went into effect in April 2013, and will remain in effect through 2025 unless additional Congressional action is taken. In January 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, or the ATRA, which, among other things, further reduced Medicare payments to several providers, including hospitals and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

There have been, and likely will continue to be, legislative and regulatory proposals at the foreign, federal and state levels directed at broadening the availability of healthcare and containing or lowering the cost of healthcare. We cannot predict the initiatives that may be adopted in the future. The continuing efforts of the government, insurance companies, managed care organizations and other payors of healthcare services to contain or reduce costs of healthcare and/or impose price controls may adversely affect:

- the demand for our product candidates, if we obtain regulatory approval;
- our ability to set a price that we believe is fair for our products;
- our ability to generate revenue and achieve or maintain profitability;
- the level of taxes that we are required to pay; and
- the availability of capital.

Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors, which may adversely affect our future profitability.

Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for pharmaceutical products. We cannot be sure whether additional legislative changes will be enacted, or whether FDA regulations, guidance or interpretations will be changed, or what the impact of such changes on the regulatory approvals of our product candidates, if any, may be. In addition, increased scrutiny by the U.S. Congress of the FDA's approval process may significantly delay or prevent regulatory approval, as well as subject us to more stringent product labeling and post-marketing testing and other requirements.

Our current and future relationships with customers and third-party payors in the United States and elsewhere may be subject, directly or indirectly, to applicable anti-kickback, fraud and abuse, false claims, transparency, health information privacy and security and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm, administrative burdens and diminished profits and future earnings.

Healthcare providers, physicians and third-party payors in the United States and elsewhere will play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval. Our future arrangements with third-party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations, including, without limitation, the federal Anti-Kickback Statute and the federal False Claims Act, which may constrain the business or financial arrangements and relationships through which we sell, market and distribute any drugs for which we obtain marketing approval. In addition, we may be subject to transparency laws and patient privacy regulation by the U.S. federal and state governments and by governments in foreign jurisdictions in which we conduct our business. The applicable federal, state and foreign healthcare laws and regulations that may affect our ability to operate include:

- the federal Anti-Kickback Statute, which prohibits, among other things, knowingly and willfully soliciting, receiving, offering or paying any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce, or in return for, either the referral of an individual, or the purchase, lease, order or recommendation of any good, facility, item or service for which payment may be made, in whole or in part, under a federal healthcare program, such as the Medicare and Medicaid programs. A person or entity can be found guilty of violating the statute without actual knowledge of the statute or specific intent to violate it. In addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal False Claims Act;

- federal civil and criminal false claims laws and civil monetary penalty laws, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, claims for payment or approval from Medicare, Medicaid, or other third-party payors that are false or fraudulent or knowingly making a false statement to improperly avoid, decrease or conceal an obligation to pay money to the federal government;
- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which created federal criminal statutes that prohibit knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program or obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by, or under the custody or control of, any healthcare benefit program, regardless of the payor (e.g., public or private) and knowingly and willfully falsifying, concealing or covering up by any trick or device a material fact or making any materially false statements in connection with the delivery of, or payment for, healthcare benefits, items or services relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or entity can be found guilty of violating these statutes without actual knowledge of the statutes or specific intent to violate them;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and their respective implementing regulations, which impose requirements on certain covered healthcare providers, health plans and healthcare clearinghouses as well as their respective business associates that perform services for them that involve the use, or disclosure of, individually identifiable health information, relating to the privacy, security and transmission of individually identifiable health information without appropriate authorization;
- the federal Physician Payments Sunshine Act, created under the Affordable Care Act, and its implementing regulations, which require manufacturers of drugs, devices, biologicals and medical supplies for which payment is available under Medicare, Medicaid or the Children’s Health Insurance Program (with certain exceptions) to report annually to the United States Department of Health and Human Services, or HHS, information related to payments or other transfers of value made to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members and payments or other “transfers of value” made to such physician owners;
- federal consumer protection and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm consumers; and
- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers; state and foreign laws that require pharmaceutical companies to comply with the pharmaceutical industry’s voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government or otherwise restrict payments that may be made to healthcare providers; state and foreign laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures; and state and foreign laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Because of the breadth of these laws and the narrowness of the statutory exceptions and regulatory safe harbors available under such laws, it is possible that some of our business activities could be subject to challenge under one or more of such laws. The scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. Federal and state enforcement bodies have recently increased their scrutiny of interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. Responding to investigations can be time-and resource-consuming and can divert management’s attention from the business. Additionally, as a result of these investigations, healthcare providers and entities may have to agree to additional onerous compliance and reporting requirements as part of a consent decree or corporate integrity agreement. Any such investigation or settlement could increase our costs or otherwise have an adverse effect on our business.

If our operations are found to be in violation of any of the laws described above or any other government regulations that apply to us, we may be subject to penalties, including civil and criminal penalties, damages, fines, disgorgement, imprisonment, additional reporting requirements and/or oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws, exclusion from participation in federal and state healthcare programs and the curtailment or restricting of our operations, any of which could harm our ability to operate our business and our financial results. In addition, the approval and commercialization of any of our product candidates outside the United States will also likely subject us to foreign equivalents of the healthcare laws mentioned above, among other foreign laws.

Risks Related to Our Intellectual Property

If we are unable to protect our intellectual property rights or if our intellectual property rights are inadequate for our technology and product candidates, our competitive position could be harmed.

Our commercial success will depend in part on our ability to obtain and maintain patent and other intellectual property protection in the United States and other countries with respect to our proprietary technology and products. We rely on trade secret, patent, copyright and trademark laws, and confidentiality, licensing and other agreements with employees and third parties, all of which offer only limited protection. We seek to protect our proprietary position by filing and prosecuting patent applications in the United States and abroad related to our novel technologies and products that are important to our business.

The patent positions of biotechnology and pharmaceutical companies generally are highly uncertain, involve complex legal and factual questions and have in recent years been the subject of much litigation. As a result, the issuance, scope, validity, enforceability and commercial value of our patents, including those patent rights licensed to us by third parties, are highly uncertain. The steps we or our licensors have taken to protect our proprietary rights may not be adequate to preclude misappropriation of our proprietary information or infringement of our intellectual property rights, both inside and outside of the United States. Further, the examination process may require us or our licensors to narrow the claims for our pending patent applications, which may limit the scope of patent protection that may be obtained if these applications issue. The rights already granted under any of our currently issued patents or those licensed to us and those that may be granted under future issued patents may not provide us with the proprietary protection or competitive advantages we are seeking. If we or our licensors are unable to obtain and maintain patent protection for our technology and products, or if the scope of the patent protection obtained is not sufficient, our competitors could develop and commercialize technology and products similar or superior to ours, and our ability to successfully commercialize our technology and products may be adversely affected. It is also possible that we or our licensors will fail to identify patentable aspects of inventions made in the course of our development and commercialization activities before it is too late to obtain patent protection on them.

With respect to patent rights, we do not know whether any of the pending patent applications for any of our compounds or biologic products will result in the issuance of patents that effectively protect our technology or products, or if any of our issued patents or if any of our or our licensors' issued patents will effectively prevent others from commercializing competitive technologies and products. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing or in some cases not at all, until they are issued as a patent. Therefore, we cannot be certain that we or our licensors were the first to make the inventions claimed in our owned or licensed patents or pending patent applications, or that we or our licensors were the first to file for patent protection of such inventions.

Our pending applications cannot be enforced against third parties practicing the technology claimed in such applications unless and until a patent issues from such applications. Because the issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, issued patents that we own or have licensed from third parties may be challenged in the courts or patent offices in the United States and abroad. Such challenges may result in the loss of patent protection, the narrowing of claims in such patents or the invalidity or unenforceability of such patents, which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection for our technology and products. Protecting against the unauthorized use of our or our licensor's patented technology, trademarks and other intellectual property rights is expensive, difficult and may in some cases not be possible. In some cases, it may be difficult or impossible to detect third-party infringement or misappropriation of our intellectual property rights, even in relation to issued patent claims, and proving any such infringement may be even more difficult. For example, two of our patents, U.S. Patent Nos. 7,842,289 and 7,935,804, have previously been subject to reexamination proceedings in the U.S. Patent and Trademark office at the request of a third party.

Third parties may initiate legal proceedings alleging that we are infringing their intellectual property rights, the outcome of which would be uncertain and could harm our business.

Our commercial success depends upon our ability to develop, manufacture, market and sell our product candidates, and to use our related proprietary technologies without infringing the intellectual property rights of third parties. We may become party to, or threatened with, future adversarial proceedings or litigation regarding intellectual property rights with respect to our product candidates, including interference or derivation proceedings before the U.S. Patent and Trademark Office, or USPTO. Third parties may assert infringement claims against us based on existing patents or patents that may be granted in the future. If we are found to infringe a third party's intellectual property rights, we could be required to obtain a license from such third party to continue commercializing our product candidates. However, we may not be able to obtain any required license on commercially reasonable terms or at all. Under certain circumstances, we could be forced, including by court order, to cease commercializing our product candidates. In addition, in any such proceeding or litigation, we could also be found liable for monetary damages. A finding of infringement could prevent us from commercializing our product candidates or force us to cease some of our business operations, which could materially harm our business. Any claims by third parties that we have misappropriated their confidential information or trade secrets could have a similar negative impact on our business.

While our product candidates are in preclinical studies and clinical trials, we believe that their use in these preclinical studies and clinical trials falls within the scope of the exemptions provided by 35 U.S.C. Section 271(e) in the United States, which generally exempts from patent infringement liability activities reasonably related to the development and submission of information to the FDA. As our product candidates progress toward commercialization, the possibility of a patent infringement claim against us increases. We attempt to ensure that our product candidates and the methods we employ to manufacture them, as well as the methods for their use that we intend to promote, do not infringe other parties' patents and other proprietary rights. We cannot assure you they do not, however, and competitors or other parties may assert that we infringe their proprietary rights in any event.

In addition, we are testing our product candidates administered with other product candidates or products that are covered by patents held by other companies or institutions. In the event that a labeling instruction is required in product packaging recommending that combination, we could be accused of, or held liable for, infringement of the third-party patents covering the product candidate or product recommended for administration with our product candidates. In such a case, we could be required to obtain a license from the other company or institution to use the required or desired package labeling, which may not be available on commercially reasonable terms, or at all.

We are aware of certain U.S. and foreign patents owned by a certain third party with claims that are broadly directed to a *Listeria* vaccine strain that contains certain proteins, some of these patents expire as late as 2021. These patents could be construed to cover CRS-207. In addition, we are aware of certain U.S. and foreign patents owned by a certain third party with claims that are broadly directed methods of using *Listeria*-based vaccines to treat certain cancers, which patents expire in 2017. The patents expiring in 2017 may be construed to cover our LADD product candidate, CRS-207, as well as the product candidates licensed to Janssen, ADU-214 and ADU-741. Notwithstanding, we do not currently expect a product launch of an Aduro product prior to expiration of the above patents and, therefore, the patents would not appear relevant to our commercialization plans unless our approval was accelerated or the patents somehow were extended.

If we breach any of our license agreements, it could have a material adverse effect on our commercialization efforts for our product candidates.

Our commercial success depends on our ability, and the ability of our licensors and collaborators, to develop, manufacture, market and sell our product candidates and use our licensors' or collaborators' proprietary technologies without infringing the property rights of third parties. For example, we have entered into license agreements with the Regents of the University of California related to our LADD product candidates, and license agreements with Karagen Pharmaceuticals, Inc. and the Regents of the University of California and a consortium of universities led by Memorial Sloan Kettering related to STING Activators, and we expect to enter into additional licenses in the future. If we fail to comply with the obligations under these agreements, including payment and diligence terms, our licensors may have the right to terminate these agreements, in which event we may not be able to develop, manufacture, market or sell any product that is covered by these agreements or may face other penalties under the agreements. Such an occurrence could materially adversely affect the value of the product candidate being developed under any such agreement. Termination of these agreements or reduction or elimination of our rights under these agreements may result in our having to negotiate new or reinstated agreements, which may not be available to us on equally favorable terms, or at all, or cause us to lose our rights under these agreements, including our rights to intellectual property or technology important to our development programs.

We have granted our partners rights to control certain matters related to our intellectual rights for licensed products. Our inability to control the filing, prosecution, maintenance and enforcement of such patents could materially harm our business.

As part of the license agreements with Janssen related to ADU-214 or ADU-741, we have granted Janssen the initial right and responsibility to file, prosecute, maintain and enforce any patents and patent applications that contain pending or issued claims that are specifically directed to the antigens contained in ADU-214 or ADU-741, including the rights to determine the strategy to apply for the extension of the term of certain licensed patents. As part of the license agreement with Merck related to CD27, we have granted Merck the first rights to prosecute certain patent rights, rights to determine the strategy to apply for patent term extensions and we are required to consult with Merck with respect to infringement matters related to certain licensed patents. Our inability to control these intellectual property rights could materially harm our business. For example, if a third party is infringing one of the antigen-specific patents by marketing a product that is identical or similar to ADU-214 for the treatment of lung cancer (such as a biosimilar of ADU-214), Janssen would have the initial right to enforce the antigen-specific patents against the third party and may make decisions with which we may not agree. Further, these partners may decide not to apply for extension of any term of a licensed patent that may otherwise be eligible for extension, which could decrease the royalties for the sale of products relating to such patents.

We may not be able to protect our intellectual property rights throughout the world.

Filing, prosecuting and defending patents on all of our product candidates throughout the world would be prohibitively expensive, and our or our licensors' intellectual property rights in some countries outside the United States can be less extensive than those in the United States. In addition, the laws and practices of some foreign countries do not protect intellectual property rights to

the same extent as federal and state laws in the United States. Consequently, we and our licensors may not be able to prevent third parties from practicing our and our licensors' inventions in all countries outside the United States, or from selling or importing products made using our and our licensors' inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products, and may export otherwise infringing products to territories where we or our licensors have patent protection, but where enforcement is not as strong as that in the United States. These products may compete with our products in jurisdictions where we do not have any issued patents and our patent claims or other intellectual property rights may not be effective or sufficient to prevent them from so competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in certain foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents and other intellectual property protection, particularly those relating to biopharmaceuticals, which could make it difficult for us to stop the infringement of our or our licensor's patents or marketing of competing products in violation of our proprietary rights generally in those countries. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial cost and divert our efforts and attention from other aspects of our business, could put our and our licensors' patents at risk of being invalidated or interpreted narrowly and our and our licensors' patent applications at risk of not issuing and could provoke third parties to assert claims against us or our licensors. We or our licensors may not prevail in any lawsuits that we or our licensors initiate and the damages or other remedies awarded, if any, may not be commercially meaningful.

The laws of certain foreign countries may not protect our rights to the same extent as the laws of the United States, and these foreign laws may also be subject to change. For example, methods of treatment and manufacturing processes may not be patentable in certain jurisdictions, and the requirements for patentability may differ in certain countries, particularly developing countries. Furthermore, generic and/or biosimilar product manufacturers or other competitors may challenge the scope, validity or enforceability of our or our licensors' patents, requiring us or our licensors to engage in complex, lengthy and costly litigation or other proceedings.

Generic or biosimilar product manufacturers may develop, seek approval for, and launch biosimilar versions or generic versions, respectively, of our products. The FDA has published four draft guidance documents on biosimilar product development. For the FDA to approve a biosimilar product as interchangeable with a reference product, the agency must find that the biosimilar product can be expected to produce the same clinical results as the reference product and, for products administered multiple times, the biosimilar and the reference biologic may be switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic. However, complexities associated with the larger, and often more complex, structures of biological products, as well as the process by which such products are manufactured, pose significant hurdles to implementation, which are still being worked out by the FDA. To date, no biosimilar or interchangeable biologic has been licensed under the Biologics Price Competition and Innovation Act of 2009, or BPCIA, framework, although such approvals have occurred in Europe, and it is anticipated that the FDA will approve a biosimilar in the relatively near future. If any of our product candidates are approved by the FDA, the approval of a biologic product biosimilar to one of our products could have a material impact on our business. In particular, a biosimilar could be significantly less costly to bring to market and priced significantly lower than our products, if approved by the FDA.

Some jurisdictions may require us to grant licenses to third parties. Such compulsory licenses could be extended to include some of our product candidates, which may limit our potential revenue opportunities.

Many countries, including European Union countries, have compulsory licensing laws under which a patent owner may be compelled under certain circumstances to grant licenses to third parties. In those countries, we and our licensors may have limited remedies if patents are infringed or if we or our licensors are compelled to grant a license to a third party, which could materially diminish the value of those patents. This could limit our potential revenue opportunities. Accordingly, our and our licensors' efforts to enforce intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we own or license.

Patent terms may be inadequate to protect our competitive position on our products for an adequate amount of time, and our product candidates for which we intend to seek approval as biologic products may face competition sooner than anticipated.

Given the amount of time required for the development, testing and regulatory review of new product candidates, such as our product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. Currently, we own or license patent families that cover our LADD technology platform, which expire between 2022 and 2027, subject to any extensions, and we own or license patent families that cover *Listeria* strains engineered to express, or improve the expression of, particular antigens, which, if issued, expire between 2031 and 2037. We also own or license patent families that cover STING Activators, which, if issued, expire between 2025 and 2037, subject to any extensions. We expect to seek extensions of patent terms in the United States and, if available, in other countries where we are prosecuting patents. In the United States, the Drug Price Competition and Patent Term Restoration Act of 1984 permits a patent term extension of up to five years beyond the normal expiration of the patent, which is limited to the approved indication (or any additional indications approved during the period of

extension). However, the applicable authorities, including the FDA and the USPTO in the United States, and any equivalent regulatory authority in other countries, may not agree with our assessment of whether such extensions are available, and may refuse to grant extensions to our patents, or may grant more limited extensions than we request. If this occurs, our competitors may be able to take advantage of our investment in development and clinical trials by referencing our clinical and preclinical data and launch their product earlier than might otherwise be the case.

The BPCIA established legal authority for the FDA to review and approve biosimilar biologics, including the possible designation of a biosimilar as “interchangeable” based on its similarity to an existing brand product. Under the BPCIA, an application for a biosimilar product cannot be approved by the FDA until 12 years after the original branded product was approved under a BLA. The law is complex and is still being interpreted and implemented by the FDA. As a result, its ultimate impact, implementation, and meaning are subject to uncertainty. While it is uncertain when such processes intended to implement BPCIA may be fully adopted by the FDA, any such processes could have a material adverse effect on the future commercial prospects for our biological products.

We anticipate being awarded market exclusivity for each of our biological product candidates that is subject to its own BLA for 12 years in the United States, 10 years in Europe and significant durations in other markets. However, the term of the patents that cover such product candidates may not extend beyond the applicable market exclusivity awarded by a particular country. For example, in the United States, if all of the patents that cover our particular biologic product expire before the 12-year market exclusivity expires, a third party could submit a marketing application for a biosimilar product four years after approval of our biologic product, and the FDA could immediately review the application and approve the biosimilar product for marketing 12 years after approval of our biologic. Alternatively, a third party could submit a BLA for a similar or identical product any time after approval of our biologic product, and the FDA could immediately review and approve the similar or identical product for marketing and the third party could begin marketing the similar or identical product upon expiry of all of the patents that cover our particular biologic product.

Additionally, there is a risk that this exclusivity could be shortened due to congressional action or otherwise, or that the FDA will not consider our product candidates to be reference products for competing products, potentially creating the opportunity for generic competition sooner than anticipated. The extent to which a biosimilar, once approved, will be substituted for any one of our reference products in a way that is similar to traditional generic substitution for non-biological products is not yet clear, and will depend on a number of marketplace and regulatory factors that are still developing.

Changes in patent law could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.

As is the case with other pharmaceutical companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the pharmaceutical industry involve technological and legal complexity, and obtaining and enforcing pharmaceutical patents is costly, time-consuming, and inherently uncertain. Changes in either the patent laws or interpretation of the patent laws in the United States and other countries may diminish the value of our patents or narrow the scope of our patent protection. For example, the U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our and our licensors’ ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by Congress, the federal courts, and the USPTO, the laws and regulations governing patents could change in unpredictable ways that would weaken our and our licensors’ ability to obtain new patents or to enforce existing patents and patents we and our licensors may obtain in the future. Recent patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our and our licensors’ patent applications and the enforcement or defense of our or our licensors’ issued patents.

For instance, under the Leahy-Smith America Invents Act, or the Leahy-Smith Act, U.S. patent applications containing or at that at any time contained a claim not entitled to priority before March 16, 2013 are subject to a “first to file” system, in which the first inventor to file a patent application will be entitled to the patent. This “first to file” system requires us to be cognizant of the time from invention to filing of a patent application. Since patent applications in the United States and most other countries are confidential for a period of time after filing, we cannot be certain that we were the first to file any patent application related to our product candidates. Furthermore, for United States applications in which all claims are entitled to a priority date before March 16, 2013, an interference proceeding can be provoked by a third-party or instituted by the USPTO, to determine who was the first to invent any of the subject matter covered by the patent claims of our applications.

Periodic maintenance fees on any issued patent are due to be paid to the USPTO and foreign patent agencies in several stages over the lifetime of the patent. The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. While an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Noncompliance events that could result in abandonment or lapse of a patent or patent

application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. If we or our licensors fail to maintain the patents and patent applications covering our product candidates, our competitive position would be adversely affected.

We may become involved in lawsuits to protect or enforce our intellectual property, which could be expensive, time consuming and unsuccessful and have a material adverse effect on the success of our business.

Competitors may infringe our patents or misappropriate or otherwise violate our intellectual property rights. To counter infringement or unauthorized use, litigation may be necessary in the future to enforce or defend our intellectual property rights, to protect our trade secrets or to determine the validity and scope of our own intellectual property rights or the proprietary rights of others. Also, third parties may initiate legal proceedings against us or our licensors to challenge the validity or scope of intellectual property rights we own or control. These proceedings can be expensive and time consuming. Many of our current and potential competitors have the ability to dedicate substantially greater resources to defend their intellectual property rights than we can. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing upon or misappropriating our intellectual property. Litigation could result in substantial costs and diversion of management resources, which could harm our business and financial results. In addition, in an infringement proceeding, a court may decide that a patent owned by or licensed to us is invalid or unenforceable, or may refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation proceeding could put one or more of our patents at risk of being invalidated, held unenforceable or interpreted narrowly. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments in any such proceedings. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of shares of our common stock.

We may be subject to claims by third parties asserting that our licensors, employees or we have misappropriated their intellectual property, or claiming ownership of what we regard as our own intellectual property.

Many of our employees and our licensors' employees, including our senior management, were previously employed at universities or at other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Some of these employees, including each member of our senior management, executed proprietary rights, non-disclosure and non-competition agreements, or similar agreements, in connection with such previous employment. Although we try to ensure that our employees do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or these employees have used or disclosed intellectual property, including trade secrets or other proprietary information, of any such third party. Litigation may be necessary to defend against such claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel or sustain damages. Such intellectual property rights could be awarded to a third party, and we could be required to obtain a license from such third party to commercialize our technology or products. Such a license may not be available on commercially reasonable terms or at all. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management.

Intellectual property rights do not necessarily address all potential threats to our competitive advantage.

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations, and may not adequately protect our business, or permit us to maintain our competitive advantage. The following examples are illustrative:

- Others may be able to make compounds or biologics that are the same as or similar to our product candidates but that are not covered by the claims of the patents that we own or have exclusively licensed.
- We or our licensors or any strategic partners might not have been the first to make the inventions covered by the issued patents or pending patent applications that we own or have exclusively licensed.
- We or our licensors might not have been the first to file patent applications covering certain of our inventions.
- Others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights.
- It is possible that our pending patent applications will not lead to issued patents.
- Issued patents that we own or have licensed may not provide us with any competitive advantages, or may be held invalid or unenforceable as a result of legal challenges.
- Our competitors might conduct research and development activities in the United States and other countries that provide a safe harbor from patent infringement claims for certain research and development activities, as well as in countries where

we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets.

- We may not develop additional proprietary technologies that are patentable.
- The patents of others may have an adverse effect on our business.

If we are unable to protect the confidentiality of our proprietary information and know-how, the value of our technology and products could be adversely affected.

In addition to patent protection, we also rely on other proprietary rights, including protection of trade secrets, know-how and confidential and proprietary information. To maintain the confidentiality of trade secrets and proprietary information, we enter into confidentiality agreements with our employees, consultants and collaborators upon the commencement of their relationships with us. These agreements require that all confidential information developed by the individual or made known to the individual by us during the course of the individual's relationship with us be kept confidential and not disclosed to third parties. Our agreements with employees also provide that any inventions conceived by the individual in the course of rendering services to us shall be our exclusive property. However, we may not obtain these agreements in all circumstances, and individuals with whom we have these agreements may not comply with their terms. In the event of unauthorized use or disclosure of our trade secrets or proprietary information, these agreements, even if obtained, may not provide meaningful protection, particularly for our trade secrets or other confidential information. To the extent that our employees, consultants or contractors use technology or know-how owned by third parties in their work for us, disputes may arise between us and those third parties as to the rights in related inventions.

Adequate remedies may not exist in the event of unauthorized use or disclosure of our confidential information. The disclosure of our trade secrets would impair our competitive position and may materially harm our business, financial condition and results of operations.

Risks Related to our Financial Results

Our operating results may fluctuate significantly, which makes our future operating results difficult to predict and could cause our operating results to fall below expectations or our guidance.

Our quarterly and annual operating results may fluctuate significantly in the future, which makes it difficult for us to predict our future operating results. From time to time, in addition to existing agreements with Janssen, Novartis and Merck, we may enter into license or collaboration agreements with other companies that include development funding and significant upfront and milestone payments and/or royalties, which may become an important source of our revenue. Accordingly, our revenue may depend on development funding and the achievement of development and clinical milestones under current and any potential future license and collaboration agreements and sales of our products, if approved. These upfront and milestone payments may vary significantly from period to period and any such variance could cause a significant fluctuation in our operating results from one period to the next.

In addition, we measure compensation cost for stock-based awards made to employees at the grant date of the award, based on the fair value of the award as approved by the compensation committee and sub-committees, and recognize the cost as an expense over the employee's requisite service period. As the variables that we use as a basis for valuing these awards change over time, including our underlying stock price and stock price volatility, the magnitude of the expense that we must recognize may vary significantly.

Furthermore, our operating results may fluctuate due to a variety of other factors, many of which are outside of our control and may be difficult to predict, including the following:

- the timing and cost of, and level of investment in, research and development activities relating to our current and any future product candidates, which will change from time to time;
- our ability to enroll patients in clinical trials and the timing of enrollment;
- the cost of manufacturing our current and any future product candidates, which may vary depending on FDA guidelines and requirements, the quantity of production and the terms of our agreements with manufacturers;
- expenditures that we will or may incur to acquire or develop additional product candidates and technologies;
- the timing and outcomes of clinical studies for our product candidates or competing product candidates;
- competition from existing and potential future drugs that compete with our product candidates, and changes in the competitive landscape of our industry, including consolidation among our competitors or partners;
- any delays in regulatory review or approval of our product candidates;

- the level of demand for our product candidates, if approved, which may fluctuate significantly and be difficult to predict;
- the risk/benefit profile, cost and reimbursement policies with respect to our products candidates, if approved, and existing and potential future drugs that compete with our product candidates;
- our ability to commercialize our product candidates, if approved, inside and outside of the United States, either independently or working with third parties;
- our ability to establish and maintain collaborations, licensing or other arrangements;
- our ability to adequately support future growth;
- potential unforeseen business disruptions that increase our costs or expenses;
- future accounting pronouncements or changes in our accounting policies; and
- the changing and volatile global economic environment.

The cumulative effect of these factors could result in large fluctuations and unpredictability in our quarterly and annual operating results. As a result, comparing our operating results on a period-to-period basis may not be meaningful. Investors should not rely on our past results as an indication of our future performance. This variability and unpredictability could also result in our failing to meet the expectations of analysts or investors or below any forecasts we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price of our common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated revenue and/or earnings guidance we may provide.

The recently passed comprehensive tax reform bill could adversely affect our business and financial condition.

On December 22, 2017, President Donald J. Trump signed into law new tax legislation, the Tax Cuts and Jobs Act of 2017 (the “Tax Act”), which significantly changes the Internal Revenue Code of 1986, as amended. The Tax Act, among other things, contains significant changes to corporate taxation, including (1) reduction of the corporate tax rate from a top marginal rate of 35% to a flat rate of 21%; (2) limitation of the tax deduction for interest expense to 30% of adjusted earnings (except for certain small businesses); (3) for net operating losses generated after 2017, limitation of the deduction to 80% of current year taxable income, indefinite carryforward of net operating losses and elimination of net operating loss carrybacks; (4) changes in the treatment of offshore earnings regardless of whether they are repatriated; (5) mandatory capitalization of research and development expenses beginning in 2022; (6) immediate deductions for certain new investments instead of deductions for depreciation expense over time; (7) further deduction limits on executive compensation; (8) and modifying, repealing and creating many other business deductions and credits, including the reduction in the orphan drug credit from 50% to 25% of qualifying expenditures. We continue to examine the impact this tax reform legislation may have on our business. Notwithstanding the reduction in the corporate income tax rate, the overall impact of the Tax Act is uncertain and our business and financial condition could be adversely affected. The Tax Act could negatively impact our cash flow for years after 2017. The impact of this tax reform on holders of our common stock is also uncertain and could be adverse. This periodic report does not discuss the manner in which any such tax legislation might affect us or our stockholders in the future.

Our ability to use net operating loss carryforwards to offset future taxable income, and our ability to use tax credit carryforwards, may be subject to certain limitations.

Our ability to use our federal and state net operating losses, or NOLs, to offset potential future taxable income and related income taxes that would otherwise be due is dependent upon our generation of future taxable income, and we cannot predict with certainty when, or whether, we will generate sufficient taxable income to use all of our NOLs.

As of December 31, 2017, we reported U.S. federal, state and foreign NOL’s of approximately \$28.2 million, \$17.4 million, and \$38.9 million, respectively. The federal NOLs generated prior to 2018 will continue to be governed by the NOL tax rules as they existed prior to the adoption of the new Tax Act, which means that generally they will expire 20 years after they were generated if not used prior thereto. Many states have similar laws. Accordingly, these federal and state NOL’s could expire unused and be unavailable to offset future income tax liabilities. Under the newly enacted Tax Act, federal NOL’s generated in 2018 and in future years may be carried forward indefinitely, but the deductibility of such federal NOL’s is limited to 80% of current year taxable income. It is uncertain if and to what extent various states will conform to the newly enacted federal tax law.

In addition, under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, our ability to utilize these NOL’s and other tax attributes, such as federal tax credits, in any taxable year may be limited if we have experienced an “ownership change.” Generally, a Section 382 ownership change occurs if one or more stockholders or groups of stockholders who owns at least 5% of a corporation’s stock increases its ownership by more than 50 percentage points over its lowest ownership percentage within a three-year testing period. Similar rules may apply under state tax laws. We have experienced an ownership change that we believe

under Section 382 of the Code will result in limitations in our ability to use certain of our NOL's and credits. In addition, we may experience future ownership changes as a result of future offerings or other changes in the ownership of our stock, some of which are beyond our control. As a result, the amount of the NOL's and tax credit carryforwards presented in our financial statements could be limited and, in the case of NOL's generated in 2017 and before, may expire unused. Any such material limitation or expiration of our NOL's may harm our future operating results by effectively increasing our future tax obligations.

Risks Related to Ownership of our Common Stock

The price of our stock may be volatile, and you could lose all or part of your investment.

The trading price of our common stock has been, and is likely to continue to be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control, including limited trading volume and as a result of the factors discussed in this "Risk Factors" section and elsewhere in this Annual Report on Form 10-K among others.

In addition, the stock market in general, and the Nasdaq Global Select Market and biopharmaceutical companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance. In the past, securities class action litigation has often been instituted against companies following periods of volatility in the market price of a company's securities. This type of litigation, if instituted, could result in substantial costs and a diversion of management's attention and resources, which would harm our business, operating results or financial condition.

An active trading market for our common stock may not be maintained.

Our common stock is currently traded on the Nasdaq Global Select Market, but we can provide no assurance that we will be able to maintain an active trading market for our shares on the Nasdaq Global Select Market or any other exchange in the future. If there is no active market for our common stock, it may be difficult for our stockholders to sell shares without depressing the market price for the shares or at all.

We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock.

We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Any return to stockholders will therefore be limited to the appreciation of their stock.

Our principal stockholders and management own a significant percentage of our stock and will be able to exert significant control over matters subject to stockholder approval.

Our executive officers, directors, and 5% stockholders together beneficially own a significant percentage of our voting stock. These stockholders may be able to determine the outcome of matters requiring stockholder approval. For example, these stockholders may be able to control elections of directors, amendments of our organizational documents, or approval of any merger, sale of assets, or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest as one of our stockholders.

Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the U.S.

We prepare our financial statements in conformity with accounting principles generally accepted in the U.S. These accounting principles are subject to interpretation by the Financial Accounting Standards Board, or FASB, and the Securities and Exchange Commission. A change in these policies or interpretations could have a significant effect on our reported financial results, may retroactively affect previously reported results, could cause unexpected financial reporting fluctuations, and may require us to make costly changes to our operational processes and accounting systems.

Our revenue to date has been primarily derived from research and license agreements, which can result in significant fluctuation in our revenue from period to period, and our past revenue is therefore not necessarily indicative of our future revenue.

Our revenue is primarily derived from our research and license agreements, from which we receive upfront fees, contract research payments, milestone and other contingent payments based on clinical progress, regulatory progress or net sales achievements and royalties. Significant variations in the timing of receipt of cash payments and our recognition of revenue can result from significant payments based on the execution of new research and license agreements, the timing of clinical outcomes, regulatory approval, commercial launch or the achievement of certain annual sales thresholds. The amount of our revenue derived from research

and license agreements in any given period will depend on a number of unpredictable factors, including our ability to find and maintain suitable collaboration partners, the timing of the negotiation and conclusion of collaboration agreements with such partners, whether and when we or our collaboration partners achieve clinical, regulatory and sales milestones, the timing of regulatory approvals in one or more major markets, reimbursement levels by private and government payers, and the market introduction of new drugs or generic versions of the approved drug, as well as other factors. Our past revenue generated from these agreements is not necessarily indicative of our future revenue. If any of our existing or future collaboration partners fails to develop, obtain regulatory approval for, manufacture or ultimately commercialize any product candidate under our collaboration agreement, our business, financial condition, and results of operations could be materially and adversely affected.

Once we are no longer an emerging growth company we will be subject to additional laws and regulations affecting public companies that will increase our costs and the demands on management and could harm our operating results.

As a public company we are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, which requires, among other things, that we file with the Securities and Exchange Commission, or the SEC, annual, quarterly and current reports with respect to our business and financial condition as well as other disclosure and corporate governance requirements. However, as an emerging growth company we may take advantage of exemptions from various requirements such as an exemption from the requirement to have our independent auditors attest to our internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act of 2002 as well as an exemption from the “say on pay” voting requirements pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Once we are no longer an emerging growth company, we will be required to comply with these additional legal and regulatory requirements applicable to public companies and will incur significant legal, accounting and other expenses to do so. If we are not able to comply with the requirements in a timely manner or at all our financial condition or the market price of our stock may be harmed. For example, if we or our independent auditor identifies deficiencies in our internal control over financial reporting that are deemed to be material weaknesses we could face additional costs to remedy those deficiencies, the market price of our stock could decline or we could be subject to sanctions or investigations by the SEC or other regulatory authorities, which would require additional financial and management resources.

We will remain an emerging growth company until the earliest of (1) December 31, 2020, (2) the last day of the fiscal year (a) in which we have total annual gross revenue of at least \$1.07 billion or (b) in which we are deemed to be a large accelerated filer, which requires the market value of our common stock that is held by non-affiliates to exceed \$700.0 million as of the prior June 30th, and (3) the date on which we have issued more than \$1.0 billion in non-convertible debt during the prior three-year period. We cannot predict when we will no longer be an emerging growth company at this time.

Sales of a substantial number of shares of our common stock by our existing stockholders in the public market could cause our stock price to fall.

Sales of a substantial number of shares of our common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our common stock. Moreover, holders of certain shares of our common stock have rights, subject to certain conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. We have registered all currently reserved shares of common stock that we may issue under our equity compensation plans and intend to register in the future any additional reserved or issued shares of common stock. These registered shares can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates.

Future sales and issuances of our common stock or rights to purchase common stock, including pursuant to our 2015 Plan, could result in additional dilution of the percentage ownership of our stockholders and could cause our stock price to fall.

We expect that significant additional capital may be needed in the future to continue our planned operations, including conducting clinical trials, commercialization efforts, expanded research and development activities and costs associated with operating a public company. To raise capital, we may sell common stock, convertible securities or other equity securities in one or more transactions at prices and in a manner we determine from time to time. If we sell common stock, convertible securities or other equity securities, investors may be materially diluted by subsequent sales. Such sales may also result in material dilution to our existing stockholders, and new investors could gain rights, preferences and privileges senior to the holders of our common stock.

Pursuant to our equity incentive plans, our compensation committee is authorized to grant equity-based incentive awards to our employees, non-employee directors and consultants. Future grants of restricted stock units, options and other equity awards and issuances of common stock under our equity incentive plans will result in dilution and may have an adverse effect on the market price of our common stock.

Additionally, the number of shares of our common stock reserved for issuance under our 2015 Plan will automatically increase on January 1 of each year, beginning on January 1, 2016 and continuing through and including January 1, 2025, by 4% of the total

number of shares of our capital stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares determined by our board of directors. Unless our board of directors elects not to increase the number of shares available for future grant each year, our stockholders may experience additional dilution, which could cause our stock price to fall.

Anti-takeover provisions under our charter documents and Delaware law could delay or prevent a change of control which could limit the market price of our common stock and may prevent or frustrate attempts by our stockholders to replace or remove our current management.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could delay or prevent a change of control of our company or changes in our board of directors that our stockholders might consider favorable. Some of these provisions include:

- a board of directors divided into three classes serving staggered three-year terms, such that not all members of the board will be elected at one time;
- a prohibition on stockholder action through written consent, which requires that all stockholder actions be taken at a meeting of our stockholders;
- a requirement that special meetings of stockholders be called only by the chairman of the board of directors, the chief executive officer, or by a majority of the total number of authorized directors;
- advance notice requirements for stockholder proposals and nominations for election to our board of directors;
- a requirement that no member of our board of directors may be removed from office by our stockholders except for cause and, in addition to any other vote required by law, upon the approval of not less than two-thirds of all outstanding shares of our voting stock then entitled to vote in the election of directors;
- a requirement of approval of not less than two-thirds of all outstanding shares of our voting stock to amend any bylaws by stockholder action or to amend specific provisions of our certificate of incorporation; and
- the authority of the board of directors to issue preferred stock on terms determined by the board of directors without stockholder approval and which preferred stock may include rights superior to the rights of the holders of common stock.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporate Law, which may prohibit certain business combinations with stockholders owning 15% or more of our outstanding voting stock. These anti-takeover provisions and other provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make it more difficult for stockholders or potential acquirers to obtain control of our board of directors or initiate actions that are opposed by the then-current board of directors and could also delay or impede a merger, tender offer or proxy contest involving our company. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors of your choosing or cause us to take other corporate actions you desire. Any delay or prevention of a change of control transaction or changes in our board of directors could cause the market price of our common stock to decline.

Our certificate of incorporation provides that the Court of Chancery of the State of Delaware will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our certificate of incorporation or our bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine. This provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find this provision in our certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business and financial condition.

If securities or industry analysts publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who covers us downgrades our stock or publishes inaccurate or unfavorable research about our business, our stock price may decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline.

In addition, as required by the new revenue recognition standards under ASC 606, *Revenue from Contracts with Customers*, which applies beginning in the January 1, 2018, we will disclose the aggregate amount of transaction price allocated to performance obligations that are unsatisfied (or partially unsatisfied) as of the end of the reporting period. Market practices surrounding the calculation of this measure are still evolving. It is possible that analysts and investors could misinterpret our disclosure or that the terms of our research or license agreements or other circumstances could cause our methods for preparing this disclosure to differ significantly from others, which could lead to inaccurate or unfavorable forecasts by analysts and investors.

Regardless of accuracy, unfavorable interpretations of our financial information and other public disclosures could have a negative impact on our stock price. If our financial performance fails to meet analyst estimates, for any of the reasons discussed above or otherwise, or one or more of the analysts who cover us downgrade our common stock or change their opinion of our common stock, our stock price would likely decline.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

We moved into our new corporate office and laboratory facility located in Berkeley, California in August 2016. We lease approximately 110,853 square feet pursuant to an Office/Laboratory lease that was entered into in September 2015, or the Heinz Lease. We began incurring rent expense when the landlord delivered possession of the facility to us in March 2016. The Heinz Lease has an initial term of approximately thirteen and a half years expiring on December 31, 2029. We have the right to further extend the Heinz Lease term for up to two renewal terms of five years each, provided that the rental rate would be subject to market adjustment at the beginning of each renewal term. We are subleasing approximately 9,500 square feet in our Heinz facilities under subleases that expire December 31, 2020.

We continue to occupy and lease our former office and research and development facility comprised of 25,000 square feet in Berkeley, California, under a non-cancelable operating lease, or the Bancroft Lease. The term of the Bancroft Lease expires on December 31, 2018. The Bancroft Lease also contains an option to extend the lease for an additional two years. We have transitioned the entirety of our Berkeley operations to our Heinz facility and in accordance with the terms of the Bancroft Lease, we have subleased this facility.

We also lease a research and development facility in Oss, the Netherlands, for employees of Aduro Biotech Europe. The term of the Oss lease has been extended through December 2018, with a one-year renewal option. We believe that our existing facilities are adequate to meet our current needs, and that suitable additional alternative spaces will be available in the future on commercially reasonable terms.

Item 3. Legal Proceedings.

We are not currently subject to any material legal proceedings.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.**Market Price of Common Stock**

Our common stock has been listed on the Nasdaq Global Select Market under the symbol “ADRO” since April 15, 2015. Prior to that date, there was no public trading market for our common stock. The following table sets forth for the period indicated the high and low sales prices per share of our common stock as reported on the Nasdaq Stock Market:

	High	Low
Year Ending December 31, 2016:		
First Quarter	\$ 26.74	\$ 11.54
Second Quarter	\$ 15.63	\$ 8.91
Third Quarter	\$ 16.10	\$ 11.91
Fourth Quarter	\$ 15.25	\$ 9.95
Year Ending December 31, 2017:		
First Quarter	\$ 12.30	\$ 10.15
Second Quarter	\$ 11.45	\$ 8.85
Third Quarter	\$ 13.95	\$ 10.55
Fourth Quarter	\$ 11.20	\$ 7.50

On February 23, 2018, the last reported sale price of our common stock on the Nasdaq Global Select Market was \$6.60 per share.

Holders of Record

As of February 23, 2018, we had 145 holders of record of our common stock. The actual number of stockholders is greater than this number of record holders, and includes stockholders who are beneficial owners, but whose shares are held in street name by brokers and other nominees. This number of holders of record also does not include stockholders whose shares may be held in trust by other entities.

Dividend Policy

We have never declared or paid cash dividends on our capital stock. We intend to retain all available funds and any future earnings, if any, to fund the development and expansion of our business and we do not anticipate paying any cash dividends in the foreseeable future. Any future determination related to dividend policy will be made at the discretion of our board of directors.

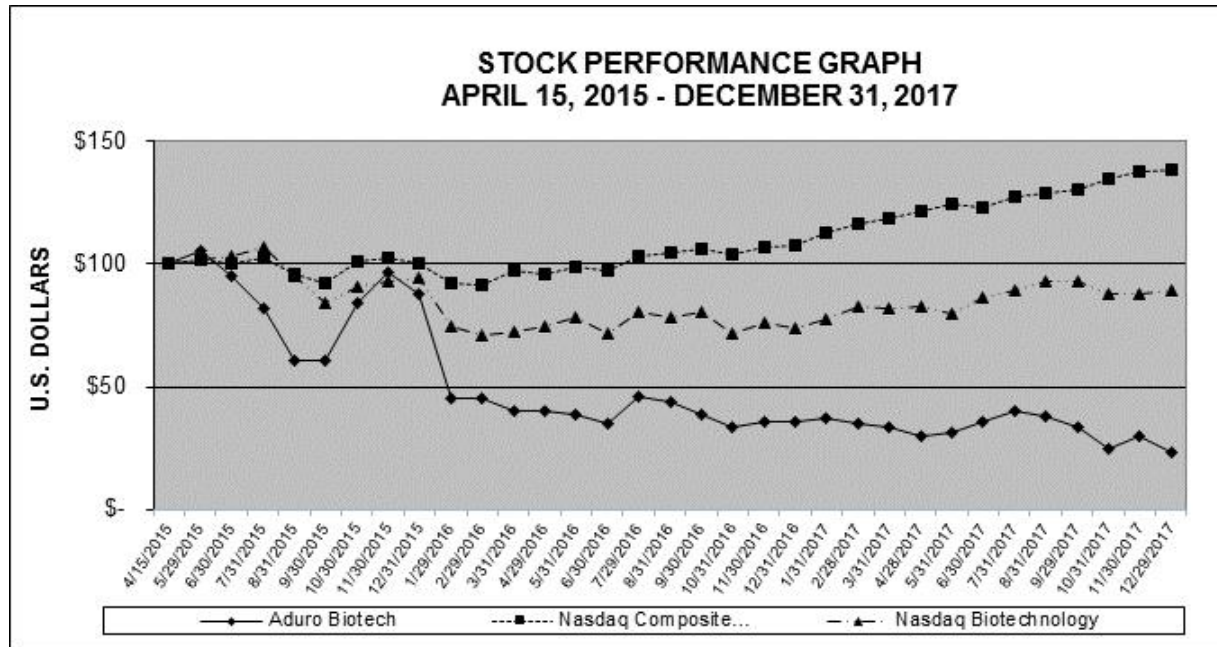
Securities Authorized for Issuance under Equity Compensation Plans

Information about our equity compensation plans is incorporated by reference herein to Item 12 of Part III of this Annual Report on Form 10-K.

Stock Performance Graph

This performance graph shall not be deemed “soliciting material” or to be “filed” with the SEC for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (Exchange Act), or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any of our filings under the Securities Act of 1933, as amended, or the Exchange Act.

The graph below shows the cumulative total stockholder return assuming the investment of \$100.00 in our common stock, The Nasdaq Global Market Index, and the Nasdaq Biotechnology Index for the period commencing on April 15, 2015 (the first day of trading of our common stock) and ending on December 31, 2017. The comparisons in the table are required by the Securities and Exchange Commission and are not intended to forecast or be indicative of future performance of our common stock. All amounts shown are based on the closing price with the exception of April 15, 2015 which is the opening price based on initial trading of Aduro stock.



Recent Sales of Unregistered Securities

None.

Repurchases of Shares or of Company Equity Securities

None.

Item 6. Selected Financial Data.

The selected consolidated financial data included in this section are not intended to replace the consolidated financial statements included elsewhere in this Annual Report on Form 10-K. We derived the selected consolidated statements of operations data for the years ended December 31, 2017, 2016 and 2015 and the selected consolidated balance sheet data at December 31, 2017 and 2016 from our audited consolidated financial statements included elsewhere in this report. The selected consolidated statement of operations data for the years ended December 31, 2014 and 2013 and the selected consolidated balance sheet data at December 31, 2015, 2014 and 2013 are derived from our audited consolidated financial statements which are not included in this report. Our historical results are not necessarily indicative of the results that may be expected in the future. You should read the selected historical consolidated financial data below in conjunction with the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the audited consolidated financial statements included elsewhere in this report.

	Year Ended December 31,				
	2017	2016	2015	2014	2013
	(in thousands, except share and per share data)				
Consolidated Statements of Operations Data:					
Revenue:					
Collaboration and license revenue	\$ 17,109	\$ 50,593	\$ 71,689	\$ 13,038	\$ —
Grant revenue	130	88	1,290	351	828
Total revenue	17,239	50,681	72,979	13,389	828
Operating expenses:					
Research and development ⁽¹⁾	89,382	87,718	58,649	23,513	10,687
General and administrative ⁽¹⁾	33,751	34,277	27,805	8,994	4,677
Amortization of intangibles	559	549	89	—	—
Total operating expenses	123,692	122,544	86,543	32,507	15,364
Loss from operations	(106,453)	(71,863)	(13,564)	(19,118)	(14,536)
Loss from remeasurement of fair value of warrants	—	—	(26,077) ⁽⁴⁾	(566)	(162)
Gain on extinguishment of convertible promissory notes	—	—	—	3,553 ⁽²⁾	—
Interest income (expense), net	3,444	2,219	494	(2,395) ⁽³⁾	(1,371)
Other (expense) income, net	(218)	(40)	(161)	1,512	15
Loss before income tax	(103,227)	(69,684)	(39,308)	(17,014)	(16,054)
Income tax benefit (provision)	11,364	(21,464)	99	—	—
Net loss	\$ (91,863)	\$ (91,148)	\$ (39,209)	\$ (17,014)	\$ (16,054)
Net loss per common share, basic and diluted	\$ (1.26)	\$ (1.40)	\$ (0.88)	\$ (53.06)	\$ (55.80)
Shares used in computing net loss per common share, basic and diluted	72,901,215	65,200,762	44,706,393	320,686	287,711

(1) Includes stock-based compensation as follows:

	Year Ended December 31,				
	2017	2016	2015	2014	2013
	(in thousands)				
Research and development	\$ 9,205	\$ 9,131	\$ 2,493	\$ 202	\$ 194
General and administrative	7,171	5,875	5,937	368	215
Total stock-based compensation	\$ 16,376	\$ 15,006	\$ 8,430	\$ 570	\$ 409

(2) Upon the conversion of convertible promissory notes to related parties into Series C convertible preferred stock in May 2014, a gain on extinguishment was recorded because the amount allocated to reacquire the convertible notes was less than the carrying value of the notes.

(3) Includes amortization of debt discount associated with convertible promissory notes due to the issuance of warrants and beneficial conversion feature associated with such convertible promissory notes.

- (4) In 2015, the Company remeasured warrants to their fair value of \$27.1 million and recognized a loss from remeasurement of \$26.1 million. The carrying value of the warrants of \$27.1 million was reclassified to additional paid-in capital.

	As of December 31,				
	2017	2016	2015	2014	2013
	(in thousands)				
Consolidated Balance Sheet Data:					
Cash, cash equivalents and marketable securities	\$ 349,717	\$ 361,906	\$ 431,045	\$ 119,456	\$ 8,532
Working capital (deficit)	308,730	324,132	393,438	81,006	(5,075)
Total assets	445,128	438,611	481,825	126,462	9,880
Note payable to related party	—	—	—	—	200
Convertible promissory notes payable to related parties, net	—	—	—	—	12,789
Convertible preferred stock warrant liability	—	—	—	100	72
Common stock warrant liability	—	—	—	889	505
Convertible preferred stock	—	—	—	139,963	32,224
Accumulated deficit	(283,863)	(192,000)	(100,852)	(61,643)	(44,629)
Total stockholders' equity (deficit)	237,473	227,220	261,622	(61,297)	(38,758)

Item 7. 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 together with the section of this Annual Report on Form 10-K titled “Selected Financial Data” and our consolidated financial statements included elsewhere in this report. This discussion and other parts of this report contain forward-looking statements that involve risk and uncertainties, such as statements of our plans, objectives, expectations and intentions. As a result of many factors, including those factors set forth in the “Risk Factors” section of this report, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are an immunotherapy company focused on the discovery, development and commercialization of therapies that transform the treatment of challenging diseases, including cancer. We believe our three technology platforms are uniquely positioned to recruit and direct the immune system by activating cancer-fighting immune cells and inhibiting immune suppressive cells known to allow tumor growth. Product candidates from our STING Pathway Activator, B-select monoclonal antibody, and LADD, or Live, Attenuated, Double-Deleted *Listeria monocytogenes* platforms are designed to stimulate and/or regulate innate and adaptive immune responses, either as single agents or in combination with conventional therapies (i.e. chemotherapy and radiation) as well as other novel immunotherapies. Our diverse technology platforms have led to a strong pipeline of clinical and preclinical candidates, which are being developed for a number of cancer indications. Additionally, our platforms have the potential to generate product candidates that address other therapeutic areas, such as autoimmune and infectious diseases.

Immuno-oncology is an emerging field of cancer therapy that aims to activate the immune system in the tumor microenvironment to create and enhance anti-tumor immune responses, as well as to overcome the immuno-suppressive mechanisms that cancer cells have developed against the immune system. Recent developments in the field of immuno-oncology, including checkpoint inhibitors—therapies which work to remove suppression mechanisms that prevent an immune response against cancer cells—have shown the potential to provide efficacy and extended survival, even in cancers where conventional therapies, such as surgery, chemotherapy and radiotherapy, have failed. The immunotherapy field is rapidly advancing with new immuno-oncology combinations that focus on strengthening therapeutic efficacy in a wide range of cancers. We intend to pursue a broad strategy of combining our technology platforms with conventional and novel therapies, based on their mechanisms of action, safety profiles and versatility.

Our STING Pathway Activator platform is designed to activate the intracellular Stimulator of Interferon Genes, or STING, receptor, resulting in a potent tumor-specific immune response. ADU-S100 is the first STING Pathway Activator compound to enter the clinic and is currently being evaluated in Phase 1 studies both as a monotherapy and in combination with an immune checkpoint inhibitor in patients with cutaneously accessible metastatic solid tumors or lymphomas. Our B-select monoclonal antibody platform includes a proprietary ultra-selective functional screening process to identify antibodies with unique binding properties against a broad range of targets that are being designed to modulate the innate and adaptive arms of the immune system. Our most advanced product candidate from the B-select platform, BION-1301, is being evaluated in a Phase 1 clinical trial in multiple myeloma. In addition, the B-select platform has delivered a number of immune modulating assets currently in research and preclinical development. Our LADD technology platform is based on proprietary attenuated strains of *Listeria* that have been engineered to express tumor-associated antigens to induce specific and targeted immune responses. Our LADD program is focused on the development of personalized LADD, or pLADD, therapeutics that encode and express antigens that are based on protein sequences that result from mutations specific to an individual patient’s tumor (neoantigens). These antigens can be also derived from native protein sequences that are highly expressed in patients with certain tumor types (self antigens).

We are developing a pipeline of proprietary product candidates on our own and have a number of collaborations with leading global pharmaceutical companies to expand our products and technology platforms. We are developing STING Activator product candidates in oncology under our worldwide collaboration with Novartis Pharmaceuticals Corporation, or Novartis, and an anti-CD27 antibody was developed with and is exclusively licensed to, Merck Sharp and Dohme B.V., or Merck. In addition, we have developed self antigen-based LADD product candidates targeting lung and prostate cancers that are licensed to Janssen Biotech Inc., or Janssen. We have intellectual property protection on our STING, B-select monoclonal antibody and LADD technology platforms and each of our product candidates, some of which we believe can be maintained into the 2030s.

Since commencing our operations, our efforts have been focused on research, development and the advancement of our product candidates into clinical trials. As a result we have incurred significant losses. We have funded our operations primarily through the sale of common stock and convertible preferred stock, the issuance of convertible promissory notes, licensing agreements with pharmaceutical partners and revenue from government grants. We incurred a net loss of \$91.9 million, \$91.1 million, and \$39.2 million for the years ended December 31, 2017, 2016 and 2015, respectively. At December 31, 2017, our cash, cash equivalents and marketable securities totaled \$349.7 million and our accumulated deficit was \$283.9 million.

Recent Developments

In December 2017, we announced our decision to discontinue development of self antigen-based LADD product candidate CRS-207 due to preliminary results from our clinical studies not supporting advancement of the product, as well as business and commercial considerations. Following this decision, we began closeout activities associated with each of our CRS-207 trials. We anticipate that ongoing development of our LADD technology platform will focus on support of our second generation, personalized LADD program, pLADD, and our LADD product candidates licensed to Janssen.

Components of Operating Results

Revenue

We have not generated any revenue from product sales. Our revenue to date has been primarily derived from our collaboration and license agreements with Novartis, Janssen and Merck, as well as research and development grants from the U.S. government. We recognize revenue from upfront payments under our Novartis and Janssen agreements ratably over the term of our estimated period of performance under the agreement. In addition to receiving upfront payments, we may also be entitled to milestone and other contingent payments upon achieving predefined objectives. Revenue from milestones, if they are nonrefundable and deemed substantive, is recognized upon successful accomplishment of the milestones. To the extent that non-substantive milestones are achieved and we have remaining performance obligations, milestones are deferred and recognized as revenue over the estimated remaining period of performance. We recognize revenue related to research and development grants when the related research expenses are incurred and our specific performance obligations under the terms of the respective contracts are satisfied.

We expect that any revenue we generate from our research and license agreements with Novartis, Janssen and Merck, and any future collaboration partners will fluctuate from year to year as a result of the timing and amount of milestones and other payments.

Research and Development Expenses

The largest component of our total operating expenses has historically been our investment in research and development activities, including the clinical development of our product candidates. Research and development expenses represent costs incurred to conduct research, such as the discovery and development of our product candidates, as well as the development of product candidates pursuant to our research and license agreements with Novartis, Janssen and Merck. We recognize all research and development costs as they are incurred. Clinical trial costs, contract manufacturing and other development costs incurred by third parties are expensed as the contracted work is performed.

We expect our research and development expenses to increase in the future as we advance our product candidates into and through clinical trials and pursue regulatory approval of our product candidates. The process of conducting the necessary clinical research to obtain regulatory approval is costly and time-consuming. The actual probability of success for our product candidates and technology platforms may be affected by a variety of factors including: the quality of our product candidates, early clinical data, investment in our clinical program, competition, manufacturing capability and commercial viability. We may never succeed in obtaining regulatory approval for any of our product candidates. As a result of the uncertainties discussed above, we are unable to determine the duration and completion costs of our research and development projects or when and to what extent we will generate revenue from the commercialization and sale of our product candidates.

The following table summarizes our research and development costs allocated by platform:

	Year Ended December 31,		
	2017	2016	2015
	(in thousands)		
B-select	\$ 28,977	\$ 9,927	\$ 169
LADD	22,964	37,789	29,015
STING	11,098	15,492	15,738
Other research and development costs	8,912	11,404	10,733
Subtotal	<u>71,951</u>	<u>74,612</u>	<u>55,655</u>
Stock-based compensation	9,205	9,131	2,493
Facility costs and depreciation	8,226	3,975	501
Total research and development	<u>\$ 89,382</u>	<u>\$ 87,718</u>	<u>\$ 58,649</u>

Other research includes expenses related to early research program investment, sponsored research grants and laboratory supplies and materials.

General and Administrative Expenses

General and administrative expenses include personnel costs, expenses for outside professional services and other allocated expenses. Personnel costs consist of salaries, bonuses, benefits and stock-based compensation. Outside professional services consist of legal, accounting and audit services, insurance expenses, investor relations activities, administrative services and other consulting fees. Allocated expenses consist of rent expense related to our office and research and development facility.

Loss from Remeasurement of Fair Value of Warrants

Loss from remeasurement of fair value of warrants consists of losses from the remeasurement of the fair value of our liabilities related to our convertible preferred stock warrants and common stock warrants.

Prior to the completion of our IPO in April 2015, our convertible preferred stock warrants were exercisable into shares that were contingently redeemable. Our common stock warrants were subject to performance conditions that could have resulted in the issuance of a variable number of shares. As such, these warrants were classified as liabilities in the condensed consolidated balance sheets at their estimated fair values, and we recorded the change in the estimated fair values each reporting period as loss from remeasurement of fair value of warrants. We continued to record adjustments to the estimated fair values of the convertible preferred stock warrants until they converted into common stock warrants upon the closing of the IPO. We also continued to record adjustments to the estimated fair value of our common stock warrants until the performance conditions lapsed in April 2015, at which time they were reclassified to additional paid-in capital.

Interest Income, Net

Interest income, net consists of interest income from our cash equivalents and marketable securities.

Other (Expense) Income, Net

Other (expense) income, net consists of foreign currency transaction gains and losses.

Provision for Income Taxes

We are subject to income taxes in the United States and foreign jurisdictions in which we do business. These foreign jurisdictions have statutory tax rates different from those in the United States. Accordingly, our effective tax rates will vary depending on the relative proportion of foreign to U.S. income, the availability of tax credits, changes in the valuation of our deferred tax assets and liabilities and changes in tax laws. We regularly assess the likelihood of adverse outcomes resulting from the examination of our tax returns by the U.S. Internal Revenue Service, or IRS, and other tax authorities to determine the adequacy of our income tax reserves and expense. Should actual events or results differ from our current expectations, charges or credits to our income tax expense may become necessary.

Results of Operations

Comparison of the Years Ended December 31, 2017 and 2016

	Year Ended December 31,		Change
	2017	2016	\$
	(in thousands)		
Revenue:			
Collaboration and license revenue	\$ 17,109	\$ 50,593	\$ (33,484)
Grant revenue	130	88	42
Total revenue	17,239	50,681	(33,442)
Operating expenses:			
Research and development	89,382	87,718	1,664
General and administrative	33,751	34,277	(526)
Amortization of intangibles	559	549	10
Total operating expenses	123,692	122,544	1,148
Loss from operations	(106,453)	(71,863)	(34,590)
Interest income, net	3,444	2,219	1,225
Other expense, net	(218)	(40)	(178)
Loss before income tax	(103,227)	(69,684)	(33,543)
Income tax benefit (provision)	11,364	(21,464)	32,828
Net loss	<u>\$ (91,863)</u>	<u>\$ (91,148)</u>	<u>\$ (715)</u>

Revenue

Total revenue decreased by \$33.5 million for the year ended December 31, 2017 as compared to the year ended December 31, 2016, primarily due to the decrease in collaboration and license revenue of \$33.5 million. The following table is a summary of our collaboration and license revenue for the years ended December 31, 2017 and 2016:

	Year Ended December 31,		Change
	2017	2016	\$
	(in thousands)		
Collaboration and license revenue:			
Novartis	\$ 14,935	\$ 49,815	\$ (34,880)
Janssen	—	302	(302)
Merck	2,014	279	1,735
Other	160	197	(37)
Total revenue	<u>\$ 17,109</u>	<u>\$ 50,593</u>	<u>\$ (33,484)</u>

Collaboration and license revenue was \$17.1 million for the year ended December 31, 2017, compared to \$50.6 million for the year ended December 31, 2016. The decrease in revenue for the year ended December 31, 2017 was primarily due to the recognition of a \$35.0 million milestone payment in 2016 in connection with the clinical advancement of ADU-S100 under our agreement with Novartis, partially offset by the recognition of \$2.0 million in connection with the achievement of a milestone under our agreement with Merck in 2017.

Research and Development Expenses

The following table summarizes our research and development expenses incurred during the years ended December 31, 2017 and 2016:

	Year Ended December 31,		Change
	2017	2016	\$
	(in thousands)		
Compensation and related personnel costs	\$ 22,377	\$ 16,476	\$ 5,901
Contract manufacturing	13,533	23,139	(9,606)
Clinical development	9,308	10,499	(1,191)
Stock-based compensation expense	9,205	9,131	74
Contract research	8,870	5,011	3,859
Facility costs and depreciation	8,226	3,975	4,251
Other research and development costs	7,961	1,997	5,964
Supplies and materials	5,414	4,139	1,275
Outside professional services	3,818	5,252	(1,434)
Licensing fees	670	8,099	(7,429)
Total research and development	\$ 89,382	\$ 87,718	\$ 1,664

Research and development expenses were \$89.4 million for the year ended December 31, 2017, an increase of \$1.7 million compared to the year ended December 31, 2016. The increase was primarily due to higher personnel related costs of \$5.9 million due to increased headcount and an increase of \$4.3 million primarily due to the relocation of our office and laboratory facility in the third quarter of 2016. In addition, there was a \$6.0 million increase in other research and development costs which included the revaluation of contingent consideration for our anti-CTLA-4 antibody and a \$1.3 million increase in supplies and materials related to our anti-CTLA-4 and anti-APRIL antibodies. Contract research increased by \$3.9 million primarily due to sponsored research grants made to UC Berkeley. These increases in expenses were partially offset by decreases in contract manufacturing expenses of \$9.6 million and clinical development expenses of \$1.2 million, primarily related to GVAX Pancreas manufacturing activities in early 2016, which did not occur in 2017. The expenses were also offset by a decrease in licensing fees of \$7.4 million due to payments made in 2016 in relation to our STING Activator technology as well as lower outside professional services and consulting costs of \$1.4 million.

General and Administrative Expenses

The following table summarizes our general and administrative expenses incurred during the years ended December 31, 2017 and 2016:

	Year Ended December 31,		Change
	2017	2016	\$
	(in thousands)		
Compensation and related personnel costs	\$ 10,633	\$ 10,723	\$ (90)
Outside professional services	8,622	10,147	(1,525)
Stock-based compensation expense	7,171	5,875	1,296
Facility costs and depreciation	3,953	4,295	(342)
Other general and administrative	3,372	3,237	135
Total general and administrative	\$ 33,751	\$ 34,277	\$ (526)

General and administrative expenses were \$33.8 million for the year ended December 31, 2017, a decrease of \$0.5 million, compared to the year ended December 31, 2016. The decrease was primarily due to lower outside professional services of \$1.6 million and lower allocation of facility costs to general and administrative expense. The decrease was partially offset by an increase in stock-based compensation expense of \$1.3 million due to the issuance of restricted stock units during 2017.

Interest Income, Net

Interest income was \$3.4 million for the year ended December 31, 2017, an increase of \$1.2 million, compared to the year ended December 31, 2016. The increase in interest income earned in 2017 was primarily due to the increased interest rates.

Other Expense, Net

Other expense, net was a net expense of \$218,000 for the year ended December 31, 2017, an increase of \$178,000 compared to a net expense of \$40,000 for the year ended December 31, 2016. The increase was primarily related to fluctuations from foreign currency transaction gains and losses.

Income tax benefit (provision)

Income tax benefit was \$11.4 million for the year ended December 31, 2017 compared to an income tax provision of \$21.5 million the year ended December 31, 2016. The change was primarily related to a current federal income benefit associated with the carryback of the 2017 loss versus 2016 income tax expense related to current federal income taxes on deferred revenue recognized in 2016.

Comparison of the Years Ended December 31, 2016 and 2015

	Year Ended December 31,		Change
	2016	2015	\$
	(in thousands)		
Revenue:			
Collaboration and license revenue	\$ 50,593	\$ 71,689	\$ (21,096)
Grant revenue	88	1,290	(1,202)
Total revenue	50,681	72,979	(22,298)
Operating expenses:			
Research and development	87,718	58,649	29,069
General and administrative	34,277	27,805	6,472
Amortization of intangibles	549	89	460
Total operating expenses	122,544	86,543	36,001
Loss from operations	(71,863)	(13,564)	(58,299)
Loss from remeasurement of fair value of warrants	—	(26,077)	26,077
Interest income, net	2,219	494	1,725
Other expense, net	(40)	(161)	121
Loss before income tax	(69,684)	(39,308)	(30,376)
Income tax (provision) benefit	(21,464)	99	(21,563)
Net loss	<u>\$ (91,148)</u>	<u>\$ (39,209)</u>	<u>\$ (51,939)</u>

Revenue

The following table is a summary of our collaboration and license revenues for the years ended December 31, 2016 and 2015:

	Year Ended December 31,		Change
	2016	2015	\$
	(in thousands)		
Collaboration and license revenue:			
Novartis	\$ 49,815	\$ 8,589	\$ 41,226
Janssen	302	62,585	(62,283)
Other	476	515	(39)
Total revenue	<u>\$ 50,593</u>	<u>\$ 71,689</u>	<u>\$ (21,096)</u>

Collaboration and license revenue was \$50.6 million for the year ended December 31, 2016, compared to \$71.7 million for the year ended December 31, 2015. The decrease was primarily due to the recognition of certain milestone payments and upfront fees under the Janssen agreements in 2015, offset by collaboration revenue recognized from the Novartis agreement in 2016.

Grant revenue was \$0.1 million for the year ended December 31, 2016, a decrease of \$1.2 million compared to the year ended December 31, 2015, primarily due to several grants expiring in 2015.

Research and Development Expenses

The following table summarizes our research and development expenses incurred during the years ended December 31, 2016 and 2015:

	Year Ended December 31,		Change
	2016	2015	\$
	(in thousands)		
Contract manufacturing	\$ 23,139	\$ 14,652	\$ 8,487
Compensation and related personnel costs	16,476	10,959	5,517
Clinical development	10,499	11,161	(662)
Stock-based compensation expense	9,131	2,493	6,638
Licensing fees	8,099	9,839	(1,740)
Other research and development costs	6,136	3,679	2,457
Outside professional services	5,252	4,188	1,064
Contract research	5,011	1,177	3,834
Facility costs and depreciation	3,975	501	3,474
Total research and development	<u>\$ 87,718</u>	<u>\$ 58,649</u>	<u>\$ 29,069</u>

Research and development expenses were \$87.7 million for the year ended December 31, 2016, an increase of \$29.0 million compared to the year ended December 31, 2015. The increase was primarily attributed to a \$8.5 million increase in contract manufacturing expense related to GVAX Pancreas and process development costs for B-select and LADD development programs; a \$6.6 million increase in stock-based compensation expense and \$5.5 million increase in compensation and related personnel costs due to increased headcount; a \$3.8 million increase for contract research expense for sponsored research grants; and a \$3.5 million increase in facility related costs due to our relocation to a new office and laboratory facility during 2016.

General and Administrative Expenses

The following table summarizes our general and administrative expenses incurred during the years ended December 31, 2016 and 2015:

	Year Ended December 31,		Change
	2016	2015	\$
	(in thousands)		
Compensation and related personnel costs.	\$ 10,723	\$ 8,171	\$ 2,552
Outside professional services	10,147	9,852	295
Stock-based compensation expense	5,875	5,937	(62)
Facility costs and depreciation	4,295	1,477	2,818
Other general and administrative	3,237	2,368	869
Total general and administrative	<u>\$ 34,277</u>	<u>\$ 27,805</u>	<u>\$ 6,472</u>

General and administrative expenses were \$34.3 million for the year ended December 31, 2016, an increase of \$6.5 million, compared to the year ended December 31, 2015. The increase was primarily related to an increase in compensation and related personnel costs of \$2.6 million due to increased headcount and an increase of \$2.8 million in facility related costs due to our relocation to a new office and laboratory facility in 2016.

Loss from Remeasurement of Fair Value of Warrants

There was no loss from remeasurement of fair value of warrants for the year ended December 31, 2016, compared to a loss of \$26.1 million for the year ended December 31, 2015. As of April 2015, all of the convertible preferred stock warrants and common stock warrants were no longer subject to remeasurement due to the IPO or expiration of the performance condition and the total fair value was expensed on the consolidated statement of operations in that period.

Interest Income, Net

Interest income, net was \$2.2 million for the year ended December 31, 2016, an increase of \$1.7 million, compared to the year ended December 31, 2015. The increase was primarily due to interest income earned during the full year 2016 compared to a partial year of interest income earned in 2015 from our funds invested in cash equivalents and marketable securities.

Other Income (Expense), Net

Other (expense) income, net was an expense of \$40,000 for the year ended December 31, 2016, a decrease of \$121,000 compared to the year ended December 31, 2015. The decrease was primarily related to fluctuations from foreign currency transaction gains and losses.

Income tax (provision) benefit

Provision for income taxes was \$21.5 million for the year ended December 31, 2016, an increase of \$21.6 million compared to the year ended December 31, 2015. The income tax expense recorded during 2016 was primarily related to current federal income taxes on deferred revenue recognition in 2016, offset by partial valuation allowance release.

Liquidity and Capital Resources

To date, our operations have been financed primarily through the public issuance of common stock, sale of convertible preferred stock, proceeds from our collaboration and license agreements and revenue from government grants. At December 31, 2017, we had cash, cash equivalents and marketable securities of \$349.7 million. We believe that our available cash, cash equivalents and marketable securities and anticipated funding from our collaboration agreements will be sufficient to fund our planned operations through 2020. We have based our cash sufficiency estimate on assumptions that may prove to be incorrect. If our assumptions prove to be incorrect, we could consume our available capital resources sooner than we currently expect or in excess of amounts that we currently expect, which could adversely affect our development activities.

In May 2016, we entered into an “at-the-market” sales agreement, or the 2016 Sales Agreement, with Cowen and Company, LLC, or Cowen, for the offer and sale of shares of our common stock having an aggregate offering of up to \$100.0 million from time to time through Cowen, acting as sales agent. The issuance and sale of these shares by us pursuant to the 2016 Sales Agreement were deemed an “at-the-market” offering under the Securities Act of 1933, as amended. Under the 2016 Sales Agreement, we agreed to pay Cowen a commission of up to 3% of the gross proceeds of any sales made pursuant to the 2016 Sales Agreement. During the year ended December 31, 2017, we received net proceeds of \$60.5 million after deducting commissions and expenses payable by us, from the sale of 5,823,789 shares of common stock pursuant to the 2016 Sales Agreement. Since the inception of the 2016 Sales Agreement through December 31, 2017, we have sold a total of 8,350,018 shares and received net total proceeds of \$97.3 million. As of December 31, 2017, there were no amounts remaining for future sales under the 2016 Sales Agreement.

In August 2017, we entered into a subsequent “at-the-market” sales agreement, or the 2017 Sales Agreement, with Cowen, through which we may offer and sell shares of our common stock having an aggregate offering of up to \$100.0 million through Cowen, acting as sales agent. Similar to the 2016 Sales Agreement, we will pay Cowen a commission of up to 3% of the gross proceeds of sales made through the arrangement. During the year ended December 31, 2017, we received net proceeds of \$18.5 million, after deducting commissions and expenses payable by us, from the sale of 1,670,649 shares of common stock pursuant to the 2017 Sales Agreement. As of December 31, 2017, we had an aggregate of \$81.5 million remaining for future sales under the 2017 Sales Agreement, subject to the continued effectiveness of our shelf registration statement on Form S-3 (Registration No. 333-211063) or an effective replacement shelf registration statement.

Our primary uses of capital are, and we expect will continue to be, compensation and related expenses, clinical, development costs including manufacturing, and other research and development services, laboratory and related supplies and legal and other professional services. Cash used to fund operating expenses is impacted by the timing of when we pay expenses, as reflected in the change in our outstanding accounts payable and accrued expenses. We expect to incur substantial expenditures in the foreseeable future for the development, manufacturing and potential commercialization of our product candidates.

We plan to continue to fund our operations and capital funding needs through equity and/or debt financing and potential milestones from existing collaboration agreements. We may also consider entering into additional collaboration arrangements or selectively partnering for clinical development and commercialization. In addition, we expect to continue to opportunistically seek access to the equity capital markets to support our development efforts and operations. The sale of additional equity would result in additional dilution to our stockholders. The incurrence of debt financing would result in debt service obligations and the instruments governing such debt could provide for operating and financing covenants that would restrict our operations. To the extent that we raise additional funds through collaboration or partnering arrangements, we may be required to relinquish some of our rights to our technologies or rights to market and sell our products in certain geographies, grant licenses on terms that are not favorable to us, or issue equity that may be substantially dilutive to our stockholders. If we are not able to secure adequate additional funding, we may be forced to make reductions in spending, extend payment terms with suppliers, liquidate assets where possible and/or suspend or curtail planned programs. Any of these actions could harm our business, results of operations, financial condition and future prospects.

Cash Flows

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

	Year Ended December 31,		
	2017	2016	2015
	(in thousands)		
Net cash (used in) provided by:			
Operating activities	\$ (88,856)	\$ (86,076)	\$ 154,810
Investing activities	88,941	(32,533)	(297,988)
Financing activities	82,054	43,085	174,178
Effect of exchange rate changes	543	—	—
Net change in cash and cash equivalents	<u>\$ 82,682</u>	<u>\$ (75,524)</u>	<u>\$ 31,000</u>

Operating Activities

Net cash used in operating activities was \$88.9 million for the year ended December 31, 2017, compared to \$86.1 million for the year ended December 31, 2016. The increase in net cash used in operating activities during 2017 was due to additional headcount, higher facility related costs, increased clinical trial activities and other research and development activities.

Net cash used in operating activities was \$86.1 million for the year ended December 31, 2016, compared to net cash provided by operating activities of \$154.8 million for the year ended December 31, 2015. Net cash used in operating activities during 2016 was primarily related to operating expenses, headcount growth, increased clinical trial activities and other research and development, as compared to net cash provided by operating activities in 2015 which resulted primarily from the \$200 million upfront payment from Novartis received in 2015.

Investing Activities

Net cash provided by investing activities was \$88.9 million for the year ended December 31, 2017, compared to net cash used in investing activities of \$32.5 million for the year ended December 31, 2016. The change was primarily due to lower expenditures for leasehold improvements and timing of purchased marketable securities in 2017 as compared to 2016.

Net cash used in investing activities was \$32.5 million for the year ended December 31, 2016, compared to \$298.0 million for the year ended December 31, 2015. The decrease in net cash used was primarily due to proceeds from the sale of marketable securities in 2016 partially offset by capital expenditures related to leasehold improvements and office/lab equipment.

Financing Activities

Net cash provided by financing activities was \$82.1 million for the year ended December 31, 2017, compared to \$43.1 million for the year ended December 31, 2016. The increase was primarily related to higher net cash proceeds from the sale of our common stock in our at-the-market offering under our 2016 Sales Agreement with Cowen and Company in 2017.

Net cash provided by financing activities was \$43.1 million for the year ended December 31, 2016, compared to \$174.2 million for the year ended December 31, 2015. The decrease was primarily related to net proceeds of \$150.3 million from the IPO and private placement, and \$22.5 million in net proceeds from sale of our convertible preferred stock in 2015 partially offset by net cash proceeds of \$36.8 million from the sale of our common stock in our at-the-market offering under our 2016 Sales Agreement with Cowen and Company in 2016.

Critical Accounting Policies and Significant Judgments and Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States, or GAAP. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenue generated and expenses incurred during the reporting periods. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. We believe that the accounting policies discussed below are critical to understanding our historical and future performance, as these policies relate to the more significant areas involving management's judgments and estimates.

Revenue Recognition

We have historically generated revenue through government grants and, beginning in 2014, from funds received under research and license arrangements. Government grants provide funding for certain types of expenditures in connection with research and development activities over a contractually-defined period. Revenue related to government grants is recognized in the period during which the related costs are incurred and the related services are rendered, provided that the applicable performance obligations under the government grants have been met. We intend to continue to evaluate pursuing additional government grant opportunities on a case-by-case basis.

Revenues from research activities made under collaboration arrangements are recognized when there is persuasive evidence that an arrangement exists, services have been rendered, the price is fixed or determinable and collectability is reasonably assured. Revenue generated from our collaboration arrangements is not subject to repayment and typically includes upfront fees, milestone payments and royalties on future licensee's product sales. Our obligations under collaboration agreements may include the transfer of intellectual property rights in the form of licenses, obligations to provide research and development services and obligations to participate on certain development committees with the collaboration party. We make judgments that affect the period over which we recognize revenue. On a quarterly basis, we review our estimated period of performance for our collaboration and license revenue based on the progress under the arrangement and account for the impact of any changes in estimated periods of performance on a prospective basis. We record amounts received prior to satisfying the above revenue recognition criteria as deferred revenue until all applicable revenue recognition criteria are met. Deferred revenue represents the portion of research or license payments received that have not been earned.

For revenue agreements with multiple-element arrangements, such as license and development agreements, we allocate revenue to each non-contingent element based on the relative selling price of each element. When applying the relative selling price method, we determine the selling price for each deliverable using vendor-specific objective evidence or third-party evidence. If neither exists, we use the best estimate of selling price for that deliverable. Revenue allocated is then recognized when the four basic revenue recognition criteria are met for each element. Our obligations under the agreements may include the transfer of intellectual property rights in the form of licenses, obligations to provide research and development services and obligations to participate on certain development committees.

Milestones are considered substantive if all of the following conditions are met: (1) the milestone is nonrefundable; (2) achievement of the milestone was not reasonably assured at the inception of the arrangement; (3) substantive effort is involved to achieve the milestone; and (4) the amount of the milestone appears reasonable in relation to the effort expended, and the other milestones in the arrangement and the related risk associated with the achievement of the milestone and any ongoing research and development or other services are priced at fair value. Such payments that are contingent upon the achievement of a substantive milestone are recognized entirely as revenue in the period in which the milestone is achieved. To the extent that non-substantive milestones are achieved and we have remaining performance obligations, milestones are deferred and recognized as revenue over the estimated remaining period of performance. If there are no remaining performance obligations, we recognize the revenue in the period it is earned.

Business Combinations

We account for acquisitions using the acquisition method of accounting which requires the recognition of tangible and identifiable intangible assets acquired and liabilities assumed at their estimated fair values as of the business combination date. We allocate any excess purchase price over the estimated fair value assigned to the net tangible and identifiable intangible assets acquired and liabilities assumed to goodwill. Contingent consideration is included within the acquisition cost and is recognized at its fair value on the acquisition date. A liability resulting from contingent consideration is remeasured to fair value at each reporting date until the contingency is resolved and changes in fair value are recognized in earnings. Transaction costs are expensed as incurred in general and administrative expenses. Results of operations and cash flows of acquired companies are included in our operating results from the date of acquisition.

Goodwill and Intangible Assets

Goodwill represents the excess of the consideration transferred over the estimated fair value of assets acquired and liabilities assumed in a business combination. Intangible assets with indefinite useful lives are related to acquired in-process research and development, or IPR&D, projects and are measured at their respective fair values as of the acquisition date. Goodwill and intangible assets with indefinite useful lives are not amortized but are tested for impairment on an annual basis or more frequently if we become aware of any events or changes that would indicate the fair values of the assets are below their carrying amounts. Intangible assets related to IPR&D projects are considered to be indefinite-lived until the completion or abandonment of the associated research and development efforts. If and when development is complete, which generally occurs if and when regulatory approval to market a product is obtained, the associated assets are deemed finite-lived and are amortized based on their respective estimated useful lives at that point in time. We have not recorded an impairment of goodwill or IPR&D since inception.

Intangible assets with finite useful lives are amortized over their estimated useful lives, primarily on a straight-line basis.

Impairment of Long-Lived Assets

We review our long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets held and used is measured by comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated from the use of the asset and its eventual disposition. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount exceeds the fair value of the impaired assets. Assets to be disposed of are reported at the lower of their carrying amount or fair value less cost to sell.

Accrued Research and Development Costs

We record accrued expenses for estimated costs of our research and development activities conducted by third-party service providers, which include the conduct of preclinical studies and clinical trials and contract manufacturing activities. We record the estimated costs of research and development activities based upon the estimated amount of services provided but not yet invoiced, and we include these costs in accrued liabilities in the consolidated balance sheets and within research and development expenses in the consolidated statement of operations and comprehensive loss. These costs are a significant component of our research and development expenses. We record accrued expenses for these costs based on the estimated amount of work completed and in accordance with agreements established with these third parties.

We estimate the amount of work completed through discussions with internal personnel and external service providers as to the progress or stage of completion of the services and the agreed-upon fee to be paid for such services. We make significant judgments and estimates in determining the accrued balance in each reporting period. As actual costs become known, we adjust our accrued estimates. Although we do not expect our estimates to be materially different from amounts actually incurred, our understanding of the status and timing of services performed, the number of patients enrolled and the rate of patient enrollment may vary from our estimates and could result in us reporting amounts that are too high or too low in any particular period. Our accrued expenses are dependent, in part, upon the receipt of timely and accurate reporting from clinical research organizations and other third-party service providers. To date, there have been no material differences from our accrued expenses to actual expenses.

Stock-Based Compensation

We account for stock-based compensation for all share-based awards made to employees and directors, including employee stock options, restricted stock units and employee stock purchases related to the Employee Stock Purchase Plan, by measuring the cost of awards of equity instruments based on the estimated fair value of the awards on the date of grant, net of estimated forfeitures. We estimate the grant date fair value using the Black-Scholes option-pricing model. The grant date fair value of the stock-based awards is generally recognized on a straight-line basis over the requisite service period, which is generally the vesting period of the respective awards.

We recorded stock-based compensation expense related to options granted of \$11.9 million, \$10.4 million, and \$8.4 million during the years ended December 31, 2017, 2016 and 2015, respectively.

In determining the fair value of the stock-based awards, we use the Black-Scholes option-pricing model and assumptions discussed below. Each of these inputs is subjective and generally requires significant judgment to determine.

Fair Value of Common Stock. Prior to the IPO in April 2015, our board of directors, determined the fair value of our common stock by taking into consideration, among other things, contemporaneous valuations of our common stock prepared by an unrelated third-party valuation firm in accordance with the guidance provided by the American Institute of Certified Public Accountants Practice Guide, Valuation of Privately-Held-Company Equity Securities Issued as Compensation. Given the previous absence of a public trading market for our common stock, our board of directors exercised reasonable judgment and considered a number of objective and subjective factors to determine the best estimate of the fair value of our common stock, including our stage of development; progress of our research and development efforts; the rights, preferences and privileges of our preferred stock relative to those of our common stock; equity market conditions affecting comparable public companies and the lack of marketability of our common stock.

Since the IPO, we have used the market closing price of our common stock as reported on the Nasdaq Global Select Market.

Expected Term. The expected term represents the period that stock-based awards are expected to be outstanding. We used the simplified method to determine the expected term, which is calculated as the mid-point between the vesting date and the end of the contractual term of the options.

Expected Volatility. Since we do not have a long trading history for our common stock, the expected volatility was estimated based on the average historical volatilities of common stock of comparable publicly traded entities over a period equal to the expected term of the stock option grants. The comparable companies were chosen based on their similar size, stage in the life cycle or area of specialty. We will continue to apply this process until a sufficient amount of historical information regarding the volatility of our own stock price becomes available.

Risk-Free Interest Rate. The risk-free interest rate is based on the U.S. Treasury zero coupon issues in effect at the time of grant for periods corresponding with the expected term of the option.

Expected Dividend. We have never paid dividends on our common stock and have no plans to pay dividends on our common stock. Therefore, we used an expected dividend yield of zero.

We recognize compensation expense for stock awards for the portion of the share-based awards that are expected to vest. Therefore, we estimate our forfeiture rate based on an analysis of our actual forfeitures and will continue to evaluate the adequacy of the forfeiture rate based on actual forfeiture experience, analysis of employee turnover behavior and other factors. The impact from any forfeiture rate adjustment would be recognized in full in the period of adjustment, and if the actual number of future forfeitures differs from our estimates, we might be required to record adjustments to stock-based compensation in future periods.

Income Taxes

The benefit for income taxes was \$11.4 million for the year ended December 31, 2017, a decrease of \$32.8 million compared to the year ended December 31, 2016. The income tax benefit recorded during 2017 was primarily related to current federal income taxes benefit associated with the carryback of the 2017 loss.

We recognize deferred income taxes for temporary differences between the basis of assets and liabilities for financial statement and income tax purposes. We periodically evaluate the positive and negative evidence bearing upon realizability of our deferred tax assets. A full valuation allowance is maintained on the U.S. net deferred tax assets. A partial valuation allowance is maintained on the Netherlands NOL deferred tax asset. We intend to maintain the valuation allowance on the remaining net federal and state deferred tax assets until sufficient positive evidence exists to support valuation allowance reversals.

At December 31, 2017, we have operating loss, or NOL, carryforwards (before tax effects) for federal, state and foreign income tax purposes of \$28.2 million, \$17.4 million, and \$38.9 million respectively. These federal, state and foreign NOL carryforwards will begin to expire in 2027, 2033 and 2023, respectively, if not utilized. In addition, we have federal and state tax credit carryforwards of \$36.5 million and \$6.0 million, respectively, to offset future income tax liabilities. The federal tax credits can be carried forward for 20 years and will start to expire in 2034, if not utilized, while the state tax credits can be carried forward indefinitely. Under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, our ability to utilize NOL carryforwards or other tax attributes, such as federal tax credits, in any taxable year may be limited if we have experienced an “ownership change.”

We record unrecognized tax benefits as liabilities and adjust these liabilities when our judgment changes as a result of the evaluation of new information not previously available. Because of the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the unrecognized tax benefit liabilities. These differences will be reflected as increases or decreases to income tax expense in the period in which new information is available.

On December 22, 2017, the Tax Cuts and Jobs Act (the “Tax Act”) was signed into law. Among other changes is a permanent reduction in the U.S. federal corporate income tax rate from 35% to 21% effective January 1, 2018. As a result of the reduction in the corporate income tax rate, the Company revalued its net deferred tax assets, which resulted in a reduction in the value of our deferred tax asset of approximately \$26.5 million, offset by the change in valuation allowance of \$26.5 million, for the year ended December 31, 2017. In addition, the Act repeals the two-year carryback for losses arising in tax years ending after 2017. As a result, the Company recognized deferred tax expense of \$3.4 million, for the year ended December 31, 2017 due to the inability to carryback existing temporary differences after 2017.

Also on December 22, 2017, the SEC issued Staff Accounting Bulletin 118 (“SAB 118”), which provides guidance on accounting for tax effects of the Tax Act. SAB 118 provides a measurement period that should not extend beyond one year from the Tax Act enactment date for companies to complete the accounting under ASC 740. In accordance with SAB 118, a company must reflect the income tax effects of those aspects of the Tax Act for which the accounting under ASC 740 is complete. To the extent that a company’s accounting for certain income tax effects of the Tax Reform Act is incomplete but it is able to determine a reasonable estimate, it must record a provisional estimate to be included in the financial statements. Provisional amounts or adjustments to provisional amounts identified in the measurement period, as defined, would be included as an adjustment to tax expense or benefit from continuing operations in the period the amounts are determined. Due to the broad complexities of the Tax Act, under the

guidance of Staff Accounting Bulletin 118, we have determined a reasonable estimate for the effects of the Tax Act, and reported the estimates as provisional amounts in our financial statements for which the accounting under ASC Topic 740 is completed.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined under SEC rules.

Contractual Obligations and Other Commitments

The following table summarizes our contractual obligations at December 31, 2017:

	Payments due by period				Total
	Less than 1 year	1 to 3 years	3 to 5 years (in thousands)	More than 5 years	
Operating leases	\$ 5,750	\$ 11,233	\$ 10,792	\$ 41,406	\$ 69,181
Total contractual obligations	\$ 5,750	\$ 11,233	\$ 10,792	\$ 41,406	\$ 69,181

We enter into agreements in the normal course of business with contract research organizations for clinical trials and with vendors for preclinical studies and other services and products for operating purposes which are cancelable at any time by us, generally upon 30 days prior written notice. These payments are not included in this table of contractual obligations.

We are obligated to make future payments to third parties under in-license agreements, including sublicense fees, royalties and payments that become due and payable on the achievement of certain development and commercialization milestones. As the amount and timing of sublicense fees and the achievement and timing of these milestones are not probable and estimable, such commitments have not been included on our consolidated balance sheets or in the contractual obligations table above.

JOBS Act

We are an “emerging growth company” as defined in the Jumpstart Our Business Startups Act, or the JOBS Act, and therefore we may take advantage of certain exemptions from various public company reporting requirements, including not being required to have our internal control over financial reporting audited by our independent registered public accounting firm pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments. We may take advantage of these exemptions until we are no longer an “emerging growth company.” We may remain an “emerging growth company” for up to five years. We will cease to be an “emerging growth company” upon the earliest of: (1) December 31, 2020, (2) the last day of the first fiscal year in which our annual gross revenues are \$1.0 billion or more, (3) the date on which we have, during the previous rolling three-year period, issued more than \$1.0 billion in non-convertible debt securities, and (4) the date on which we are deemed to be a “large accelerated filer” as defined in the Securities Exchange Act of 1934, as amended, or the Exchange Act. We have chosen to irrevocably opt out of the extended transition periods available under the JOBS Act for complying with new or revised accounting standards.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board, or FASB, issued Auditing Standards Update, or ASU, No. 2014-09, Revenue from Contracts with Customers (Topic 606). This ASU affects any entity that either enters into contracts with customers to transfer goods and services or enters into contracts for the transfer of nonfinancial assets. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. The standard’s core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which it expects to be entitled in exchange for those goods or services. In doing so, companies will need to use more judgment and make more estimates than under the currently effective guidance. These may include identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. The new standard permits adoption either by using (i) a full retrospective approach for all periods presented in the period of adoption or (ii) a modified retrospective approach with the cumulative effect of initially applying the new standard recognized at the date of initial application and providing certain additional disclosures. The new standard is effective for us on January 1, 2018, with early adoption permitted.

The Company has completed its assessment of the impact of the new revenue standard on the Company's financial statements and internal controls. The Company will adopt the new standard and its related amendments effective January 1, 2018 using the modified retrospective method. Therefore, comparative information will not be adjusted and will continue to be reported under ASC 605 with the impact of the adoption reflected in opening accumulated deficit. The most significant impact of the standard relates to our collaboration agreement with Novartis, primarily regarding the recognition of revenue from milestone payments and the method of revenue recognition for performance obligations that are delivered over time. Under the new standard, milestone payments are included in the transaction price as variable consideration, subject to a constraint, and are allocated to the performance obligations in the contract. Therefore, the milestone payments will be recognized over the performance period rather than when achieved. In addition, legacy guidance permitted straight-line recognition of revenue for performance obligations that are delivered over time. The new standard requires an entity to recognize revenue based on the pattern of transfer of the services. We estimate that the cumulative impact of the adoption of Topic 606 will be an increase of \$25.0 million in the opening balance of its accumulated deficit on January 1, 2018 and a corresponding increase in deferred revenue which would be recognized in future periods.

In January 2016, the FASB issued ASU No. 2016-01, Financial Instruments--Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities, which amends the guidance in U.S. GAAP on the classification and measurement of financial instruments. Changes to the current guidance primarily affects the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments. In addition, the ASU clarifies guidance related to the valuation allowance assessment when recognizing deferred tax assets resulting from unrealized losses on available-for-sale debt securities. The new standard is effective for fiscal years and interim periods beginning after December 15, 2017, and upon adoption, an entity should apply the amendments by means of a cumulative-effect adjustment to the balance sheet at the beginning of the first reporting period in which the guidance is effective. Early adoption is not permitted except for the provision to record fair value changes for financial liabilities under the fair value option resulting from instrument-specific credit risk in other comprehensive income. We have evaluated the impact of this guidance and have concluded that adoption of the standard will not have a material impact on our consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), which establishes a comprehensive new lease accounting model. The new standard: (a) clarifies the definition of a lease; (b) requires a dual approach to lease classification similar to current lease classifications; and, (c) causes lessees to recognize leases on the balance sheet as a lease liability with a corresponding right-of-use asset for leases with a lease-term of more than twelve months. The new standard is effective for fiscal years and interim periods beginning after December 15, 2018 and requires modified retrospective application. Early adoption is permitted. We are currently evaluating the impact that the standard will have on our consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments—Credit Losses (Topic 326). The standard changes how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. Financial assets measured at amortized cost will be presented at the net amount expected to be collected by using an allowance for credit losses. The standard is effective for fiscal years and interim periods beginning after December 15, 2019. Early adoption is permitted for all periods beginning after December 15, 2018. We have evaluated the impact of this guidance and have concluded that adoption of the standard will not have a material impact on our consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments. ASU 2016-15 identifies how certain cash receipts and cash payments are presented and classified in the Statement of Cash Flows. The standard is effective for fiscal years and interim periods beginning after December 15, 2017. The standard should be applied retrospectively and early adoption is permitted, including adoption in an interim period. We have evaluated the impact of this guidance and have concluded that the adoption of the standard will not have a material impact on our consolidated statement of cash flows.

In November 2016, the FASB issued ASU No. 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash. ASU 2016-18 requires that the statement of cash flows explains the change during the period in the total cash, cash equivalents, and restricted cash. The standard is effective for fiscal years beginning after December 15, 2017, and interim periods within those years. This standard should be applied retrospectively and early adoption is permitted, including adoption in an interim period. We plan to adopt this standard on January 1, 2018 utilizing the required retrospective transition method. The adoption of ASU 2016-18 on January 1, 2018 will change the presentation and classification of restricted cash in our consolidated statement of cash flows.

In May 2017, the FASB issued ASU No. 2017-09, Compensation – Stock Compensation (Topic 718): Scope of Modification Accounting. ASU 2017-09 provides clarity and reduces the complexity of applying the guidance in Topic 718, Compensation – Stock Compensation, to a change to the terms or conditions of a share-based payment award. This standard is effective for annual periods beginning after December 15, 2017. We have evaluated the impact of this guidance and have concluded that adoption of the standard will not have a material impact on our consolidated financial statements.

Recently Adopted Accounting Pronouncements

In March 2016, the FASB issued ASU No. 2016-09, Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting. The standard is intended to simplify several areas of accounting for share-based compensation arrangements, including the income tax impact, classification of awards as either equity or liabilities, classification on the statement of cash flows and forfeitures. Formerly, these excess tax benefits were recognized in additional paid-in capital and tax deficiencies (to the extent there were previous tax benefits) were recognized as an offset to accumulated excess tax benefits. If no previous tax benefit existed, the deficiencies were recognized in the income statement as an increase to income tax expense. The changes require all excess tax benefits and tax deficiencies related to share-based payments be recognized as income tax expense or benefit in the income statement. The excess tax benefits are no longer included in the assumed proceeds of the diluted EPS calculation, which results in stock-based awards being more dilutive. Lastly, we elected to continue to estimate forfeitures based on historical data and recognize forfeiture compensation expense over the vesting period of the award. This standard is effective prospectively for annual reporting periods, and interim periods therein, beginning after December 15, 2016. We adopted this ASU on January 1, 2017, on a prospective basis, which resulted in the recognition of excess tax benefits within the Consolidated Statements of Operations rather than paid-in capital in the Consolidated Balance Sheets of \$4.5 million for the year ended December 31, 2017. Further, ASU 2016-09 requires excess tax benefits be presented within the statement of cash flows as an operating activity rather than as a financing activity. The Company adopted this change on a prospective basis, which resulted in a \$4.5 million increase in cash provided by operating activities and a \$4.5 million decrease in cash provided by financing activities in fiscal 2017.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.*Interest Rate Risk*

At December 31, 2017, we had cash, cash equivalents and marketable securities of \$349.7 million, which consisted of bank deposits, money market funds, commercial paper, U.S. government and agency securities and corporate debt securities. Such interest-earning instruments carry a degree of interest rate risk; however, historical fluctuations of interest income have not been significant. The cash and cash equivalents are held for working capital purposes. The marketable securities are held for capital preservation purposes.

We have not been nor do we anticipate being exposed to material risks due to changes in interest rates. A hypothetical 10% change in interest rates during any of the periods presented would not have had a material impact on our consolidated financial statements.

Foreign Currency Risk

We have certain investments outside the U.S. for the operations of Aduro Biotech Europe with exposure to foreign exchange rate fluctuations. The cumulative translation adjustment reported in the consolidated balance sheet as of December 31, 2017 was \$2.2 million primarily related to translation of Aduro Biotech Europe assets, liabilities and operating results from Euros to U.S. dollars. As of December 31, 2017, the effect of our exposure to these exchange rate fluctuations has not been material, and we do not expect it to become material in the foreseeable future. We do not hedge our foreign currency exposures and have not used derivative financial instruments for speculation or trading purposes.

ADURO BIOTECH, INC.
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To the Board of Directors and Stockholders of Aduro Biotech, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Aduro Biotech, Inc. and subsidiaries (the "Company") as of December 31, 2017 and 2016, the related consolidated statements of operations, comprehensive loss, convertible preferred stock and stockholders' equity (deficit), and cash flows, for each of the three years in the period ended December 31, 2017, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP

San Francisco, California
March 1, 2018

We have served as the Company's auditor since 2014.

ADURO BIOTECH, INC.
Consolidated Balance Sheets
(In thousands, except share and per share amounts)

	December 31,	
	2017	2016
Assets		
Current assets:		
Cash and cash equivalents	\$ 157,614	\$ 74,932
Short-term marketable securities	168,489	272,500
Accounts receivable	989	1,138
Income tax receivable	17,495	—
Prepaid expenses and other current assets	5,544	6,194
Total current assets	350,131	354,764
Long-term marketable securities	23,614	14,474
Property and equipment, net	31,085	26,384
Goodwill	8,723	7,658
Intangible assets, net	31,107	27,827
Restricted cash	468	468
Deferred tax assets	—	6,319
Other assets	—	717
Total assets	\$ 445,128	\$ 438,611
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 1,150	\$ 2,206
Accrued clinical trial and manufacturing expenses	5,898	4,777
Accrued expenses and other liabilities	12,601	8,597
Contingent consideration	6,829	—
Deferred revenue	14,923	15,052
Total current liabilities	41,401	30,632
Deferred rent	9,991	6,786
Contingent consideration	759	4,032
Deferred revenue	148,148	162,963
Deferred tax liabilities	6,538	5,869
Other long term liabilities	818	1,109
Total liabilities	207,655	211,391
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$0.0001 par value; 10,000,000 shares authorized at December 31, 2017 and 2016; and no shares issued and outstanding at December 31, 2017 and 2016	—	—
Common stock, \$0.0001 par value; 300,000,000 shares authorized at December 31, 2017 and 2016; and 77,736,201 and 67,918,246 shares issued and outstanding at December 31, 2017 and 2016	8	7
Additional paid-in capital	519,435	420,897
Accumulated other comprehensive income (loss)	1,893	(1,684)
Accumulated deficit	(283,863)	(192,000)
Total stockholders' equity	237,473	227,220
Total liabilities and stockholders' equity	\$ 445,128	\$ 438,611

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

ADURO BIOTECH, INC.
Consolidated Statements of Operations
(In thousands, except share and per share amounts)

	Year Ended December 31,		
	2017	2016	2015
Revenue:			
Collaboration and license revenue	\$ 17,109	\$ 50,593	\$ 71,689
Grant revenue	130	88	1,290
Total revenue	17,239	50,681	72,979
Operating expenses:			
Research and development	89,382	87,718	58,649
General and administrative	33,751	34,277	27,805
Amortization of intangible assets	559	549	89
Total operating expenses	123,692	122,544	86,543
Loss from operations	(106,453)	(71,863)	(13,564)
Loss from remeasurement of fair value of warrants	—	—	(26,077)
Interest income, net	3,444	2,219	494
Other expense, net	(218)	(40)	(161)
Loss before income tax	(103,227)	(69,684)	(39,308)
Income tax benefit (provision)	11,364	(21,464)	99
Net loss	\$ (91,863)	\$ (91,148)	\$ (39,209)
Net loss per common share, basic and diluted	\$ (1.26)	\$ (1.40)	\$ (0.88)
Shares used in computing net loss per common share, basic and diluted	72,901,215	65,200,762	44,706,393

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

ADURO BIOTECH, INC.
Consolidated Statements of Comprehensive Loss

	Year Ended December 31,		
	2017	2016	2015
Net loss	\$ (91,863)	\$ (91,148)	\$ (39,209)
Other comprehensive (loss) income:			
Unrealized (loss) gain on marketable securities, net of tax of \$0	(155)	40	(181)
Foreign currency translation adjustments, net of tax of \$0	3,732	(1,385)	(158)
Comprehensive loss	<u>\$ (88,286)</u>	<u>\$ (92,493)</u>	<u>\$ (39,548)</u>

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

ADURO BIOTECH, INC.
Consolidated Statements of Convertible Preferred Stock and Stockholders' Equity (Deficit)
(In thousands, except share amounts)

	Convertible Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount				
Balance at December 31, 2014	69,608,339	139,963	361,997	—	346	—	(61,643)	(61,297)
Issuance of Series E convertible preferred stock for cash, net of issuance costs	2,361,029	24,992	—	—	—	—	—	—
Issuance of convertible preferred stock upon exercise of preferred stock warrants	6,668	9	—	—	—	—	—	—
Conversion of convertible preferred stock to common stock	(71,976,036)	(164,964)	51,822,659	5	164,959	—	—	164,964
Issuance of common stock in initial public offering	—	—	8,050,000	1	124,192	—	—	124,193
Issuance of common stock in private placement	—	—	1,470,588	—	25,000	—	—	25,000
Reclassification of convertible preferred stock and common stock warrant liability to additional paid-in capital	—	—	—	—	27,066	—	—	27,066
Issuance of common stock upon exercise of stock options and grant of restricted stock	—	—	843,441	—	673	—	—	673
Issuance of common stock upon exercise of warrants	—	—	302,269	—	117	—	—	117
Issuance of common stock in business acquisition (Note 5)	—	—	697,306	—	11,452	—	—	11,452
Issuance of common stock under Employee Stock Purchase Plan	—	—	39,573	—	572	—	—	572
Stock-based compensation	—	—	—	—	8,430	—	—	8,430
Other comprehensive loss	—	—	—	—	—	(339)	—	(339)
Net loss	—	—	—	—	—	—	(39,209)	(39,209)
Balance at December 31, 2015	—	—	63,587,833	6	362,807	(339)	(100,852)	261,622
Issuance of common stock upon exercise of stock options	—	—	873,735	—	903	—	—	903
Issuance of common stock upon exercise of warrants	—	—	831,513	—	97	—	—	97
Issuance of common stock under Employee Stock Purchase Plan	—	—	98,936	—	835	—	—	835
Issuance of common stock upon at the market offering (Note 10)	—	—	2,526,229	1	36,805	—	—	36,806
Stock-based compensation	—	—	—	—	15,006	—	—	15,006
Excess tax benefit from stock-based compensation	—	—	—	—	4,444	—	—	4,444
Other comprehensive loss	—	—	—	—	—	(1,345)	—	(1,345)
Net loss	—	—	—	—	—	—	(91,148)	(91,148)
Balance at December 31, 2016	—	—	67,918,246	7	420,897	(1,684)	(192,000)	227,220
Issuance of common stock upon exercise of stock options	—	—	2,041,862	—	2,304	—	—	2,304
Issuance of common stock upon exercise of warrants	—	—	28,243	—	40	—	—	40
Issuance of common stock under Employee Stock Purchase Plan	—	—	103,562	—	828	—	—	828
Issuance of common stock upon at the market offering (Note 10)	—	—	7,494,438	1	78,990	—	—	78,991
Release of restricted stock units	—	—	149,850	—	—	—	—	—
Stock-based compensation	—	—	—	—	16,376	—	—	16,376
Other comprehensive income	—	—	—	—	—	3,577	—	3,577
Net loss	—	—	—	—	—	—	(91,863)	(91,863)
Balance at December 31, 2017	—	\$ —	<u>77,736,201</u>	<u>\$ 8</u>	<u>\$ 519,435</u>	<u>\$ 1,893</u>	<u>\$ (283,863)</u>	<u>\$ 237,473</u>

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

ADURO BIOTECH, INC.
Consolidated Statement of Cash Flows
(In thousands)

	Year Ended December 31,		
	2017	2016	2015
Cash Flows from Operating Activities			
Net loss	\$ (91,863)	\$ (91,148)	\$ (39,209)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization	3,426	2,003	634
Amortization of intangibles	559	549	89
Accretion of discounts and amortization of premiums on marketable securities	621	1,831	725
Stock-based compensation	16,376	15,006	8,430
Excess tax benefit from stock-based compensation	—	(4,444)	—
Loss from remeasurement of fair value of contingent consideration	2,824	400	—
Loss from remeasurement of fair value of warrants	—	—	26,077
Loss on disposal of property and equipment	9	15	—
Deferred income tax	6,180	(7,800)	—
Changes in operating assets and liabilities:			
Accounts receivable	149	3,708	(1,693)
Income tax receivable	(17,495)	—	—
Prepaid expenses and other assets	1,535	3,487	(2,654)
Accounts payable	(1,206)	(2,851)	1,537
Deferred revenue	(14,944)	(15,068)	157,064
Accrued clinical trial and manufacturing expenses	924	(745)	2,172
Accrued expenses and other liabilities	4,049	8,981	1,638
Net cash (used in) provided by operating activities	(88,856)	(86,076)	154,810
Cash Flows from Investing Activities			
Purchase of marketable securities	(260,435)	(359,500)	(359,378)
Proceeds from maturities of marketable securities	354,530	351,322	77,885
Restricted cash	—	(468)	—
Purchase of property and equipment	(5,154)	(23,887)	(2,174)
Acquisition, net of cash acquired	—	—	(14,321)
Net cash provided by (used in) investing activities	88,941	(32,533)	(297,988)
Cash Flows from Financing Activities			
Proceeds from issuance of common stock, net of offering costs	78,991	36,806	150,283
Excess tax benefit from stock-based compensation	—	4,444	—
Proceeds from issuance of convertible preferred stock, net of issuance costs	—	—	22,522
Proceeds from exercise of stock options and warrants	2,235	1,000	801
Proceeds from employee stock purchase plan	828	835	572
Net cash provided by financing activities	82,054	43,085	174,178
Effect of exchange rate changes on cash	543	—	—
Net increase (decrease) in cash and cash equivalents	82,682	(75,524)	31,000
Cash and cash equivalents at beginning of period	74,932	150,456	119,456
Cash and cash equivalents at end of period	<u>\$ 157,614</u>	<u>\$ 74,932</u>	<u>\$ 150,456</u>
Supplemental Disclosure			
Cash paid for taxes	\$ 1,106	\$ 22,400	\$ —
Supplemental Disclosure of Non-Cash Investing and Financing Activities			
Stock issued in connection with business acquisition	\$ —	\$ —	\$ 11,452
Conversion of convertible preferred stock to common stock	\$ —	\$ —	\$ 164,964
Reclassification of warrant liabilities to additional paid-in capital	\$ —	\$ —	\$ 27,066
Purchase of property and equipment in accounts payable and accrued liabilities	<u>\$ 2,790</u>	<u>\$ 447</u>	<u>\$ 692</u>

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

1. Organization and Nature of Business

Aduro Biotech, Inc., and its wholly owned subsidiaries, or the Company, is an immunotherapy company focused on the discovery, development and commercialization of therapies that transform the treatment of challenging diseases, including cancer. The Company is located in Berkeley, California and its wholly-owned subsidiary, Aduro Biotech Holdings, Europe B.V., or Aduro Biotech Europe, is based in the Netherlands. The Company operates in one business segment.

The Company believes its three technology platforms are uniquely positioned to recruit and direct the immune system by activating cancer-fighting immune cells and inhibiting immune suppressive cells known to allow tumor growth. Product candidates from the Company's STING Pathway, B-select monoclonal antibody, and LADD, or Live, Attenuated, Double-Deleted *Listeria monocytogenes*, platforms are designed to stimulate and/or regulate innate and adaptive immune responses, either as single agents or in combination with conventional therapies (chemotherapy and radiation) as well as other novel immunotherapies. The Company's diverse technology platforms have led to a strong pipeline of clinical and preclinical candidates, which are being developed for a number of cancer indications. Additionally, Aduro's platforms have the potential to generate product candidates that address other therapeutic areas, such as autoimmune and infectious diseases. The Company is also collaborating with leading global pharmaceutical companies to expand its products and technology platforms.

2. Basis of Presentation, Use of Estimates and Recent Accounting Pronouncements

Basis of Presentation

The consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles, or U.S. GAAP, and include the accounts of Aduro Biotech, Inc. and its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities and reported amounts of revenue and expenses in the financial statements and accompanying notes. On an ongoing basis, management evaluates its estimates, including those related to revenue recognition, clinical trial accruals, common stock and related warrants, income taxes and stock-based compensation. Management bases its estimates on historical experience and on various other market-specific and relevant assumptions that management believes to be reasonable under the circumstances. Actual results could differ from these estimates.

Revenue Recognition

The Company recognizes revenues from collaboration, license or research arrangements and development grants when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the price is fixed or determinable and collectability is reasonably assured.

For revenue agreements with multiple-element arrangements, such as license and research and development agreements, the Company allocates revenue to each non-contingent element based on the relative selling price of each element. When applying the relative selling price method, the Company determines the selling price for each deliverable by first using vendor-specific objective evidence, if available, and then third-party evidence. If neither exists, the Company uses its best estimate of selling price for that deliverable. Revenue allocated to an element is then recognized when the four basic revenue recognition criteria are met.

Revenue associated with nonrefundable upfront license fees under arrangements where the license fees and research and development activities cannot be accounted for as separate units of accounting is deferred and recognized as revenue on a straight-line basis over the expected period of performance. Revenues from the achievement of research and development milestones, if deemed substantive, are recognized as revenue when the milestones are achieved and the milestone payments are due and collectible. If not deemed substantive, the Company recognizes such milestones as revenue on a straight-line basis over the remaining expected performance period under the arrangement. The Company will account for sales-based royalties as revenue upon achievement of certain sales milestones.

Milestones are considered substantive if all of the following conditions are met: (1) the milestone is nonrefundable; (2) achievement of the milestone was not reasonably assured at the inception of the arrangement; (3) substantive effort is involved to achieve the milestone; and (4) the amount of the milestone appears reasonable in relation to the effort expended, and the other milestones in the arrangement and the related risk associated with the achievement of the milestone and any ongoing research and development or other services are priced at fair value. Revenue related to research and development grants is recognized when the related research expenses are incurred and the Company's specific performance obligations under the terms of the respective contracts are satisfied. Revenue recognized in the consolidated statement of operations is not subject to repayment.

Deferred revenue at December 31, 2017 and 2016 represents the portion of payments received for which the earnings process has not been completed. Deferred revenue expected to be recognized within the next 12 months is classified as a current liability.

Cash and Cash Equivalents

Cash and cash equivalents include all cash balances and highly liquid investments with original maturities of three months or less from the date of purchase. At December 31, 2017 and 2016, cash and cash equivalents consisted of cash in bank deposits, money market funds held at financial institutions, commercial paper and U.S. government and agency securities. The recorded carrying amount of cash equivalents approximates their fair value.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash and cash equivalents and accounts receivable. Cash and cash equivalents are held at financial institutions in the United States and in the Netherlands. The Company is exposed to credit risk in the event of default by the financial institution to the extent that cash and cash equivalent balances recorded in the balance sheets are in excess of the amounts that are insured by the Federal Deposit Insurance Corporation. The Company has not experienced any losses on its deposits since inception, and management believes that minimal credit risk exists with respect to these financial institutions.

Accounts receivable consist of amounts due from various collaboration agreements and grant proceeds for services under an agreement with the United States government. The Company's management believes these receivables are fully collectible.

Property and Equipment

Property and equipment is carried at cost less accumulated depreciation and amortization. Depreciation and amortization of property and equipment is calculated using the straight-line method. When assets are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the balance sheet and any resulting gain or loss is reflected in operations in the period realized.

The useful lives of the property and equipment are as follows:

Lab equipment	5 years
Furniture and fixtures	5 years
Computer and office equipment	3 – 5 years
Leasehold improvements	Shorter of remaining lease term or estimated useful life

Expenditures for repairs and maintenance, which do not improve or extend the life of the assets, are expensed as incurred.

Business Combinations

The Company accounts for acquisitions using the acquisition method of accounting which requires the recognition of tangible and identifiable intangible assets acquired and liabilities assumed at their estimated fair values as of the business combination date. The Company allocates any excess purchase price over the estimated fair value assigned to the net tangible and identifiable intangible assets acquired and liabilities assumed to goodwill. Contingent consideration is included within the acquisition cost and is recognized at its fair value on the acquisition date. A liability resulting from contingent consideration is remeasured to fair value at each reporting date until the contingency is resolved and changes in fair value are recognized in earnings. Transaction costs are expensed as incurred in general and administrative expenses. Results of operations and cash flows of acquired companies are included in the Company's operating results from the date of acquisition.

Goodwill and Intangible Assets

Goodwill represents the excess of the consideration transferred over the estimated fair value of assets acquired and liabilities assumed in a business combination. Intangible assets with indefinite useful lives are related to acquired in-process research and development, or IPR&D, projects and are measured at their respective fair values as of the acquisition date. Goodwill and intangible assets with indefinite useful lives are not amortized but are tested for impairment on an annual basis or more frequently if the Company becomes aware of any events or changes that would indicate the fair values of the assets are below their carrying amounts. Intangible assets related to IPR&D projects are considered to be indefinite-lived until the completion or abandonment of the associated research and development efforts. If and when development is complete, which generally occurs if and when regulatory approval to market a product is obtained, the associated assets are deemed finite-lived and are amortized based on their respective estimated useful lives at that point in time. The Company has not recorded an impairment of goodwill or IPR&D since inception.

Intangible assets with finite useful lives are amortized over their estimated useful lives, primarily on a straight-line basis.

Impairment of Long-Lived Assets

The Company reviews its long-lived assets, including property and equipment and definite-lived intangible assets, for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets held and used is measured by comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated from the use of the asset and its eventual disposition. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount exceeds the fair value of the impaired assets. Assets to be disposed of are reported at the lower of their carrying amount or fair value less cost to sell. The Company has not recorded an impairment of long-lived assets since inception.

Accrued Research and Development Costs

The Company records accrued liabilities for estimated costs of research and development activities conducted by third-party service providers, which include the conduct of preclinical studies and clinical trials and contract manufacturing activities. These costs are a significant component of the Company's research and development expenses. The Company accrues for these costs based on factors such as estimates of the work completed and in accordance with agreements established with its third-party service providers under the service agreements. The Company makes significant judgments and estimates in determining the accrued liabilities balance in each reporting period. As actual costs become known, the Company adjusts its accrued liabilities. The Company has not experienced any material differences between accrued costs and actual costs incurred. However, the status and timing of actual services performed, number of patients enrolled and the rate of patient enrollments may vary from the Company's estimates, resulting in adjustments to expense in future periods. Changes in these estimates that result in material changes to the Company's accruals could materially affect the Company's results of operations.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development costs consist of salaries and benefits, lab supplies, contract and grant research costs, fees paid to consultants and third parties that conduct certain research and development activities on the Company's behalf and allocations of facilities-related costs. Nonrefundable advance payments for goods or services to be rendered in the future for use in research and development activities are deferred and capitalized as prepaid expenses until the related goods are delivered or the services are performed.

Stock-Based Compensation

The Company measures its stock-based awards made to employees based on the estimated fair values of the awards as of the grant date using the Black-Scholes option-pricing model. Stock-based compensation expense is recognized over the requisite service period using the straight-line method and is based on the value of the portion of stock-based payment awards that is ultimately expected to vest. As such, the Company's stock-based compensation is reduced for the estimated forfeitures and revised, if necessary, in subsequent periods if actual forfeitures differ from the original estimates.

Stock-based compensation expense for options granted to non-employees as consideration for services received is measured on the date of performance at the fair value of the consideration received or the fair value of the equity instruments issued, using the Black-Scholes option-pricing model, whichever can be more reliably measured. Stock-based compensation expense for options granted to non-employees is remeasured each period as the underlying options vest.

Income Taxes

The Company accounts for income taxes using the asset and liability method. Under this method, deferred income tax assets and liabilities are recorded based on the estimated future tax effects of differences between the financial reporting and the tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Deferred income taxes are classified as noncurrent. A valuation allowance is provided when it is more likely than not that some portion or all of a deferred tax asset will not be realized.

The tax effects of the Company's income tax positions are recognized only if determined "more likely than not" to be sustained based solely on the technical merits as of the reporting date. The Company considers many factors when evaluating and estimating its tax positions and tax benefits, which may require periodic adjustments and which may not accurately anticipate actual outcomes.

Foreign Currency Translation

The impact of changes in foreign currency exchange rates resulting from the translation of foreign currency financial statements into U.S. dollars for financial reporting purposes is included in other comprehensive loss. Assets and liabilities are translated into U.S. dollars at exchange rates in effect at the balance sheet date. Income and expense items are translated at average rates for the period.

Foreign currency transaction gains and losses are recorded as they are realized.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board, or FASB, issued Auditing Standards Update, or ASU, No. 2014-09, Revenue from Contracts with Customers (Topic 606). This ASU affects any entity that either enters into contracts with customers to transfer goods and services or enters into contracts for the transfer of nonfinancial assets. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. The standard's core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which it expects to be entitled in exchange for those goods or services. In doing so, companies will need to use more judgment and make more estimates than under the currently effective guidance. These may include identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. The new standard permits adoption either by using (i) a full retrospective approach for all periods presented in the period of adoption or (ii) a modified retrospective approach with the cumulative effect of initially applying the new standard recognized at the date of initial application and providing certain additional disclosures. The new standard is effective for the Company on January 1, 2018, with early adoption permitted.

The Company has completed its assessment of the impact of the new revenue standard on the Company's financial statements and internal controls. The Company will adopt the new standard and its related amendments effective January 1, 2018 using the modified retrospective method. Therefore, comparative information will not be adjusted and will continue to be reported under ASC 605 with the impact of the adoption reflected in opening accumulated deficit. The most significant impact of the standard relates to the Company's collaboration agreement with Novartis, primarily regarding the recognition of revenue from milestone payments and the method of revenue recognition for performance obligations that are delivered over time. Under the new standard, milestone payments are included in the transaction price as variable consideration, subject to a constraint, and are allocated to the performance obligations in the contract. Therefore, the milestone payments will be recognized over the performance period rather than when achieved. In addition, legacy guidance permitted straight-line recognition of revenue for performance obligations that are delivered over time. The new standard requires an entity to recognize revenue based on the pattern of transfer of the services. The Company estimates that the cumulative impact of the adoption of Topic 606 will be an increase of \$25.0 million in the opening balance of its accumulated deficit on January 1, 2018 and a corresponding increase in deferred revenue which would be recognized in future periods.

In January 2016, the FASB issued ASU No. 2016-01, Financial Instruments--Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities, which amends the guidance in U.S. GAAP on the classification and measurement of financial instruments. Changes to the current guidance primarily affects the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments. In addition, the ASU clarifies guidance related to the valuation allowance assessment when recognizing deferred tax assets resulting from unrealized losses on available-for-sale debt securities. The new standard is effective for fiscal years and interim periods beginning after December 15, 2017, and upon adoption, an entity should apply the amendments by means of a cumulative-effect adjustment to the balance sheet at the beginning of the first reporting period in which the guidance is effective. Early adoption is not permitted except for the provision to record fair value changes for financial liabilities under the fair value option resulting from instrument-specific credit risk in other comprehensive income. The Company has evaluated the impact of this guidance and has concluded that adoption of the standard will not have a material impact on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), which establishes a comprehensive new lease accounting model. The new standard: (a) clarifies the definition of a lease; (b) requires a dual approach to lease classification similar to current lease classifications; and, (c) causes lessees to recognize leases on the balance sheet as a lease liability with a corresponding right-of-use asset for leases with a lease-term of more than twelve months. The new standard is effective for fiscal years and interim periods beginning after December 15, 2018 and requires modified retrospective application. Early adoption is permitted. The Company is currently evaluating the impact that the standard will have on its consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments—Credit Losses (Topic 326). The standard changes how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. Financial assets measured at amortized cost will be presented at the net amount expected to be collected by using an allowance for credit losses. The standard is effective for fiscal years and interim periods beginning after December 15, 2019. Early adoption is permitted for all periods beginning after December 15, 2018. The Company has evaluated the impact of this guidance and has concluded that adoption of the standard will not have a material impact on its consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments. ASU 2016-15 identifies how certain cash receipts and cash payments are presented and classified in the Statement of Cash Flows. The standard is effective for fiscal years and interim periods beginning after December 15, 2017. The standard should be applied retrospectively and early adoption is permitted, including adoption in an interim period. The Company has evaluated the impact of this guidance and has concluded that the adoption of the standard will not have a material impact on its consolidated statement of cash flows.

In November 2016, the FASB issued ASU No. 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash. ASU 2016-18 requires that the statement of cash flows explains the change during the period in the total cash, cash equivalents, and restricted cash. The standard is effective for fiscal years beginning after December 15, 2017, and interim periods within those years. This standard should be applied retrospectively and early adoption is permitted, including adoption in an interim period. The Company plans to adopt this standard on January 1, 2018 utilizing the required retrospective transition method. The adoption of ASU 2016-18 on January 1, 2018 will change the presentation and classification of restricted cash in its consolidated statement of cash flows.

In May 2017, the FASB issued ASU No. 2017-09, Compensation – Stock Compensation (Topic 718): Scope of Modification Accounting. ASU 2017-09 provides clarity and reduces the complexity of applying the guidance in Topic 718, Compensation – Stock Compensation, to a change to the terms or conditions of a share-based payment award. This standard is effective for annual periods beginning after December 15, 2017. The Company has evaluated the impact of this guidance and has concluded that adoption of the standard will not have a material impact on its consolidated financial statements.

Recently Adopted Accounting Pronouncements

In March 2016, the FASB issued ASU No. 2016-09, Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting. The standard is intended to simplify several areas of accounting for share-based compensation arrangements, including the income tax impact, classification of awards as either equity or liabilities, classification on the statement of cash flows and forfeitures. Formerly, these excess tax benefits were recognized in additional paid-in capital and tax deficiencies (to the extent there were previous tax benefits) were recognized as an offset to accumulated excess tax benefits. If no previous tax benefit existed, the deficiencies were recognized in the income statement as an increase to income tax expense. The changes require all excess tax benefits and tax deficiencies related to share-based payments be recognized as income tax expense or benefit in the income statement. The excess tax benefits are no longer included in the assumed proceeds of the diluted EPS calculation, which results in stock-based awards being more dilutive. Lastly, the Company elected to continue to estimate forfeitures based on historical data and recognize forfeiture compensation expense over the vesting period of the award. This standard is effective prospectively for annual reporting periods, and interim periods therein, beginning after December 15, 2016. The Company adopted this ASU on January 1, 2017, on a prospective basis, which resulted in the recognition of excess tax benefits within the Consolidated Statements of Operations rather than paid-in capital in the Consolidated Balance Sheets of \$4.5 million for the year ended December 31, 2017. Further, ASU 2016-09 requires excess tax benefits be presented within the statement of cash flows as an operating activity rather than as a financing activity. The Company adopted this change on a prospective basis, which resulted in a \$4.5 million increase in cash provided by operating activities and a \$4.5 million decrease in cash provided by financing activities in fiscal 2017.

3. Fair Value Measurements

The carrying amounts of certain of the Company's financial instruments, including cash equivalents, accounts receivable and accounts payable approximate their fair values due to their short maturities. Assets and liabilities recorded at fair value on a recurring basis in the balance sheets, as well as assets and liabilities measured at fair value on a non-recurring basis or disclosed at fair value, are categorized based upon the level of judgment associated with inputs used to measure their fair values. The accounting guidance for fair value provides a framework for measuring fair value, and requires certain disclosures about how fair value is determined. Fair value is defined as the price that would be received upon the sale of an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the reporting date. The accounting guidance also establishes a three-level valuation hierarchy that prioritizes the inputs to valuation techniques used to measure fair value based upon whether such inputs are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions made by the reporting entity. The three-level hierarchy for the inputs to valuation techniques is briefly summarized as follows:

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

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

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

The Company's cash equivalents, which include money market funds, are classified as Level 1 because they are valued using quoted market prices. The Company's marketable securities consist of available-for-sale securities and are generally classified as Level 2 because their value is based on valuations using significant inputs derived from or corroborated by observable market data.

In certain cases where there is limited activity or less transparency around the inputs to valuation, securities are classified as Level 3. Level 3 liabilities consist of common and preferred stock warrant liabilities and contingent consideration liability. The determination of the fair value of contingent consideration and the fair value of the warrants is discussed in Note 5 and Note 11, respectively.

The following table sets forth the Company's financial instruments that were measured at fair value on a recurring basis by level within the fair value hierarchy (in thousands):

December 31, 2017				
	Level 1	Level 2	Level 3	Total
Financial Assets:				
Money market funds	\$ 86,461	\$ —	\$ —	\$ 86,461
U.S. government and agency securities	—	108,076	—	108,076
Corporate debt securities	—	58,496	—	58,496
Commercial paper	—	74,011	—	74,011
Total	\$ 86,461	\$ 240,583	\$ —	\$ 327,044
Financial Liabilities:				
Contingent consideration related to acquisition	\$ —	\$ —	\$ 7,588	\$ 7,588
Total	\$ —	\$ —	\$ 7,588	\$ 7,588
December 31, 2016				
	Level 1	Level 2	Level 3	Total
Financial Assets:				
Money market funds	\$ 54,318	\$ —	\$ —	\$ 54,318
U.S. government and agency securities	—	166,800	—	166,800
Corporate debt securities	—	77,880	—	77,880
Commercial paper	—	49,643	—	49,643
Total	\$ 54,318	\$ 294,323	\$ —	\$ 348,641
Financial Liabilities:				
Contingent consideration related to acquisition	\$ —	\$ —	\$ 4,032	\$ 4,032
Total	\$ —	\$ —	\$ 4,032	\$ 4,032

The acquisition-date fair value of the contingent consideration liability represents the future consideration that is contingent upon the achievement of specified development milestones for a product candidate. The fair value of the contingent consideration is based on the Company's probability-weighted discounted cash flow assessment that considers probability and timing of future payments. The fair value measurement is based on significant Level 3 inputs such as anticipated timelines and probability of achieving development milestones. Changes in the fair value of the liability for contingent consideration, except for the impact of foreign currency, will be recognized in the consolidated statement of operations until settlement.

The Company did not have any financial assets and liabilities measured at fair value on a non-recurring basis as of December 31, 2017 and 2016. During the years ended December 31, 2017 and 2016, there were no transfers between the fair value measurement category levels.

The following table sets forth a summary of the changes in the fair value of the Company's Level 3 financial liabilities (in thousands):

	Contingent Consideration
Balance at December 31, 2015	\$ 3,750
Net increase in fair value upon revaluation	400
Foreign currency impact	(118)
Balance at December 31, 2016	4,032
Net increase in fair value upon revaluation	2,824
Foreign currency impact	732
Balance at December 31, 2017	\$ 7,588

The following tables summarize the estimated value of the Company's cash equivalents and marketable securities and the gross unrealized holding gains and losses (in thousands):

	December 31, 2017			
	Amortized cost	Unrealized gains	Unrealized losses	Estimated Fair Value
Cash and cash equivalents:				
Cash	\$ 22,673	\$ —	\$ —	\$ 22,673
Money market funds	86,461	—	—	86,461
Commercial paper	48,480	—	—	48,480
Total cash and cash equivalents	\$ 157,614	\$ —	\$ —	\$ 157,614
Marketable securities:				
U.S. government and agency securities	\$ 108,317	\$ —	\$ (241)	\$ 108,076
Corporate debt securities	58,551	1	(56)	58,496
Commercial paper	25,531	—	—	25,531
Total marketable securities	\$ 192,399	\$ 1	\$ (297)	\$ 192,103

	December 31, 2016			
	Amortized cost	Unrealized gains	Unrealized losses	Estimated Fair Value
Cash and cash equivalents:				
Cash	\$ 13,265	\$ —	\$ —	\$ 13,265
Money market funds	54,318	—	—	54,318
Commercial paper	7,349	—	—	7,349
Total cash and cash equivalents	\$ 74,932	\$ —	\$ —	\$ 74,932
Marketable securities:				
U.S. government and agency securities	\$ 166,854	\$ 7	\$ (61)	\$ 166,800
Corporate debt securities	77,967	—	(87)	77,880
Commercial paper	42,294	—	—	42,294
Total marketable securities	\$ 287,115	\$ 7	\$ (148)	\$ 286,974

The amortized cost and estimated fair value of the Company's available-for-sale marketable securities by contractual maturity are summarized below as of December 31, 2017 (in thousands):

	Amortized cost	Unrealized gains	Unrealized losses	Estimated Fair Value
Mature in one year or less	\$ 168,630	\$ 1	\$ (142)	\$ 168,489
Mature after one year through two years	23,769	—	(155)	\$ 23,614
Total available-for-sale marketable securities	<u>\$ 192,399</u>	<u>\$ 1</u>	<u>\$ (297)</u>	<u>\$ 192,103</u>

4. Balance Sheet Components

Property and Equipment, Net

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

	December 31,	
	2017	2016
Lab equipment	\$ 7,243	\$ 5,379
Computer and office equipment	2,016	1,755
Furniture and fixtures	1,767	1,479
Leasehold improvements	27,102	17,473
Construction in progress	54	3,930
Total property and equipment	38,182	30,016
Less: accumulated depreciation	(7,097)	(3,632)
Property and equipment, net	<u>\$ 31,085</u>	<u>\$ 26,384</u>

Depreciation expense for the years ended December 31, 2017, 2016 and 2015 was \$3.4 million, \$2.0 million, and \$634,000, respectively.

Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consisted of the following (in thousands):

	December 31,	
	2017	2016
Compensation and related benefits	\$ 5,320	\$ 4,228
Accrued property and equipment	2,790	447
Accrued research expense	1,763	122
Professional and consulting services	1,586	1,168
Other	1,142	1,826
Income tax payable	—	806
Total accrued expenses and other liabilities	<u>\$ 12,601</u>	<u>\$ 8,597</u>

5. Acquisition of BioNovion Holding B.V.

On October 30, 2015, the Company acquired the outstanding shares of BioNovion Holding B.V., or BioNovion, a privately held company in the Netherlands that specializes in immune oncology antibody discovery, in exchange for cash and 697,306 shares of the Company's common stock for an aggregate purchase price of \$34.2 million. BioNovion was subsequently renamed Aduro Biotech Holding, Europe B.V., or Aduro Biotech Europe. As of the date of acquisition, the purchase price was preliminarily allocated to the assets acquired and liabilities assumed based upon their estimated fair value.

The Company believes that the acquisition of Aduro Biotech Europe created synergies that will provide future value. These factors, among others, contributed to a purchase price in excess of the estimated fair value of the acquired company's net identifiable assets acquired and resulted in the recognition of goodwill. The goodwill related to the acquisition is not deductible for tax purposes.

A summary of the total purchase consideration on October 30, 2015 was as follows (in thousands):

Cash consideration	\$	19,006
Fair value of Aduro common stock issued		11,452
Fair value of Contingent Purchase Price		3,775
Total purchase consideration	\$	<u>34,233</u>

The results of operations and the provisional fair values of the acquired assets and liabilities assumed have been included in the accompanying consolidated financial statements since the acquisition date. Revenue from Aduro Biotech Europe was \$288,000 and net loss was \$(595,000) for the period ended December 31, 2015.

The Company will pay additional consideration, or the Contingent Purchase Price, upon the achievement of certain development milestones associated with specified Aduro Biotech Europe antibody product candidates. The Contingent Purchase Price was initially recorded at fair value on the acquisition date in long-term liabilities on the consolidated balance sheet. The fair value of the Contingent Purchase Price of \$3.8 million was estimated based on the risk-adjusted present value of the amount payable. Subsequent changes in the fair value of the Contingent Purchase Price will be recognized as adjustments to contingent consideration and reflected in the consolidated statements of operations. For additional information related to the fair value of this obligation, please read Note 3 to these consolidated financial statements. The Contingent Purchase Price has not been released as of the issuance date of these consolidated financial statements because the development milestones have not yet been achieved.

The Company incurred \$572,000 in acquisition-related costs which were recorded within operating expenses for the year ended December 31, 2015.

The following table summarizes the preliminary fair value of assets acquired and liabilities assumed on October 30, 2015 (in thousands):

Assets acquired and liabilities assumed:		
Cash and cash equivalents	\$	4,684
Accounts receivable		180
Prepaid expenses and other current assets		57
Property and equipment		814
Accounts payable		(1,460)
Accrued expenses and other liabilities		<u>(780)</u>
Net tangible assets acquired		3,495
Intangible assets:		
License agreement		10,857
In-process research and development		18,827
Goodwill		<u>8,475</u>
Net intangible assets acquired		38,159
Deferred tax liabilities		<u>(7,421)</u>
Total	\$	<u>34,233</u>

In September 2016, the Company filed its 2015 Netherlands tax return and finalized the purchase price accounting related to its acquisition of Aduro Biotech Europe resulting in a measurement period adjustment to goodwill of \$490,000.

Aduro Biotech Europe has a license and research agreement with Merck for the development of clinical candidates. The license and research agreement intangible asset has an estimated life of 20 years and is amortized on a straight line basis. IPR&D represents incomplete research and development projects at Aduro Biotech Europe. The fair values of the license agreement and IPR&D were determined using the income approach, which was prepared based on forecasts by management.

Pro Forma Financial Information

The following unaudited pro forma financial information presents the combined results of operations for the year ended December 31, 2015. Adjustments have been made to give effect to pro forma events that are directly attributable to the acquisition such as amortization expense from acquired intangible assets, stock-based compensation expense related to the acquisition and acquisition-related transaction costs. The unaudited pro forma results do not reflect any operating efficiencies or potential cost savings which may result from the consolidation of the operations of the Company and Aduro Biotech Europe. Accordingly, these unaudited pro forma results are not necessarily indicative of what the actual results of operations of the combined company would have been if the acquisition had occurred at the beginning of the period presented, nor are they indicative of future results of operations (in thousands, except per share data):

	<u>Year Ended</u> <u>December 31</u> <u>2015</u> <u>(Unaudited)</u>
Revenue	\$ 78,272
Net loss	(39,520)
Basic and diluted net loss per share	(0.76)

The unaudited pro forma combined financial information includes non-recurring pro forma adjustments including acquisition-related transaction costs of \$2.3 million for the year ended December 31, 2015, stock-based compensation expense as a direct result of the acquisition of \$2.1 million for the year ended December 31, 2015, and intangible asset amortization of \$0.5 million for the year ended December 31, 2015.

6. Goodwill and Intangible Assets

Goodwill

The gross carrying amount of goodwill was as follows (in thousands):

Balance at December 31, 2016	\$ 7,658
Foreign currency translation adjustment	1,065
Balance at December 31, 2017	<u>\$ 8,723</u>

Intangible assets

The gross carrying amounts and net book value of intangible assets were as follows (in thousands):

	<u>December 31, 2017</u>		
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Intangible assets with finite lives:			
License agreement	\$ 11,847	\$ 1,283	\$ 10,564
Total intangible assets with finite lives	11,847	1,283	10,564
Acquired IPR&D assets	20,543	—	20,543
Total intangible assets	<u>\$ 32,390</u>	<u>\$ 1,283</u>	<u>\$ 31,107</u>

	<u>December 31, 2016</u>		
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Intangible assets with finite lives:			
License agreement	\$ 10,400	\$ 607	\$ 9,793
Total intangible assets with finite lives	10,400	607	9,793
Acquired IPR&D assets	18,034	—	18,034
Total intangible assets	<u>\$ 28,434</u>	<u>\$ 607</u>	<u>\$ 27,827</u>

Intangible assets are carried at cost less accumulated amortization. Amortization is over a period of 20 years and the amortization expense is recorded in operating expenses. The increase in the gross carrying amount of intangible assets as of December 31, 2017 compared to December 31, 2016 reflected a positive impact of foreign currency exchange which was primarily due to the strengthening of the Euro against the U.S. dollar.

Amortization expense was \$559,000 and \$549,000 for the years ended December 31, 2017 and 2016, respectively, and \$89,000 for the year ended December 31, 2015. Based on finite-lived intangible assets recorded as of December 31, 2017, the estimated future amortization expense for the next five years is as follows (in thousands):

Year Ending December 31,	Estimated Amortization Expense
2018	\$ 592
2019	592
2020	592
2021	592
2022	592

7. Collaboration Agreements

Novartis Agreement

In March 2015, the Company entered into a collaboration and license agreement with Novartis Pharmaceuticals Corporation, or Novartis, pursuant to which the Company is collaborating worldwide with Novartis regarding the development and potential commercialization of product candidates containing an agonist of the molecular target known as STING in the field of oncology, including immuno-oncology and cancer vaccines. Under this agreement, or the Novartis Agreement, the Company granted Novartis a co-exclusive license to develop such products worldwide, an exclusive license to commercialize such products outside the United States and a non-exclusive license to support the Company in commercializing such products in the United States if it requests such support. The collaboration is guided by a joint steering committee with each party having final decision making authority regarding specified areas of development or commercialization.

Under the Novartis Agreement, the Company received an upfront payment of \$200.0 million in April 2015. During the second quarter of 2016, the Company earned a \$35.0 million development milestone upon initiation of a Phase 1 trial for the first STING product candidate, ADU-S100, and recognized the payment as revenue in the period. The Company is also eligible to receive up to an additional \$215.0 million in development milestones and up to an additional \$250.0 million in regulatory approval milestones.

The Company is responsible for 38% of the joint development costs worldwide and Novartis is responsible for the remaining 62% of the joint development costs worldwide.

The Company will also receive 50% of gross profits on sales of any products commercialized pursuant to this collaboration in the United States and 45% of gross profits for specified European countries and Japan. For each of these profit share countries, each party will be responsible for its respective commercial sharing percentage of all joint commercialization costs incurred in that country.

For all other countries where the Company is not sharing profits, Novartis will be responsible for all commercialization costs and will pay the Company a royalty in the mid-teens on all net sales of product sold by Novartis, its affiliates and sublicensees, with such percentage subject to reduction post patent and data exclusivity expiration and subject to reduction, capped at a specified percentage, for royalties payable to third party licensors. Novartis' royalty obligation will run on a country-by-country basis until the later of expiration of the last valid claim covering the product, expiration of data exclusivity for the product or 12 years after first commercial sale of the product in such country.

With respect to the United States, specified European countries and/or Japan, the Company may elect for such region to either reduce by 50% or to eliminate in full the Company's development and commercialization cost sharing obligation. If the Company elects to reduce its cost sharing percentage by 50% in any such region, then its profit share in such region will also be reduced by 50%. If the Company elects to eliminate its development cost sharing obligation, then such region will be removed from the profit share, and instead Novartis will owe the Company royalties on any net sales of product for such region, as described above.

The Company recognizes revenue from collaboration, license or research arrangements when persuasive evidence of an arrangement exists, and delivery has occurred or services have been rendered, the price is fixed or determinable and collection is reasonably assured. The Company has determined that the license does not have stand-alone value separable from the co-development services to be performed under the agreement, with the Company participating in the research and development services. As a result, the Company recognizes revenue from the \$200.0 million upfront fee received on a straight-line basis over its estimated performance period of 13.5 years, commencing in July 2015, the date of the Joint Steering Committee's approval of the research and development plan. Changes in the estimated period of performance will be accounted for prospectively as a change in estimate. The Company will recognize substantive milestone payments in their entirety in the period in which the milestone is achieved. Non-substantive milestone payments will be recognized on a straight-line basis over the remaining performance period. Costs associated with co-development activities performed under the agreement are included in research and development expenses in the accompanying consolidated statements of operations. Reimbursement of research and development costs by Novartis is included in collaboration and license revenue. The Company will recognize revenue from the sale of any products commercialized pursuant to this collaboration in the United States, will retain 50% of the gross profits from such sales, and will pay the remaining 50% of the gross profits to Novartis. The Company will receive from Novartis 45% of gross profits for specified European countries and Japan. Profit sharing payments made to or received from Novartis are aggregated by product by territory and are reported as expenses or revenues, as applicable.

For the years ended December 31, 2017 and 2016, the Company recognized revenue from its collaboration with Novartis totaling \$14.9 million and \$14.8 million, respectively. The remaining balance of the upfront fee of \$163.0 million and \$177.8 million is included in deferred revenue at December 31, 2017 and 2016, respectively.

Janssen ADU-214 Agreement

In November 2014, the Company entered into a Research and License Agreement, or the Janssen ADU-214 Agreement, with Janssen Biotech Inc., or Janssen, a wholly owned subsidiary of Johnson & Johnson Development Corporation, to develop a drug for the treatment of lung cancer. Under the terms of the Janssen ADU-214 Agreement, the Company granted Janssen an exclusive, worldwide license to research, develop, manufacture, use, sell and otherwise exploit products containing ADU-214 for any and all uses. Janssen has agreed not to administer or cause to be administered ADU-214 in humans in clinical trials for the treatment of pancreatic cancer or mesothelioma. The Company was responsible for certain research and development activities from the effective date of the agreement until investigational new drug application, or IND, approval which occurred in the fourth quarter of 2015.

Since the inception of the Janssen ADU-214 Agreement, the Company received an upfront license fee of \$30.0 million and milestone payments of \$21.0 million upon completion of various development activities. Under the terms of the Janssen ADU-214 Agreement, the Company is eligible to receive future contingent payments up to a total of \$766.0 million composed of development milestones through completion of all Phase 3 clinical trials, as well as regulatory and commercial milestones. The contingent payments are triggered upon the activities expected to be undertaken by Janssen. The Company is eligible to receive royalties on any net sales of licensed products by Janssen, its affiliates and sublicensees at a rate ranging from high-single digits to low teens based on the aggregate annual net sales of licensed products worldwide and based on the country of sale.

The upfront license fee of \$30.0 million was recognized on a straight-line basis from the effective date of the agreement through October 2015. In addition, the Company recognized milestone payments of \$21.0 million as revenue in 2015 as all performance obligations were achieved.

Janssen ADU-741 and GVAX Prostate Agreements

In May 2014, the Company entered into a Research and License Agreement, or the Janssen ADU-741 Agreement, and a GVAX Prostate License Agreement, or Janssen GVAX Prostate Agreement, with Janssen to collaborate on the development of a drug for the treatment of prostate cancer. Under the terms of the Janssen ADU-741 Agreement, the Company granted Janssen an exclusive, worldwide license to research, develop, manufacture, use, sell and otherwise exploit products containing ADU-741 for any and all uses. The Company was responsible for certain research and development activities from the effective date of the agreement until IND approval which occurred in the fourth quarter of 2015.

Since the inception of the Janssen ADU-741 Agreement, the Company received an upfront payment of \$12.0 million and milestone payments of \$10.0 million upon completion of certain development activities. Under the terms of the Janssen ADU-741 Agreement, the Company is eligible to receive future contingent payments up to a total of \$343.0 million composed of development milestones through completion of all Phase 3 clinical trials, as well as regulatory and commercial milestones. The contingent payments are triggered upon the activities expected to be undertaken by Janssen. The Company is eligible to receive royalties on net sales of licensed products by Janssen, its affiliates and sublicensees at a rate ranging from mid-single digits to low teens based on aggregate annual net sales and based on the country of sale.

Under the Janssen GVAX Prostate Agreement, the Company granted Janssen an exclusive worldwide license to research, develop, manufacture, use, sell and otherwise exploit products containing GVAX Prostate for any and all uses. The Company received an upfront payment of \$500,000 in May 2014 and is eligible to receive an additional \$2.0 million on the achievement of a specified commercial milestone. In addition, the Company is eligible to receive royalties in the high single digits based on net sales of the product.

The upfront fees received totaling \$12.5 million were recognized on a straight-line basis from the effective date of the agreements through October 2015. In addition, the Company recognized milestone payments of \$10.0 million as revenue in 2015 as all performance obligations were achieved.

Merck License Agreement

In connection with the acquisition of Aduro Biotech Europe in October 2015, the Company became party to an agreement with Merck Sharp and Dohme B.V. The agreement sets forth the parties' respective obligations for development, commercialization, regulatory and manufacturing and supply activities for antibody product candidates. The Company identified the following performance deliverables under the agreement: (1) the license, (2) the obligation to provide research activities, which is currently completed and (3) the obligation to participate on a Joint Research Committee.

Since the execution of the Merck License Agreement, we received \$2.0 million in connection with achievement of a development milestone. The Company is eligible to receive future contingent payments, including up to \$310.0 million in potential development milestone payments, and up to \$135.0 million in commercial and net sales milestones for a product candidate. In addition, the Company is eligible to receive royalties in the mid-single digits to low teens based on net sales of the product.

The Company considered the provisions of the multiple-element arrangement guidance in determining how to recognize the total consideration of the agreement. The Company determined that none of the deliverables has standalone value; all of these obligations will be delivered throughout the estimated period of performance and therefore are accounted for as a single unit of accounting.

The Company determined that all of the future contingent payments meet the definition of a milestone. Accordingly, revenue for the achievement of these milestones will be recognized in the period when the milestone is achieved and collectability is reasonably assured. In 2017, the Company recognized \$2.0 million as revenue as all performance obligations were achieved.

8. Research and Development and License Agreements

For the years ended December 31, 2017, 2016 and 2015, respectively, the Company recorded \$0.8 million, \$8.1 million and \$9.8 million in upfront payments, milestone payments and sublicensing fees from its research and development and license agreements described below.

STING Activator-Based Agreements

Karagen Agreement

In June 2012, the Company entered into a license agreement with Karagen Pharmaceuticals, Inc., or Karagen, pursuant to which Karagen granted the Company an exclusive, worldwide, sublicenseable license under certain patents and know-how related to STING Activators to make, develop, use and commercialize products for use in the therapeutic and/or prophylactic treatment of cancer or precancerous conditions and a non-exclusive license to such patents and know-how to make, develop, use, and commercialize products in all other fields of use. Under the agreement, or the Karagen Agreement, the Company was also granted an option to designate a particular disease or condition to be added to the field of use under its exclusive license. Under the Karagen Agreement, the Company is obligated to use commercially reasonable efforts to develop and commercialize licensed products in the United States and the European Union.

Under the Karagen Agreement, the Company is required to make milestone payments up to \$900,000, in aggregate, upon its achievement of specified development and regulatory milestones as well as royalty payments based on net sales of products by the Company and by its affiliates and sublicensees at rates ranging in the low single-digit percentages, determined by whether the disease field is an exclusive or non-exclusive disease field, subject to minimum annual royalties and standard reductions. In addition, the Company is required to pay Karagen a percentage of consideration received from any sublicensing arrangements ranging from the mid-single digits to the mid-teen digits, determined by the current stage of development of the relevant licensed product at the time of the sublicense grant, or by whether the Company has exercised its option to add a designated field of use to its exclusive license, as applicable.

The Karagen Agreement will expire, on a country-by-country basis, upon the expiration of the last-to- expire valid claim within the licensed patent rights. Either party may terminate the Karagen Agreement upon 90 days’ advance written notice in the event of the other party’s material breach that is not cured within such 90-day period, and immediately upon notice in the event of the other party’s bankruptcy or insolvency. Additionally, the Company may terminate the Karagen Agreement at will upon 90 days’ advance written notice to Karagen.

UCB Vance Agreement

In September 2014, the Company entered into a license agreement with UCB, granting the Company an exclusive, worldwide, sublicenseable license under certain patent rights covering the use of the STING Activator molecules that activate the STING receptor to make, develop, use and commercialize products, to practice methods and to offer services, in each case that are covered by the licensed patent rights, in all fields of use. Under this agreement, or the UCB Vance Agreement, the Company is obligated to use commercially reasonable efforts to develop, manufacture and sell licensed products and services and are obligated to achieve specified development and regulatory milestones by specified dates.

Under the UCB Vance Agreement, the Company is required to make future milestone payments totaling up to \$1.8 million upon achievement of certain development and regulatory milestones. Under the UCB Vance Agreement, the Company is also obligated to pay UCB royalties based on net sales of licensed products by the Company and its sublicensees at a rate in the low single-digit percentages, subject to minimum annual royalties and a percentage of certain of the Company’s sublicensing revenues ranging from the low-single digits to the low thirties, determined by the current stage of development of the relevant licensed product at the time the sublicense is granted.

The UCB Vance Agreement will continue in effect until the expiration of the last-to-expire valid claim within the licensed patent rights. UCB may terminate the agreement upon 90 days’ advance written notice in the event of the Company’s material breach that is not cured within such 90 day period. The Company may terminate the agreement at will upon 90 days’ advance written notice.

Memorial Sloan Kettering Cancer Center Agreement

In December 2014, the Company entered into a license agreement with Memorial Sloan Kettering Cancer Center, or MSK, The Rockefeller University, Rutgers, The University of New Jersey, and University of Bonn, collectively the Licensors, granting the Company an exclusive, worldwide, sublicenseable license to certain patent rights related to STING Activators and a non-exclusive, worldwide, sublicenseable license under specified know-how, in each case to develop, make, have made, use, have used, import, sell, and otherwise commercialize licensed products for use in therapeutic and/or prophylactic treatments in humans. Under this agreement, or the MSK Agreement, the Company is obligated to use commercially reasonable efforts to develop and commercialize a licensed product, including achieving specified development and regulatory milestones by specified dates. In May and October 2016, the parties amended the license to further expand its scope, which now covers all products covered by the licensed intellectual property.

Under the MSK Agreement, we paid MSK upfront fees of \$50,000 in January 2015 and an additional \$2.0 million in connection with the second amendment to the MSK Agreement in October 2016. Under the terms of the amended MSK Agreement we are required to pay MSK development and regulatory milestone payments totaling up to \$875,000 for each licensed product and commercialization milestone payments totaling up to \$4.5 million for each licensed product, subject to a cap of \$4.5 million per licensed product. We are also required to pay MSK royalties based on net sales of licensed products by us and our sublicensees at a rate ranging in the low single digits depending on whether the licensed product is covered by a valid claim of the licensed patents, subject to minimum annual royalties. Our royalty obligation to MSK continues on a country-by-country basis until the later of the expiration of the last patent right covering the licensed product in such country or 10 years from the first commercial sale in such country. We are also obligated to pay MSK a percentage of certain consideration received for the grant of sublicenses, ranging from ten to the mid-twenties.

The MSK Agreement will continue in effect until the expiration of our royalty obligations. Either party may terminate the MSK Agreement upon the other party’s uncured material breach that is not cured within 90 days after the breaching party receives notice of such breach. Additionally, the Licensors may terminate the MSK Agreement for our bankruptcy or insolvency or if we fail to pay any undisputed amounts owed under the agreement and do not cure such failure within 30 days after receiving notice of such failure.

Listeria-Related Agreements

UCB Listeria Agreement

In March 2012, the Company entered into a license agreement with the Regents of the University of California on behalf of its Berkeley campus, or UCB, granting the Company an exclusive, worldwide, sub licensable license to certain patent rights covering the use of the *Listeria monocytogenes* phase integration vector which accelerates the genetic engineering of *Listeria* to express more than one antigen to make, use, import, and commercialize products and to provide services for all fields of use.

Under the UCB *Listeria* Agreement, the Company is required to make future milestone payments totaling up to \$350,000 upon achievement of certain development and regulatory milestones. The Company is required to pay an annual license maintenance fee until its first sale of a product covered by the licensed patent rights. Under the UCB *Listeria* Agreement, the Company is obligated to pay UCB royalties based on net sales of licensed products and services sold by the Company and its sublicensees at a rate in the low single digits, subject to minimum annual royalties and customary reductions, and a percentage of certain of the Company's sublicensing revenues in the low-single digits to low thirties depending on how the product covered by the licensed patent rights is used.

The UCB *Listeria* Agreement will last until the expiration of the last patent within the licensed patent rights. UCB may terminate the agreement for the Company's uncured material breach upon 90 days' prior written notice and the Company may terminate the agreement at will upon 90 days' prior written notice to UCB.

9. Commitments and Contingencies

Leases

The Company moved into its new corporate office and laboratory facility located in Berkeley, California in August, 2016. The Company leases approximately 110,853 square feet pursuant to an Office/Laboratory lease that was entered into in September 2015, or the Heinz Lease. The Company began incurring rent expense when the landlord delivered possession of the facility to the Company in March 2016. The Heinz Lease has an initial term of approximately thirteen and a half years expiring on December 31, 2029. The Company has the right to further extend the Heinz Lease term for up to two renewal terms of five years each, provided that the rental rate would be subject to market adjustment at the beginning of each renewal term. The Company is subleasing approximately 9,500 square feet in its Heinz facilities under subleases that expire December 31, 2020.

The Company continues to occupy and lease its former office and research and development facility comprised of 25,000 square feet in Berkeley, California, under a non-cancelable operating lease, or the Bancroft Lease. The term of the Bancroft Lease expires on December 31, 2018. The Bancroft Lease also contains an option to extend the lease for an additional two years. The Company has transitioned the entirety of its Berkeley operations to its Heinz facility and in accordance with the terms of the Bancroft Lease, The Company has subleased this facility.

During 2016, the Company established a letter of credit with Bank of America Merrill Lynch as security for the Heinz Lease in the amount of \$468,000. The letter of credit is collateralized by a certificate of deposit for \$468,000 which has been included in restricted cash in the consolidated balance sheets as of December 31, 2017 and 2016.

The Company also leases a research and development facility in Oss, the Netherlands, for employees of Aduro Biotech Europe. The term of the Oss lease has been extended through December 2018, with a one-year renewal option. The Company believes that its existing facilities are adequate to meet its current needs, and that suitable additional alternative spaces will be available in the future on commercially reasonable terms.

Rent expense was \$5.3 million, \$3.9 million and \$784,000 for the years ended December 31, 2017, 2016 and 2015, respectively. Under the terms of the lease agreements, the Company is also responsible for certain insurance, property tax and maintenance expenses. Future minimum payments under the leases at December 31, 2017 are as follows (in thousands):

Year ending December 31,	Amounts
2018	\$ 5,750
2019	5,541
2020	5,692
2021	5,332
2022	5,460
Thereafter	41,406
Total	<u>\$ 69,181</u>

Indemnifications

In the ordinary course of business, the Company enters into agreements that may include indemnification provisions. Pursuant to such agreements, the Company may indemnify, hold harmless and defend an indemnified party for losses suffered or incurred by the indemnified party. Some of the provisions will limit losses to those arising from third party actions. In some cases, the indemnification will continue after the termination of the agreement. The maximum potential amount of future payments the Company could be required to make under these provisions is not determinable. The Company has never incurred material costs to defend lawsuits or settle claims related to these indemnification provisions. The Company has also entered into indemnification agreements with its directors and officers that may require the Company to indemnify its directors and officers against liabilities that may arise by reason of their status or service as directors or officers to the fullest extent permitted by Delaware corporate law. The Company currently has directors' and officers' insurance.

Legal

The Company is not party to any material legal proceedings at this time. From time to time, the Company may become involved in various legal proceedings that arise in the ordinary course of our business.

Other Commitments

The Company has various manufacturing, clinical, research and other contracts with vendors in the conduct of the normal course of its business. All contracts are terminable, with varying provisions regarding termination. If a contract with a specific vendor were to be terminated, the Company would only be obligated for the products or services that the Company had received at the time the termination became effective as well as non-cancelable and non-refundable obligations, including payment obligations for costs or expenses incurred by the vendor for products or services before the termination became effective. In the case of terminating a clinical trial agreement at a particular site, the Company would also be obligated to provide continued support for appropriate medical procedures at that site until completion or termination.

10. Common Stock

The Company had reserved shares of common stock for future issuance as follows:

	December 31,	
	2017	2016
Options issued and outstanding	9,076,018	10,690,156
Shares available for future stock option grants	6,117,580	5,011,459
Common stock warrants	69,378	97,621
Total	15,262,976	15,799,236

Initial Public Offering and Concurrent Private Placement

On April 20, 2015, the Company closed its initial public offering, or IPO, and sold 8,050,000 shares of its common stock (inclusive of 1,050,000 shares of common stock pursuant to the full exercise of the underwriters' option to purchase additional shares) at a price to the public of \$17.00 per share. The Company received aggregate net proceeds of \$124.2 million, net of underwriting discounts and offering expenses. The Company also sold to Novartis Institutes for BioMedical Research, Inc., or NIBR, in a concurrent private placement 1,470,588 shares of common stock at a price of \$17.00 per share for proceeds of \$25.0 million. Upon the closing of the IPO, all then-outstanding shares of convertible preferred stock converted by their terms into 51,822,659 shares of common stock.

At-the-Market Sales Agreement

In May 2016, the Company entered into an "at-the-market" sales agreement, or the 2016 Sales Agreement, with Cowen and Company, LLC, or Cowen, for the offer and sale of shares of its common stock having an aggregate offering of up to \$100.0 million from time to time through Cowen, acting as the Company's sales agent. The issuance and sale of these shares by the Company pursuant to the 2016 Sales Agreement were deemed an "at-the-market" offering under the Securities Act of 1933, as amended. Under the 2016 Sales Agreement, the Company agreed to pay Cowen a commission of up to 3% of the gross proceeds of any sales made pursuant to the Sales Agreement. During the year ended December 31, 2017, the Company received net proceeds of \$60.5 million after deducting commissions and expenses payable by the Company, from the sale of 5,823,789 shares of common stock pursuant to the 2016 Sales Agreement. Since the inception of the 2016 Sales Agreement through December 31, 2017, the Company has sold a total of 8,350,018

shares and received net total proceeds of \$97.3 million. As of December 31, 2017, there were no amounts remaining for future sales under the 2016 Sales Agreement.

In August 2017, the Company entered into a subsequent “at-the-market” sales agreement, or the 2017 Sales Agreement, with Cowen, through which the Company may offer and sell shares of our common stock having an aggregate offering of up to \$100.0 million through Cowen, as the Company’s sales agent. Similar to the 2016 Sales Agreement, the Company will pay Cowen a commission of up to 3% of the gross proceeds of sales made through the arrangement. During the year ended December 31, 2017, the Company received net proceeds of \$18.5 million, after deducting commissions and expenses payable by the Company, from the sale of 1,670,649 shares of common stock pursuant to the 2017 Sales Agreement. As of December 31, 2017, the Company had an aggregate of \$81.5 million remaining for future sales under the 2017 Sales Agreement, subject to the continued effectiveness of our shelf registration statement on Form S-3 (Registration No. 333-211063) or an effective replacement shelf registration statement.

11. Warrants

The Company had issued and outstanding warrants as follows:

	Warrants Outstanding		Issuance Date	Exercise Price per Share	Terms (Years)
	December 31, 2017	December 31, 2016			
Type of Security:					
Common	1,152	1,152	November 2008	\$ 34.73	10.0
Common	720	720	January 2009	\$ 34.73	10.8
Common	288	288	February 2009	\$ 34.73	10.0
Common	360	360	March 2009	\$ 34.73	10.0
Common	144	144	April 2009	\$ 34.73	10.0
Common	13,235	13,235	July 2009	\$ 1.89	10.0
Common	—	21,176	September 2009	\$ 1.89	10.0
Common	2,400	2,400	April 2011	\$ 1.88	10.0
Common	19,867	19,867	April 2011	\$ 0.01	10.0
Common	6,031	6,031	October 2011	\$ 0.01	9.5
Common	22,395	29,462	September 2013	\$ 0.02	10.0
Common	2,786	2,786	December 2013	\$ 0.02	10.0
Total	69,378	97,621			

In April 2011, the Company issued warrants to purchase 24,235 shares of Series A-1 convertible preferred stock, or Series A-1 warrants, and 83,771 warrants to purchase shares of Series B convertible preferred stock, or Series B warrants. The Series A-1 warrants and Series B warrants were immediately exercisable and expire, if not exercised, in April 2021 and April 2016, respectively. As the shares into which the warrants were exercisable were contingently redeemable, the Company recognized a liability for the fair value of the warrants on the consolidated balance sheet. At the date of the IPO, the Series A-1 warrants and Series B warrants became exercisable for common stock and were no longer contingently redeemable. At the IPO, the warrants were remeasured to their fair value of \$1.2 million and the Company recognized a loss from remeasurement of \$1.1 million in the consolidated statement of operations for the year ended December 31, 2015. The carrying value of the warrants of \$1.2 million was reclassified to additional paid-in capital.

In April, June, and October 2011, the Company issued warrants to purchase 615,658 shares of common stock. The common stock warrants were exercisable beginning in April 2015 and would have terminated in whole or part, if the Company had obtained certain levels of government grant funds by April 15, 2015. The warrants expire, if not exercised, in April 2021. As the warrants were subject to performance conditions which may result in the issuance of a variable number of shares, the Company recognized a liability for the fair value of the common stock warrants on the consolidated balance sheet. On April 15, 2015, the Company did not obtain the specified levels of government grant funds and the performance conditions expired. As a result, the number of common shares issuable was fixed and the warrants no longer met the requirements for classification as a liability. The warrants were remeasured to their fair value of \$25.9 million and the Company recognized a loss from remeasurement of \$25.0 million in the consolidated statement of operations for the year ended December 31, 2015. The carrying value of the warrants of \$25.9 million was reclassified to additional paid-in capital as of December 31, 2015.

12. Equity Incentive Plans

2015 Plan

In March 2015, the Company's board of directors adopted and in April 2015 the Company's stockholders approved the 2015 Equity Incentive Plan, or the 2015 Plan, which became effective upon the IPO and provides for the granting of incentive stock options, nonstatutory stock options, and other forms of stock awards to its employees, directors and consultants. The Company's 2009 Stock Incentive Plan, or the 2009 Plan, terminated on the date the 2015 Plan was adopted. Options granted or shares issued under the 2009 Plan that were outstanding on the date the 2015 Plan became effective will remain subject to the terms of the 2009 Plan.

The 2015 Plan is administered by the board of directors or a committee appointed by the board of directors, which determines the types of awards to be granted, including the number of shares subject to the awards, the exercise price and the vesting schedule. The exercise price of incentive stock options and nonqualified stock options will be no less than 100% of the fair value per share of the Company's common stock on the date of grant. If an individual owns capital stock representing more than 10% of the voting shares, the price of each share will be at least 110% of the fair value on the date of grant. Options expire after 10 years (five years for stockholders owning greater than 10% of the voting stock). The number of shares of common stock initially reserved for issuance under the 2015 Plan was 6,134,292 shares with an automatic annual increase to the shares issuable under the 2015 Plan to the lower of (i) 4% of the total number of shares of common stock outstanding on December 31 of the preceding calendar year, or (ii) a lower number determined by the board of directors. On January 1, 2017 the shares issuable under the 2015 Plan increased by 2,716,729. The Company had 6,117,580 shares available for future grant under the 2015 Plan as of December 31, 2017.

2009 Plan

The Company's 2009 Stock Incentive Plan, or the 2009 Plan, terminated on the date the 2015 Plan was adopted. Options granted or shares issued under the 2009 Plan that were outstanding on the date the 2015 Plan became effective will remain subject to the terms of the 2009 Plan. Prior to the 2009 Plan termination, the number of options available for grant was increased by 360,000 shares. At December 31, 2017, 5,014,217 options under the 2009 Plan remained outstanding.

Stock option activity under the Company's stock option plan was as follows:

	Options Outstanding			
	Shares Available for Grant	Number of Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value (In thousands)
Balance—December 31, 2014	3,154,755	5,970,382	\$ 0.80	\$ 4,335
Authorized	6,494,292	—		
Granted	(4,893,562)	4,893,562	\$ 9.94	
Exercised	—	(836,241)	\$ 0.82	
Canceled	54,786 ⁽¹⁾	(96,474)	\$ 1.74	
Balance—December 31, 2015	4,810,271	9,931,229	\$ 5.29	\$ 229,591
Authorized	2,543,513	—		
RSU granted, net	(657,200)	—		
Granted	(1,760,210)	1,760,210	\$ 12.43	
Exercised	—	(873,735)	\$ 1.03	
Canceled	75,085 ⁽¹⁾	(127,548)	\$ 18.87	
Balance—December 31, 2016	5,011,459	10,690,156	\$ 6.65	\$ 74,984
Authorized	2,716,729			
RSU granted, net	(929,273)	—		
Granted	(1,056,263)	1,056,263	\$ 10.58	
Exercised	—	(2,041,862)	\$ 1.13	
Canceled	374,928 ⁽¹⁾	(628,539)	\$ 11.23	
Balance—December 31, 2017	6,117,580	9,076,018	\$ 8.04	\$ 32,256
Options exercisable—December 31, 2017		5,830,685	\$ 6.39	\$ 26,636
Options vested and expected to vest—December 31, 2017		8,937,306	\$ 7.97	\$ 32,150

- (1) The amount excludes 253,611, 52,463 and 41,688 canceled options for the years ended December 31, 2017, 2016 and 2015, respectively, initially granted from the legacy stock option plans. As these plans have been terminated, any options canceled are not added back to the existing option plan pool.

The aggregate intrinsic value represents the difference between the exercise price of the options and the closing price of the Company's common stock.

The aggregate intrinsic value of options exercised was \$19.2 million, \$12.2 million and \$19.4 million for the years ended December 31, 2017, 2016 and 2015, respectively.

The weighted-average grant date fair value of employee options granted during the years ended December 31, 2017, 2016 and 2015 were \$6.91, \$8.01 and \$6.54 per share, respectively.

At December 31, 2017, the weighted-average remaining contractual life was 6.2 years and 6.8 years for exercisable options and vested and expected to vest options, respectively. The weighted-average remaining contractual life of options outstanding was 6.8 years, 7.5 years and 8.0 years at December 31, 2017, 2016 and 2015, respectively.

As of December 31, 2017, the total unrecognized compensation expense related to unvested options, net of estimated forfeitures, was \$23.7 million, which the Company expects to recognize over an estimated weighted-average period of 2.0 years.

Restricted Stock Units (RSUs)

The following table summarizes restricted stock unit, or RSU, activity:

	RSUs Outstanding	
	Number of Restricted Stock Units	Weighted-Average Grant Date Fair Value Per Share
Balance—December 31, 2016	657,200	\$ 14.29
Granted	1,012,548	10.22
Vested	(149,850)	14.29
Canceled/forfeited	(83,275)	13.57
Balance—December 31, 2017	1,436,623	\$ 11.47

The fair value of RSUs is determined on the date of grant based on the market price of the Company's common stock on that date. As of December 31, 2017, there was \$14.6 million of unrecognized stock-based compensation expense, net of estimated forfeitures, related to RSUs which is expected to be recognized over a weighted-average period of 3.4 years.

Stock-based Compensation Expense

Total stock-based compensation expense recognized was as follows (in thousands):

	Year Ended December 31,		
	2017	2016	2015
Research and development	\$ 9,205	\$ 9,131	\$ 2,493
General and administrative	7,171	5,875	5,937
Total stock-based compensation expense	\$ 16,376	\$ 15,006	\$ 8,430

In determining the fair value of the stock-based awards, the Company uses the Black-Scholes option-pricing model and assumptions discussed below. Each of these inputs is subjective and generally requires significant judgment.

Fair Value of Common Stock. Prior to the IPO in April 2015, the board of directors, determined the fair value of the Company's common stock by taking into consideration, among other things, contemporaneous valuations of the common stock prepared by an unrelated third-party valuation firm. Given the previous absence of a public trading market for the common stock, the board of directors exercised reasonable judgment and considered a number of objective and subjective factors to determine the best estimate of the fair value of the common stock, including the Company's stage of development; progress of its research and development efforts; the rights, preferences and privileges of its preferred stock relative to those of its common stock; equity market conditions affecting comparable public companies and the lack of marketability of the common stock.

Since the Company's IPO, it has used the market closing price of its common stock as reported on the Nasdaq Global Select Market.

Expected Term—The Company’s expected term represents the period that the Company’s stock-based awards are expected to be outstanding and is determined using the simplified method (based on the mid-point between the vesting date and the end of the contractual term).

Expected Volatility—Since the Company does not have a long trading history for its common stock, the expected volatility was estimated based on the average volatility for comparable publicly traded biopharmaceutical companies over a period equal to the expected term of the stock option grants. The comparable companies were chosen based on their similar size, stage in the life cycle or area of specialty.

Risk-Free Interest Rate—The risk-free interest rate is based on the U.S. Treasury zero coupon issues in effect at the time of grant for periods corresponding with the expected term of option.

Expected Dividend—The Company has never paid dividends on its common stock and has no plans to pay dividends on its common stock. Therefore, the Company used an expected dividend yield of zero.

The fair value of stock option awards granted to employees was estimated at the date of grant using a Black-Scholes option-pricing model with the following assumptions:

	Year Ended December 31,		
	2017	2016	2015
Expected term (in years)	5.3 - 6.5	5.3 - 6.1	5.3 - 6.1
Volatility	71.8 - 74.1%	72.3 - 74.5%	70.2 - 82.3%
Risk-free interest rate	1.78 - 2.25%	1.25 - 2.07 %	1.46 - 1.92%
Dividend yield	—%	—%	—%

For the years ended December 31, 2017, 2016 and 2015, the Company recognized \$11.4 million, \$10.0 million and \$6.2 million, respectively, of stock-based compensation related to options granted to employees. The compensation expense is allocated on a departmental basis, based on the classification of the option holder.

The Company uses the fair value method to value options granted to non-employees. For the years ended December 31, 2017, 2016 and 2015, the Company recognized stock-based compensation of \$489,000, \$438,000 and \$2.2 million, respectively, related to options granted to non-employees.

The fair value of stock option awards granted to non-employees was estimated at the date of grant using a Black-Scholes option-pricing model with the following assumptions:

	Years Ended December 31,		
	2017	2016	2015
Expected term (in years)	6.7 - 10.0	6.0 - 9.6	9.1 - 9.9
Volatility	72.2 - 73.0%	72.8 - 74.3%	72.1 - 83.8%
Risk-free interest rate	2.24 - 2.45%	1.35 - 2.48 %	2.06 - 2.36%
Dividend yield	—%	—%	—%

2015 Employee Stock Purchase Plan

In March 2015, the Company’s board of directors adopted and in April 2015 the Company’s stockholders approved the 2015 Employee Stock Purchase Plan, or 2015 ESPP, which became effective upon the IPO. The 2015 ESPP is intended to qualify as an employee stock purchase plan under Section 423 of the Code, and is administered by the Company’s board of directors and the Compensation Committee of the board of directors.

The number of shares of common stock initially reserved for issuance under the 2015 ESPP was 720,000 shares with an automatic annual increase to the shares issuable under the 2015 ESPP to the lower of (i) 1% of the total number of shares of common stock outstanding on December 31 of the preceding calendar year, or (ii) a lower number determined by the board of directors. On January 1, 2017 the shares issuable under the 2015 ESPP increased by 679,182. The Company had 1,792,989 shares available for future issuance under the 2015 ESPP as of December 31, 2017. Employees purchased 103,562 shares for \$0.8 million under the 2015 ESPP during the year ended December 31, 2017.

The following table summarizes the assumptions used in the Black-Scholes option-pricing model to determine fair value of the Company's common shares to be issued under the ESPP:

	Year Ended December 31,	
	2017	2016
Expected term (in years)	0.5	0.5
Volatility	49.3%	73.83 - 74.39%
Risk-free interest rate	1.39%	0.38 - 0.62%
Dividend yield	—%	—%

As of December 31, 2017, there was \$74,000 of unrecognized stock-based compensation expense related to the ESPP, which is expected to be recognized over a weighted-average period of 0.4 years.

13. Income Taxes

The components of loss before income tax benefit were as follows (in thousands):

	Year Ended December 31,		
	2017	2016	2015
Domestic	(76,503)	(56,237)	(38,702)
Foreign	(26,724)	(13,447)	(606)
Total	<u>\$ (103,227)</u>	<u>\$ (69,684)</u>	<u>\$ (39,308)</u>

The income tax provision (benefit) consists of the following (in thousands):

	Year Ended December 31,		
	2017	2016	2015
Current income tax (benefit) provision:			
Federal	\$ (17,544)	\$ 28,759	\$ —
State	—	—	—
Foreign	—	—	—
Total	<u>\$ (17,544)</u>	<u>\$ 28,759</u>	<u>\$ —</u>
Deferred income tax provision (benefit):			
Federal	6,319	(6,319)	—
State	—	—	—
Foreign	(139)	(976)	(99)
Total	<u>6,180</u>	<u>(7,295)</u>	<u>(99)</u>
Total income tax (benefit) provision	<u>\$ (11,364)</u>	<u>\$ 21,464</u>	<u>\$ (99)</u>

A reconciliation of the statutory U.S. federal rate to the Company's effective tax rate is as follows:

	Year Ended December 31,		
	2017	2016	2015
Expected provision at statutory rate federal rate	(35.0%)	(35.0%)	(34.0%)
State taxes, net of federal benefits	—	—	—
U.S. tax credits	(6.4)	(43.8)	(3.4)
Warrants	—	—	23.0
Add back of Orphan Drug Credit	1.4	7.4	—
Incentive stock option compensation	(3.2)	3.8	1.8
Tax Cuts and Jobs Act Impact	29.0	—	—
Other	(0.4)	(0.6)	—
Foreign income tax rate differential	3.4	2.4	0.4
Change in valuation allowance	0.2	96.6	11.9
Total	<u>(11.0%)</u>	<u>30.8%</u>	<u>(0.3%)</u>

The decrease in the effective tax rate from 30.8% during 2016 to (11%) during 2017 was primarily related to the tax benefit associated with the carryback of 2017 losses.

The tax effects of temporary differences and carryforwards that give rise to significant portions of the deferred tax assets and liabilities are as follows (in thousands):

	Year Ended December 31,	
	2017	2016
Deferred tax assets:		
Net operating loss carryforwards	\$ 16,847	\$ 13,795
Tax credits	37,656	12,625
Stock-based compensation	5,030	4,510
Deferred revenue	35,604	61,704
Accruals and reserves	3,378	3,902
Gross deferred tax assets	98,515	96,536
Valuation allowance	(93,227)	(84,528)
Total deferred tax assets	5,288	12,008
Deferred tax liabilities:		
Tangible assets	(3,871)	(4,543)
Intangible assets	(7,955)	(7,015)
Total deferred tax liabilities	(11,826)	(11,558)
Net deferred tax (liabilities) assets	\$ (6,538)	\$ 450

The Company is required to reduce its deferred tax assets by a valuation allowance if it is more likely than not that some or all of its deferred tax assets will not be realized. Management must use judgment in assessing the potential need for a valuation allowance, which requires an evaluation of both negative and positive evidence. The weight given to the potential effect of negative and positive evidence should be commensurate with the extent to which it can be objectively verified. In determining the need for and amount of the valuation allowance, if any, the Company assesses the likelihood that it will be able to recover its deferred tax assets using historical levels of income, estimates of future income and tax planning strategies. As a result of historical consolidated cumulative losses, the Company determined that, based on all available evidence, there was substantial uncertainty as to whether it will recover its recorded net deferred taxes in future periods. As a result, the Company recorded a valuation allowance against the net deferred tax assets at December 31, 2017 and at December 31, 2016. The net valuation allowance increased by \$8.7 million and \$60.5 million in 2017 and 2016, respectively.

On December 22, 2017, the Tax Cuts and Jobs Act (the “Tax Act”) was signed into law. Among other changes is a permanent reduction in the U.S. federal corporate income tax rate from 35% to 21% effective January 1, 2018. As a result of the reduction in the corporate income tax rate, the Company revalued its net deferred tax assets, which resulted in a reduction in the value of our deferred tax asset of approximately \$26.5 million, offset by the change in valuation allowance of \$26.5 million, for the year ended December 31, 2017. In addition, the Act repeals the two-year carryback for losses arising in tax years ending after 2017. As a result, the Company recognized deferred tax expense of \$3.4 million for the year ended December 31, 2017 due to the inability to carryback existing temporary differences after 2017.

Also on December 22, 2017, the SEC issued Staff Accounting Bulletin 118 (“SAB 118”), which provides guidance on accounting for tax effects of the Tax Act. SAB 118 provides a measurement period that should not extend beyond one year from the Tax Act enactment date for companies to complete the accounting under ASC 740. In accordance with SAB 118, a company must reflect the income tax effects of those aspects of the Tax Act for which the accounting under ASC 740 is complete. To the extent that a company’s accounting for certain income tax effects of the Tax Reform Act is incomplete but it is able to determine a reasonable estimate, it must record a provisional estimate to be included in the financial statements. Provisional amounts or adjustments to provisional amounts identified in the measurement period, as defined, would be included as an adjustment to tax expense or benefit from continuing operations in the period the amounts are determined. Due to the broad complexities of the Tax Act, under the guidance of Staff Accounting Bulletin 118, the Company has determined a reasonable estimate for the effects of the Tax Act, and reported the estimates as provisional amounts in our financial statements for which the accounting under ASC Topic 740 is completed.

At December 31, 2017, the Company has generated net operating loss, or NOL, carryforwards (before tax effects) for federal, state and foreign income tax purposes of \$28.2 million, \$17.4 million and \$38.9 million, respectively. None of these amounts represent tax deductions from stock-based compensation, which will be recorded as an adjustment to additional paid-in capital when they reduce tax payable. These federal, state and foreign NOL carryforwards will begin to expire in 2027, 2033 and 2023, respectively, if not utilized. In addition, the Company has federal and state tax credit carryforwards of \$36.5 million and \$6.0 million, respectively, to offset future income tax liabilities. The federal tax credits can be carried forward for 20 years and will start to expire in 2034, if not utilized, while the state research and development tax credit can be carried forward indefinitely.

Under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, the Company's ability to utilize NOL carryforwards or other tax attributes, such as federal tax credits, in any taxable year may be limited if the Company has experienced an "ownership change." Generally, a Section 382 ownership change occurs if one or more stockholders or groups of stockholders who owns at least 5% of a corporation's stock increases its ownership by more than 50 percentage points over its lowest ownership percentage within a specified testing period. Similar rules may apply under state tax laws. We have experienced an ownership change that we believe under Section 382 of the Code will result in limitations in our ability to utilize net operating losses and credits. In addition, the Company may experience future ownership changes as a result of future offerings or other changes in ownership of its stock. As a result, the amount of the NOLs and tax credit carryforwards presented in the financial statements could be limited and may expire unutilized.

Uncertain Tax Positions

A reconciliation of the Company's unrecognized tax benefits for the years ended December 31, 2017 and 2016 is as follows (in thousands):

	Year Ended December 31,	
	2017	2016
Balance at beginning of year	\$ 2,508	\$ 1,204
Additions based on tax positions related to prior year	293	614
Reductions based on tax positions related to prior year	—	(81)
Additions based on tax positions related to current year	1,289	771
Balance at end of year	<u>\$ 4,090</u>	<u>\$ 2,508</u>

Without regard to the valuation allowance, \$0.8 million of unrecognized tax benefits included in the consolidated balance sheet would, if recognized, affect the effective tax rate.

The Company does not foresee material changes to its gross uncertain income tax position liability within the next 12 months.

The Company files income tax returns in the United States and the Netherlands. The federal and state income tax returns are open under the statute of limitations subject to tax examinations for the tax years ended December 31, 2012 through December 31, 2016. To the extent the Company has tax attribute carryforwards, the tax years in which the attribute was generated may still be adjusted upon examination by the IRS or state tax authorities to the extent utilized in a future period. For the Netherlands, the tax administration can impose an additional assessment within five years from the year in which the tax debt originated.

The Company will recognize accrued interest and penalties related to unrecognized tax benefits as income tax expense in its consolidated statements of operations. At December 31, 2017, the Company has recorded no interest and penalties.

14. Employee Benefit Plan

The Company sponsors a 401(k) plan. All employees are eligible to participate in the 401(k) plan after meeting certain eligibility requirements. Participants may elect to have a portion of their salary deferred and contributed to the 401(k) plan up to the limit allowed under the Internal Revenue Code.

15. Net Loss per Common Share

Since the Company was in a loss position for all periods presented, diluted net loss per common share is the same as basic net loss per common share for all periods presented as the inclusion of all potential common shares outstanding would have been anti-dilutive. Potentially dilutive securities that were not included in the diluted per common share calculations because they would be anti-dilutive were as follows:

	December 31,		
	2017	2016	2015
Options to purchase common stock	9,076,018	10,690,156	9,931,229
Common stock warrants	69,378	97,621	929,437
Restricted stock awards	1,436,623	657,200	—
Total	<u>10,582,019</u>	<u>11,444,977</u>	<u>10,860,666</u>

16. Selected Quarterly Financial Data (Unaudited)

The following interim financial information presents the Company's 2017 and 2016 results of operations on a quarterly basis (in thousands, except per share amounts):

	Quarter Ended			
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017
Total revenue	\$ 3,772	\$ 5,917	\$ 3,794	\$ 3,756
Net loss	(21,812)	(19,400)	(24,520)	(26,131)
Net loss per common share, basic	(0.32)	(0.27)	(0.33)	(0.34)
Net loss per common share, diluted	(0.32)	(0.27)	(0.33)	(0.34)

	Quarter Ended			
	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016
Total revenue	\$ 4,030	\$ 38,979	\$ 3,794	\$ 3,878
Net (loss) income	(28,827)	2,296	(35,051)	(29,566)
Net (loss) income per common share, basic	(0.45)	0.04	(0.54)	(0.44)
Net (loss) income per common share, diluted	(0.45)	0.03	(0.54)	(0.44)

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure.

None

Item 9A. Controls and Procedures.*Evaluation of disclosure controls and procedures.*

Our management, with the participation of our President and Chief Executive Officer and our Chief Financial Officer, have evaluated our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of December 31, 2017. Based on that evaluation, our President and Chief Executive Officer and our Chief Financial Officer have concluded that, as of December 31, 2017, our disclosure controls and procedures were, in design and operation, effective.

Management’s report on internal control over financial reporting.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended. Our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the 2013 framework in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on its evaluation under the framework in Internal Control—Integrated Framework, our management concluded that our internal control over financial reporting was effective as of December 31, 2017.

Changes in internal control over financial reporting.

There were no changes in our internal control over financial reporting during the quarter ended December 31, 2017 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent limitation on the effectiveness of internal control.

The effectiveness of any system of internal control over financial reporting, including ours, is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating, and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, any system of internal control over financial reporting, including ours, no matter how well designed and operated, can only provide reasonable, not absolute assurances. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but cannot assure you that such improvements will be sufficient to provide us with effective internal control over financial reporting.

Attestation Report of the Registered Public Accounting Firm

This Annual Report on Form 10-K does not include an attestation report of our independent registered public accounting firm due to an exemption established by the JOBS Act for “emerging growth companies.”

Item 9B. Other Information.

None.

Item 10. Directors, Executive Officers and Corporate Governance.

Information required by this item will be contained in our definitive proxy statement to be filed with the Securities and Exchange Commission on Schedule 14A in connection with our 2018 Annual Meeting of Stockholders, or the Proxy Statement, which will be filed not later than 120 days after the end of our fiscal year ended December 31, 2017, under the headings “Executive Officers,” “Election of Directors,” “Corporate Governance,” and “Section 16(a) Beneficial Ownership Reporting Compliance,” and is incorporated herein by reference.

We have adopted a Code of Business Conduct and Ethics that applies to our officers, directors and employees which is available on our website at www.aduro.com. The Code of Business Conduct and Ethics is intended to qualify as a “code of ethics” within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002 and Item 406 of Regulation S-K. In addition, we intend to promptly disclose (1) the nature of any amendment to our Code of Business Conduct and Ethics that applies to our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions and (2) the nature of any waiver, including an implicit waiver, from a provision of our code of ethics that is granted to one of these specified officers, the name of such person who is granted the waiver and the date of the waiver on our website in the future.

Item 11. Executive Compensation.

The information required by this item regarding executive compensation will be incorporated by reference to the information set forth in the sections titled “Executive Compensation” and “Director Compensation” in our Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information required by this item regarding security ownership of certain beneficial owners and management will be incorporated by reference to the information set forth in the sections titled “Security Ownership of Certain Beneficial Owners and Management” and “Equity Compensation Plan Information” in our Proxy Statement.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

The information required by this item regarding certain relationships and related transactions and director independence will be incorporated by reference to the information set forth in the sections titled “Certain Relationships and Related Party Transactions” and “Election of Directors”, respectively, in our Proxy Statement.

Item 14. Principal Accounting Fees and Services.

The information required by this item regarding principal accountant fees and services will be incorporated by reference to the information set forth in the section titled “Principal Accountant Fees and Services” in our Proxy Statement.

Item 15. Exhibits, Financial Statement Schedules.

(a) The following documents are filed as part of this report:

1. Financial Statements

Information in response to this Item is included in Part II, Item 8 of this Annual Report on Form 10-K.

2. Financial Statement Schedules

All schedules are omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

3. Exhibits

See Item 15(b) below.

(b) We have filed, or incorporated into this Annual Report on Form 10-K by reference, the exhibits listed on the Exhibit Index below.

(c) See Item 15(a)2 above.

Exhibit No.	Description of Exhibit	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Restated Certificate of Incorporation of Aduro Biotech, Inc.	8-K	001-37345	3.1	04/20/2015	
3.2	Amended and Restated Bylaws of Aduro Biotech, Inc.	S-1/A	333-202667	3.5	04/06/2015	
4.1	Form of common stock certificate.	S-1/A	333-202667	4.1	04/06/2015	
4.2	Amended and Restated Investor Rights Agreement, by and among Aduro Biotech, Inc. and the stockholders named therein, dated December 19, 2014.	S-1	333-202667	4.2	03/11/2015	
10.1+	2000 Oncologic Equity Incentive Plan.	S-1	333-202667	10.1	03/11/2015	
10.2+	Forms of Stock Option Agreement and Notice of Grant of Stock Option under the 2000 Oncologic Equity Incentive Plan.	S-1	333-202667	10.2	03/11/2015	
10.3+	2001 Triton BioSystems Equity Incentive Plan.	S-1	333-202667	10.3	03/11/2015	
10.4+	Forms of Stock Option Agreement and Notice of Grant of Stock Option under the 2001 Triton BioSystems Equity Incentive Plan.	S-1	333-202667	10.4	03/11/2015	
10.5+	Aduro Biotech 2009 Stock Incentive Plan.	S-1	333-202667	10.5	03/11/2015	
10.6+	Forms of Stock Option Agreement and Notice of Grant of Stock Option under the 2009 Stock Plan.	S-1	333-202667	10.6	03/11/2015	
10.7+	2015 Equity Incentive Plan.	S-1/A	333-202667	10.7	04/06/2015	
10.8+	Forms of Stock Option Agreement and Notice of Grant of Stock Option under the 2015 Equity Incentive Plan.	S-1/A	333-202667	10.8	04/06/2015	
10.9+	2015 Employee Stock Purchase Plan.	S-1/A	333-202667	10.9	04/06/2015	
10.10+	Form of Indemnification Agreement made by and between Aduro Biotech, Inc. and each of its directors and executive officers.	S-1	333-202667	10.11	03/11/2015	
10.11+	Executive Employment Agreement between Aduro Biotech, Inc. and Stephen T. Isaacs, dated February 26, 2010.	S-1	333-202667	10.12	03/11/2015	
10.12+	Amendment to Executive Employment Agreement between Aduro Biotech, Inc. and Stephen T. Isaacs, dated July 31, 2014.	S-1	333-202667	10.13	03/11/2015	
10.13+	Offer of Employment Letter between Aduro Biotech, Inc. and Gregory W. Schafer, dated April 28, 2013.	S-1	333-202667	10.14	03/11/2015	
10.14†	Research and License Agreement between Aduro Biotech, Inc. and Janssen Biotech, Inc., dated as of May 27, 2014.	S-1	333-202667	10.18	03/11/2015	

Exhibit No.	Description of Exhibit	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.15†	GVAX Prostate License Agreement between Aduro Biotech, Inc. and Janssen Biotech, Inc., dated as of May 27, 2014.	S-1	333-202667	10.19	03/11/2015	
10.16†	Research and License Agreement between Aduro Biotech, Inc. and Janssen Biotech, Inc., dated as of October 13, 2014.	S-1	333-202667	10.20	03/11/2015	
10.17†	Exclusive License Agreement between Aduro Biotech, Inc. and the Regents of the University of California, dated March 15, 2012.	S-1	333-202667	10.22	03/11/2015	
10.18†	License Agreement between Karagen Pharmaceuticals, Inc. and Aduro Biotech, Inc., dated June 20, 2012.	S-1	333-202667	10.26	03/11/2015	
10.19†	Exclusive License between Aduro Biotech, Inc. and the Regents of the University of California, dated September 25, 2014.	S-1	333-202667	10.27	03/11/2015	
10.20†	Exclusive License Agreement among Aduro Biotech, Inc., Memorial Sloan Kettering Cancer Center, The Rockefeller University, Rutgers, the State University of New Jersey and University of Bonn, dated December 18, 2014.	S-1	333-202667	10.28	03/11/2015	

Exhibit No.	Description of Exhibit	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.21	Fourth Addendum to Office Lease, dated February 20, 2015, by and between the Company and Bancroft Way, LLC.	S-1	333-202667	10.31	03/11/2015	
10.22†	Amendment No. 1 to Exclusive License between Aduro Biotech, Inc. and the Regents of the University of California, dated March 6, 2015.	S-1	333-202667	10.32	03/11/2015	
10.23+	Aduro Biotech, Inc. Non-Employee Director Compensation Policy.	S-1/A	333-202667	10.33	04/06/2015	
10.24†	Collaboration and License Agreement between Aduro Biotech, Inc. and Novartis Pharmaceuticals Corporation, dated March 12, 2015; and the related letter agreement dated March 19, 2015.	S-1/A	333-202667	10.34	04/06/2015	
10.25	Letter Agreement between Aduro Biotech, Inc. and Karagen Pharmaceuticals, Inc. dated June 5, 2015.	10-Q	001-37345	10.38	08/11/2015	
10.26†	Office/Laboratory Lease between Seventh Street Properties VII, LLC and Aduro Biotech, Inc., dated September 11, 2015.	10-Q	001-37345	10.1	11/23/2015	
10.27+	Offer of Employment between Blaine Templeman and Aduro Biotech, Inc., dated September 18, 2015.	10-Q	001-37345	10.2	11/23/2015	
10.28†	Amendment to Research and License Agreements between Aduro Biotech, Inc. and Janssen Biotech, Inc., dated November 11, 2015.	10-K	001-37345	10.41	03/08/2016	
10.29	Common Stock Sales Agreement between Aduro Biotech, Inc. and Cowen and Company, LLC, dated May 2, 2016.	10-Q	001-37345	10.1	05/02/2016	
10.30	First Amendment to Lease, dated April 26, 2016.	10-Q	001-37345	10.2	08/03/2016	
10.31	Form of Restricted Stock Unit Grant Notice and Restricted Stock Unit Award Agreement.	8-K	001-37345	10.1	09/14/2016	
10.32	Newly Appointed CMO Offer of Employment Letter between Aduro Biotech, Inc. and Natalie Sacks, M.D., dated as of August 4, 2016.	10-Q	001-37345	10.2	11/02/2016	
10.33	Amended and Restated Severance Plan, dated as of December 9, 2016.	10-K	001-37345	10.44	03/01/2017	
10.34†	Amendment No. 1 to Exclusive License Agreement between Aduro Biotech, Inc. and the Memorial Sloan Kettering Cancer Center, dated May 27, 2016.	10-K	001-37345	10.45	03/01/2017	
10.35†	Amendment No. 2 to Exclusive License Agreement between Aduro Biotech, Inc. and the Memorial Sloan Kettering Cancer Center, dated October 10, 2016.	10-K	001-37345	10.46	03/01/2017	

Exhibit No.	Description of Exhibit	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.36	Common Stock Sales Agreement between Aduro Biotech, Inc. and Cowen and Company, LLC, dated August 2, 2017.	10-Q	001-37345	10.1	08/02/2017	
10.37+	Employment Agreement between Aduro Biotech Holdings, Europe B.V. and Mr. Andrea Van Elsas dated October 30, 2015.					X
10.38+	Addendum to Employment Agreement between Aduro Biotech Holdings, Europe B.V. and Mr. Andrea Van Elsas dated October 4, 2017.					X
10.39+	Confidential Separation Agreement and General Release between Aduro Biotech, Inc. and Dirk Brockstedt dated January 1, 2018.					X
10.40+	Confidential Separation Agreement and General Release between Aduro Biotech, Inc. and Gregory Schafer dated March 1, 2018.					X
21.1	Subsidiaries of the Registrant					X
23.1	Consent of Deloitte & Touche LLP, independent registered public accounting firm.					X
24.1	Power of Attorney (included in the signature page hereto).					X
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 amended.					X
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 amended.					X
32.1*	Certification of Principal Executive Officer and Principal Financial Officer, as required by rules 13a-14(a) and 15d-14(a) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350).					X
101.INS	XBRL Instance Document					X
101.SCH	XBRL Taxonomy Extension Schema Document					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document					X

Exhibit No.	Description of Exhibit	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document					X
<hr/>						
+	Indicates management contract or compensatory plan, contract or agreement.					
†	Confidential treatment has been granted for a portion of this exhibit.					
*	The certifications attached as Exhibit 32.1 accompany this Annual Report on Form 10-K pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed “filed” by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.					

(c) See Item 15(a)2 above.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Berkeley, State of California, on the 1st day of March, 2018.

ADURO BIOTECH, INC.

By: /s/ Stephen T. Isaacs
Stephen T. Isaacs
Chairman, President and Chief Executive Officer
(principal executive officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Stephen T. Isaacs and Jennifer Lew, and each of them, as his or her true and lawful attorneys-in-fact and agents, each with the full power of substitution, for him or her and in his or her name, place or stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their, his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Stephen T. Isaacs</u> Stephen T. Isaacs	Chairman, President and Chief Executive Officer (<i>principal executive officer</i>)	March 1, 2018
<u>/s/ Jennifer Lew</u> Jennifer Lew	Chief Financial Officer (<i>principal financial and accounting officer</i>)	March 1, 2018
<u>/s/ Gerald Chan, DSc</u> Gerald Chan, DSc	Director	March 1, 2018
<u>/s/ William M. Greenman</u> William M. Greenman	Director	March 1, 2018
<u>/s/ Ross Haghighat</u> Ross Haghighat	Director	March 1, 2018
<u>/s/ Frank McCormick</u> Frank McCormick	Director	March 1, 2018
<u>/s/ Stephanie O'Brien</u> Stephanie Monaghan O'Brien	Director	March 1, 2018
<u>/s/ Stephen A. Sherwin</u> Stephen A. Sherwin	Director	March 1, 2018

EMPLOYMENT AGREEMENT

This employment agreement is made this 30th day of October two thousand and fifteen between:

1. **BIONOVION HOLDING B.V.**, a limited liability company according to the laws of the Netherlands, having its registered office at Vught, the Netherlands and its principal place of business at (5342 CC) Oss, Molenstraat 110, The Netherlands ("**BioNovion**");
- and
2. Mr. **ANDREA VAN ELSAS** born on 5 June 1966, residing at Ruusbroecgaarde 139 (5343 JL), Oss, The Netherlands (the "**Director**")

WHEREAS:

- a. Director has been appointed as board member (*bestuurder*) of BioNovion by its general meeting of shareholders (the "**GM**") effective as per 1 May 2014;
- b. Aduro Biotech, Inc. ("**Aduro**") is about to (indirectly) acquire all shares in BioNovion. Upon such acquisition, Aduro and each of its (indirect) subsidiaries shall be referred to as a "**Group Company**" and jointly as "**Group Companies**" or as the "**Group**" in this Agreement.
- c. BioNovion and Director are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**";
- d. The board (*bestuur*) of BioNovion will be referred to as the "**Board**" in this Agreement;
- e. The formal date of termination of this Agreement shall be referred to as the "**Termination Date**";
- f. "**Change in Control**" shall mean one or more of the following: (i) the consummation of the acquisition by any entity, person, or group (other than by a Group Company, or an employee benefit plan maintained by a Group Company) of beneficial ownership of the capital stock of Aduro representing more than 50% of the outstanding voting stock of Aduro; or (ii) the consummation of a transaction requiring stockholder approval for the acquisition of Aduro by the purchase of stock or assets, or by merger, or otherwise. For purposes of this Agreement, only the first Change in Control occurring after the Commencement Date will be a "Change in Control."
- g. "**Equity Awards**" shall mean your Company equity compensation awards (including without limitation your Company stock options) under the Equity Incentive Plan, that are outstanding as of the Termination Date.
- h. "**Fiscal Year**" shall mean the Company's fiscal year in which the Termination Date occurs.
- i. "**Good Reason**" shall mean that any one or more of the following events have occurred without Director's written consent:
 - (i) Director having incurred a material diminution in his responsibilities, duties or authority;
 - (ii) Director having incurred a material diminution in his Base Salary; or
 - (iii) A relocation of Director's principal work location such that Director will be assigned to primarily work at a location that is more than 150 kilometers (as the crow flies) Oss, The Netherlands.
- j. "**Percentage**" shall mean the percentage that is equal to the quotient of (i) the number of days in the Fiscal Year that had elapsed as of the Termination Date (and including the Termination Date) divided by (ii) 365 (or 366 if such Fiscal Year is a leap year).

HAVE AGREED AS FOLLOWS:

1. Entry into force/duration/termination

- 1.1 The parties' mutual obligations under this employment agreement (the "**Agreement**") shall come into effect on the date of this Agreement (the "**Commencement Date**").
- 1.2 This Agreement has been concluded for an indefinite period of time.
- 1.3 The Agreement may be terminated by BioNovion as per the last day of a calendar month, by written notice to the Director and with due observance of three months. This Agreement may be terminated by the Director as per the last day of a calendar month, by written notice to BioNovion and with due observance of one month.

2. Duties

- 2.1 Director shall act as a board member (*bestuurder*) of BioNovion. Director shall be considered to have accepted the appointment as a board member (*bestuurder*) of BioNovion by the GM.
- 2.2 As a board member (*bestuurder*) of BioNovion, Director shall observe all obligations arising from Dutch law, the articles of association of BioNovion, any charter of the board of BioNovion and any and all instructions and/or resolutions that are or may be adopted by the GM or any other competent corporate body of BioNovion.
- 2.3 Director shall, at BioNovion's request, at all times be willing to perform work for any Group Company and shall accept appointment as *bestuurder* under Dutch law of such Group Company or as director or officer of such Group Company under the laws governing that Group Company, provided that any adverse tax consequences for the Director will be fully compensated by BioNovion.
- 2.4 Director will not be entitled to any remuneration, in respect of the activities performed for or positions held in Group Companies, in addition to the remuneration included in this Agreement.

3. Working hours/Overtime/Workplace

- 3.1 Director shall perform Director's duties under this Agreement on a full time basis (at least 40 working hours per week) divided over 5 working days per week (Monday to Friday).
- 3.2 Director shall be required to occasionally perform his duties during weekends and/or on public holidays and/or in excess of the number of working hours per week pursuant to the first paragraph of this clause and/or outside regular office hours, if such is reasonably necessary for the proper performance of Director's duties under this Agreement ("**Overtime**").
- 3.3 Sufficient remuneration for Overtime shall be deemed included in the Salary and Director shall therefore not be entitled to any (additional) remuneration for Overtime.
- 3.4 Director shall in principle perform Director's duties under this Agreement at or from BioNovion's premises in Oss, the Netherlands. The Board shall be authorised to unilaterally relocate Director's regular place of work to any other location within the Netherlands. A relocation of Director's regular place of work to a location in another country, can only be effectuated with Employee's prior consent.

4. **Salary**

- 4.1 Director is entitled to an annual salary of EUR 220,000 gross (in words: two hundred and twenty thousand Euros), accruing and payable into a bank account of Director -to be designated by Director- in twelve (12) equal monthly instalments in arrears (the “**Salary**” and each monthly instalment the “**Monthly Salary**”).
- 4.2 The statutory holiday allowance of 8% shall be deemed included in the Salary.
- 4.3 Director shall not be entitled to any benefits that are customarily granted to employees of BioNovion or its subsidiaries, unless explicitly agreed otherwise in this Agreement. The Salary shall be considered an all-in salary, including any compensation in lieu of such BioNovion benefits.

5. **Bonus**

- 5.1 At the sole discretion of Aduro, Director shall, in addition to the Salary, be eligible for an annual discretionary bonus, depending on Aduro's business results and Director's performance and achievement of objectives to be determined by Aduro in any given Fiscal Year (the “**Bonus**”), subject also to the condition of Director still being employed under this Agreement on the date whereon the annual bonuses are paid to Aduro-employees. The Bonus, if any, will maximally amount to 30% of Director's Salary (the “**Target Bonus**”).
- 5.2 BioNovion retains the right to amend or abolish the above Bonus scheme unilaterally. The granting of a Bonus in any year does not create rights for future years.

6. **Equity**

- 6.1 Director shall, in addition to the Salary, be eligible for participation in Aduro's equity incentive plan (the “**Equity Incentive Plan**”) as reflected in **Annex 1**.

7. **Pension waiver**

- 7.1 Director waives (*doet afstand van*) his rights to participation in BioNovion's or any of its subsidiaries' collective (old age) pension scheme and Director and will not be entitled to any separate financial compensation in lieu thereof. Any such financial compensation in lieu shall be considered included in the Salary.

Director shall, at BioNovion's request, sign and execute and warrants that his spouse and/or partner with whom Director has concluded a *samenlevingsovereenkomst* will sign and execute, each and every instrument required by BioNovion to confirm and/or periodically renew such waiver (*afstandsverklaring*).

8. **D&O Insurance**

- 8.1 Subject to the acceptance of Director by the insurer, Director will be included in the cover of the Directors & Officers (D&O) liability insurance policy as concluded by Aduro, which insurance will cover liability of the Director in his present position of BioNovion's Board member and in any director's or officer's position which he may in the future fulfil within any of the Group Companies.

9. **Vacation**

- 9.1 Director shall be entitled to 25 vacation days per calendar year (20 statutory days and 5 extra-statutory days), accruing on a pro rata tempore basis. Director shall in addition not be obliged to perform duties on New Year's Day, Good Friday, the fifth of May (once every five years), Easter Monday, King's Day, Ascension Day, Whit Monday, Christmas Day and Boxing Day.

9.2 Vacation days shall only be taken by Director in consultation with the Board. Generally, vacation will be taken during the calendar year in which the vacation days accrue.

10. **Expenses**

10.1 Director shall be entitled to compensation of business expenses in conformity with the business expense policy from time to time applicable in BioNovion's business.

11. **Sickness**

11.1 If Director is incapacitated to perform Director's duties under this Agreement for any reason, Director will be obliged to inform the Board thereof before 10.00 a.m. CET on the first day of absence.

11.2 In case of Director being incapacitated to perform Director's duties under this Agreement due to sickness and only if and to the extent wherein, pursuant to article 7:629 Dutch Civil Code, BioNovion is obliged to pay salary, BioNovion will pay to Director, as from the first day of sickness, the following percentages of the Salary (as defined in this Agreement):

- during a maximum period of 12 weeks calculated as from the first day of sickness: 100% of the Salary;
- in case of the sickness continuing thereafter, during a subsequent period of maximally 20 weeks: 90% of the Salary;
- in case of sickness continuing thereafter, during a subsequent period of maximally 20 weeks: 80% of the Salary;
- in case of sickness continuing thereafter, during a subsequent period of maximally 52 weeks: 70% of the Salary.

11.3 The entitlement to any payments during sickness in excess of the amounts due pursuant to article 7:629 paragraph 1 Dutch Civil Code, will not arise if the incapacity to perform duties is caused by Director undergoing treatment for Director's drugs or alcohol addiction, Director participating in traffic while under the influence of alcohol and/or drugs or Director undergoing esthetical medical treatment.

11.4 Director shall not be entitled to salary payments during sickness if, and to the extent that, in connection with his sickness, he can validly claim damages from a third party as a result of loss of salary and if and to the extent that the payments by BioNovion exceed the minimum obligation referred to in article 7:629 sub 1 Dutch Civil Code. In this event, BioNovion shall satisfy payment solely by means of advanced payments on the compensation to be received from the third party and upon assignment by Director of his rights to damages vis-à-vis the third party concerned up to the total amount of advanced payments made. The advanced payments shall be set-off by BioNovion if the compensation is paid or, as the case may be, in proportion thereto.

12. **Termination**

12.1 Director's notice of termination under this Agreement will (only) qualify as a "**Resignation for Good Reason**" for the purpose of the subject clause 12 of this Agreement, if:

- it has been received by BioNovion within 45 days after the date that any one of the Good Reason events, as described in subparts (i) through (iii) of its definition, has first occurred;
- such notice describes in detail the basis and underlying facts supporting Director's belief that a Good Reason event has occurred;
- BioNovion (or Aduro) has not cured or remedied the Good Reason event within 30 days after receipt of Director's written notice.

Failure to timely provide such (fully substantiated) written notice to BioNovion means that Director will be deemed to have consented to and waived the Good Reason event. If BioNovion (or Aduro) does timely cure or remedy the Good Reason event, then the Director may uphold the notice of termination (which will then not qualify as a Resignation for Good Reason) in a written statement to BioNovion to be received by BioNovion within 5 working days from the date whereon such cure or remedy has been communicated to Director. Absent such written statement to uphold, the notice of termination shall be deemed not given.

"Qualifying Termination" will occur in case of:

- notice of termination by BioNovion under this Agreement for any reason other than urgent cause (*dringende reden*) within the meaning of article 7:677/678 Dutch Civil Code;
- a Resignation for Good Reason.

In the event of a Qualifying Termination:

- a. BioNovion will pay Director, on the sixtieth (60th) day after the Termination Date, a one-time cash lump sum payment that is equal to the product of Director's Target Bonus for the Fiscal Year multiplied by the Percentage; and
- b. Subject to the next sentence, upon the Termination Date, Director's then unvested Equity Awards shall become vested and exercisable on an accelerated basis as if the Termination Date had occurred six (6) months later. However, if the Termination Date occurs during the time period commencing on the closing date of a Change in Control and ending on the first anniversary of such Change in Control, then all of Director's then unvested Equity Awards shall become vested and exercisable on an accelerated basis on your Termination Date; and
- c. a severance equal to 3 times the Monthly Salary minus the amount of the Dutch statutory severance (*transitievergoeding*).

13. **Proprietary Information & Inventions**

- 13.1 The provisions of the Proprietary Information & Inventions Agreement, attached as **Annex 2** to this Agreement, (the "Proprietary Information & Inventions Agreement") shall be deemed to form an integral part of this Agreement, albeit that, in view of the permitted side-activities as reflected in **Annex 3**, any provisions on Inventions, Proprietary Information and Proprietary Rights as defined and included in **Annex 2** shall be considered not to apply to such Inventions, Proprietary Information and Proprietary Rights that are solely generated in the performance of such permitted side-activities, provided that such Inventions, Proprietary Information and Proprietary Rights (i) were not developed, conceived, learned or reduced to practice by use of any of the resources of the Company ('Company' as defined in **Annex 2**) (including without limitation, equipment, supplies, or facilities), (ii) were not based upon and do not incorporate any Inventions, Proprietary Information or Proprietary Rights of the Company and (iii) are unrelated to the business, or actual or demonstrably anticipated research or development of the Company ("**Side Activity IP**").

14. **Confidentiality**

- 14.1 Director shall, both during the term of this Agreement and after termination of this Agreement for whatever reason, refrain from using, publishing and/or disclosing in any manner to whomsoever (including to other employees of Group Companies, unless such staff members must be informed in connection with their work for the Group) and from negligently causing any unauthorised use, publishing or disclosure of any information of a confidential nature of, or concerning (the business of) any Group Company, which has become known to Director as a result of the employment under this Agreement and which information Director knew or should have known to be of a confidential nature, provided however that such information shall not include any information that is in the public domain or becomes so available (unless such availability

in the public domain is a result of Director's breach of Director's obligations pursuant to this Agreement) or that is lawfully disclosed by Director to a third party as a consequence of Director's proper performance of Director's duties and responsibilities under this Agreement ("Confidential Information").

- 14.2 Information on or pertinent to, without limitation, the following issues as well as those issues itself shall be deemed Confidential Information: inventions, know-how, trade secrets, laboratory notebooks, biological materials, mask works, (engineering) designs and drawings, price lists, pricing methodologies, pricing policies, licenses, contract information, financial forecasts, historical financial data, budgets, customers, customer sales, customer proposals, sale forecasts, methods of operation, pricing policies, vendors, suppliers, contractors (and their terms of business), purchasers, any proposals relating to the acquisition or disposal of any company owned or business operated by any Group Company, any proposals relating to the expansion or contracting of activities, (business-, research & development-, construction-, technical-, sales- and production-)plans, (business-, research & development-, construction-, technical-, sales- and production-) processes, apparatus, designs, compositions, formula, developments, research, techniques, improvements, procedures, specifications, ideas, computer hardware, computer software, methods of accounting, manners of doing business, marketing plans, personnel and employment matters (including details of employees and directors, the level of remuneration and benefits paid to them); all as acquired, developed, amended, used, generated and/or utilised by or on behalf of a Group Company, which hence excludes any similar information comprising the Side Activity IP.

15. Side-activities

- 15.1 Director shall during the term of this Agreement not perform any (paid or unpaid) working activities for third parties, with the exception of Group Companies, without the prior written consent of the Board. Such consent shall not be unreasonably withheld for the performance of activities by Director, provided that:
- Director does not perform activities similar to Director's duties under this Agreement; and
 - the relevant third party cannot in any sense be considered a competitor of any Group Company; and
 - activities performed for the relevant third party will not in any sense constitute competition with any Group Company; and
 - Director works at least the agreed number of hours per week for any Group Company; and
 - activities performed for any third party do not have an adverse effect on the duties to be performed by Director under this Agreement; and
 - any other specific conditions to which such consent will be made subject at the time the consent will be given, will be met.

- 15.2 Such consent is deemed given for the performance of the side-activities as included in Annex 3.

- 15.3 Any consent given pursuant to paragraph 2 or given in the future pursuant to paragraph 1 of this clause may be revoked by the Board at any time if any of the conditions referred to in paragraph 1 of this clause or any specific conditions to which such consent was made subject, will appear not or no longer met.

16. Data carriers

- 16.1 Director shall neither have nor keep in Director's private possession in any manner whatsoever any documents (including notes, records, diaries, reports, proposals, lists, specifications, blue prints, sketches, (laboratory) notebooks, flow charts, memoranda, worksheets, drawings, minutes of meetings and correspondence as well as abstracts or summaries thereof), software, computer disks or other data or data carriers or media and/or (electronic) copies thereof containing Confidential Information or otherwise relating to the Group's business, that have become available to Director as a result of the employment under this Agreement ("Data Carriers"), except insofar as and for as long as necessary for the proper performance of Director's duties under this Agreement.

17. Non-competition & Non-solicitation & Non-poaching

17.1 The subject paragraph will only apply in case of:

- resignation (notice of termination by Director under this Agreement) or court rescission of this Agreement at Director's request;
- dismissal (notice of termination by BioNovion under this Agreement) or court rescission of this Agreement at BioNovion's request for an urgent cause (*dringende reden*) within the meaning of article 7:677/678 Dutch Civil Code.

Director shall not, without the prior written consent from the Board, both during the term of this Agreement and during a period of twelve (12) months after the Termination Date, in any manner, directly or indirectly, either for Director's own account or for the account of third parties, either against or without consideration

- be engaged in, involved in, perform services for or work for; and/or
- act as intermediary, in whatsoever manner, directly or indirectly, for,

any enterprise, wholly or partly, carrying on products or activities in the field of discovery, research and/or development of antibodies which are in competition with products or activities (demonstrably scheduled to be) carried on by (the business operated by) a Group Company at the time of termination of this Agreement.

17.2 Director shall not, during a period of 12 months after the Termination Date, in any manner, either directly or indirectly, canvass, solicit, approach and/or entice away from any Group Company and/or perform activities aimed at selling commodities and/or services that are competitive with commodities/services marketed or scheduled to be marketed by any Group Company at the date of termination of this Agreement to and/or provide services to:

- any customers, clients and/or partners of any Group Company; and/or
- third parties that were customers, clients and/or partners of any Group Company in the period of 12 months immediately preceding the formal date of termination of this Agreement.

17.3 Director shall not, during a period of 24 months after the Termination Date, in any manner employ, approach and/or entice to enter into an employment relation with third parties or with Director:

- any personnel of a Group Company; and/or
- personnel that were employed by a Group Company in the period of 12 months immediately preceding the Termination Date.

17.4 These restrictions shall, in view of the Group's worldwide activities, apply in the territory of all countries in which BioNovion or any Group Company performs - and/or demonstrably plans to perform - activities on the Termination Date.

18. Restitution

18.1 Upon termination of this Agreement and/or in case of absence from work exceeding one month and/or upon suspension, Director shall immediately return to BioNovion any materials, Data Carriers, devices, properties, equipment, keys and any other items belonging to a Group Company or leased/rented by a Group Company from third parties. Director shall not withhold any copies or reproductions of those items or deliver such items or reproductions to anyone else.

19. Penalties / Liquidated damages

- 19.1 If Director breaches any of the (warranty) obligations stated in the clauses 7 (Pension Waiver) and 13 up to and including 18 of this Agreement and/or any of the provisions of the Proprietary Information & Inventions Agreement, as included in Annex 2 to this Agreement, Director shall immediately, without any notice of default being required, forfeit to BioNovion a penalty/liquidated damages for each breach thereof, amounting to EUR 5,000 (five thousand Euros) and a penalty/liquidated damages amounting to EUR 2,000 (two thousand Euros) for each day that such breach continues, without prejudice to BioNovion's and/or each relevant Group Company's rights to claim (a) full compliance with the relevant contractual obligations and/or (b) actual damages instead of the penalty/liquidated damages.
- 19.2 Payment of the penalties referred to in the previous paragraph shall not release Director from Director's obligations as specified in this Agreement. With respect to the penalties provided for in the previous paragraph of this clause, the parties to this Agreement intend to derogate from the provisions of article 7:650 paragraphs 3 and 5 of the Dutch Civil Code both in respect of the amounts of the penalties and to the extent that these penalties can be used by BioNovion for its own benefit.

20. Actions post-termination

- 20.1 Upon termination of this Agreement (howsoever arising) or upon either BioNovion or Director having served notice of such termination, Director shall provide such assistance to any Group Company as may reasonably be required by such Group Company in connection with any handover arrangements or any claim made by a third party against a Group Company or by a Group Company against a third party. Such assistance may include attending meetings, reviewing documents, signing statements/affidavits, attending hearings and giving evidence. For the avoidance of doubt, the Director shall not be under an obligation to assist BioNovion in substantiating any claim which BioNovion may allege or hold against the Director.

21. Replacement/entire Agreement/Amendments

- 21.1 This Agreement replaces all written or oral offers or employment agreements, if any, made by or between Director and/or BioNovion and/or any of its Group Companies of an earlier date and is deemed to constitute the entire employment agreement between Director and BioNovion.
- 21.2 The GM is entitled to unilaterally amend the employment conditions (*arbeidsvoorwaarden*) under this Agreement, whether included in this instrument or in any personnel regulations and/or policies and/or schemes introduced within BioNovion, with due observance of the provisions of article 7:613 and/or 7:611 Dutch Civil Code.

22. Collective Bargaining Agreement

- 22.1 It is assumed by the Parties that BioNovion is not bound by any collective bargaining agreement and no collective bargaining agreement applies to this Agreement.

23. Personal Data

- 23.1 Director acknowledges that BioNovion or any Group Company will be using Director's personal data for the purpose of keeping a general administration of staff and hence has/have a legitimate interest in processing such data, and - to the extent such legitimate interest would be successfully contested -, Director hereby consents to such processing of personal data. BioNovion shall in this regard adhere to the provisions of the applicable Personal Data Protection legislation. Director furthermore consents to BioNovion uploading Director's personal data to a database located/maintained in the US, to which a limited number of Group's employees will have access on a need-to-know basis.

24. **Partial invalidity/Unenforceability**

24.1 Each provision of this Agreement is severable. If any provision is held to be invalid and/or unenforceable by any competent court, such invalidity and/or unenforceability shall not affect the remaining provisions of this Agreement. In such event, the parties hereto shall enter into negotiations aimed at replacing the invalid/unenforceable provision by a provision to maximally the same effect that is valid and enforceable.

25. **Governing law**

25.1 This Agreement is construed in accordance with and shall be governed by the laws of the Netherlands.

IN WITNESS whereof the parties hereto have executed this Agreement in two original copies

BioNovion Holding B.V.		
	/s/ Gregory W. Schafer	/s/ Andrea van Elsas
<hr/>		
By:	Mr. Gregory W. Schafer	Andrea van Elsas
Title:	Managing director A	

Terms of Participation in Equity Incentive Plan

On the tenth day of the calendar month following the Commencement Date (or, if such tenth day is not a regular trading day for Aduro common stock, the immediately following trading day after such tenth day), Aduro will grant Director an option (the “Option”) to purchase 100,000 shares of Aduro’s common stock at its fair market value, as determined on the date of grant, subject to the terms and conditions of the Equity Incentive Plan and a separate grant agreement to be agreed upon between Aduro and Director. The Equity Incentive Plan will be provided to the Director separately.

The Option will vest over four years, conditioned on Director’s continuous employment with BioNovion, with 25% of the Option vesting after 12 months of continuous full time employment and 1/48th vesting at the end of each month thereafter, until either the Option is fully vested or Director’s continuous full time employment ends, whichever occurs first.

Proprietary Information And Inventions Agreement

In consideration of my employment or continued employment by BioNovion Holding B.V. ("**BioNovion**"), and the compensation now and hereafter paid to me,

whereas:

- All shares in BioNovion are (ultimately) held by the company according to the laws of Delaware Aduro Biotech, Inc. ("**Aduro**");
- Aduro and all of its (indirect) subsidiaries, including BioNovion, shall in this instrument each severally and jointly be referred to as the "**Company**"),

I hereby agree as follows:

1. Recognition of Company's Rights: Nondisclosure. At all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any Proprietary Information (defined below) of the Company, except as such disclosure, use or publication may be required in connection with my work for the Company, or unless the Board of Directors of Aduro expressly authorizes such in writing. I recognize and confirm that BioNovion (and where relevant any other company to which BioNovion assigns Proprietary Information (each such other company an "**Assignee**")) is, or shall be (as the case may be) the sole owner of all Proprietary Information made or conceived or reduced to practice or learned by me, either alone or jointly with others, in connection with my employment with BioNovion, and that BioNovion (and its Assignees) is, or shall be, as the case may be, the sole owner of all patent rights, copyrights, mask work rights, trade secret rights, trademark rights and all other intellectual property rights, including applications for such rights, throughout the world (collectively, "**Proprietary Rights**") in connection therewith. In addition, to the extent required, I agree that I shall assign to BioNovion any rights I may have or acquire in such Proprietary Information (as defined below) and such Proprietary Rights.

The term "**Proprietary Information**" shall mean trade secrets, confidential knowledge, data or any other proprietary information. By way of illustration but not limitation, "Proprietary Information" includes (a) inventions, mask works, trade secrets, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, cell lines, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "**Inventions**"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees.

2. Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company (other than the undersigned) in writing.

3. Assignment.

(a) I hereby assign to BioNovion all my right, title and interest in and to any and all Proprietary Information, Proprietary Rights and Inventions, whether or not patentable or protected or protectable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, in connection with my employment with the Company.

(b) I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and that the legal effect hereof is also governed by U.S. laws. I warrant and guarantee that any moral rights, to the extent legally possible, are transferred and/or waived and/or will not be asserted against the Company.

(c) This Agreement shall also serve as the deed of transfer. BioNovion hereby accepts this transfer and assignment of Proprietary Information, Proprietary Rights and Inventions. Inventions assigned to or as directed by BioNovion by this paragraph 3 are hereinafter referred to as "**Company Inventions**".

(d) I shall comply and assist with all further formalities required in order to effect the transfer and assignment of Proprietary Information, Proprietary Rights and Inventions to BioNovion, and to register this transfer and assignment and to complete any action necessary to execute the transfer thereof, including the signing of deeds, powers of attorney or confirmatory actions towards the relevant right granting authorities, as and when required by BioNovion.

4. **Enforcement of Proprietary Rights.** I will assist the Company in every proper way to obtain and from time to time enforce United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint Aduro and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

5. **Obligation to Keep Company Informed.** During the period of my employment, I will promptly disclose to Aduro fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Inventions. In addition, after termination of my employment, I will disclose to Aduro all patent applications filed by me within a year after termination of employment.

6. **Prior Inventions.** Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If disclosure of any such Invention on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Inventions in Exhibit A but am to inform the Company that all Inventions have been listed for that reason.

7. **Additional Activities.** I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity other than for the Company except as noted on my Employment Agreement, and for the period of my employment by the Company and for two (2) years after the date of termination of my employment by the Company I will not induce any employee of the Company to leave the employ of the Company per the terms of my Employment Agreement.

8. No Improper Use of Materials. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

9. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

10. Return of Company Documents. When I leave the employ of the Company, I will deliver to the Company all drawings, notes, memoranda, specifications, devices, formulas, molecules, cells and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement for technical and management personnel.

11. Equal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

12. Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.

13. General Provisions.

(a) Governing Law. This Agreement will be governed by and construed according to the laws of the Netherlands.

(b) Entire Agreement. This Agreement applies in addition to the provisions included in my Employment Agreement with BioNovion. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant.

(c) Severability. If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and its assigns.

(e) Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

(f) Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

(g) Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

(h) Effectiveness. This Agreement shall be effective as of the first day of my employment with BioNovion.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

[Continued on next page]

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Dated as of 30 October, 2015

/s/ Andrea van Elsas	
Signature of Employee	
Andrea van Elsas	
Printed Name of Employee	
Ruusbroecgaarde 137, 5343 JL Oss, Netherlands	
Address of Employee	
/s/ Gregory W. Schafer	
Signature on behalf of BioNovion Holding B.V.	
Gregory W. Schafer	
Printed Name of officer duly representing BioNovion Holding B.V.	

Proprietary Information And Inventions Agreement

EXHIBIT A

None.

Side-activities for which Consent will be deemed given in respect of Director Andrea van Elsas clause 15.2 of the above Agreement

1. *For an indefinite term:* consultant to AM Pharma, as VP Research;
2. *For a period of 12 months calculated as from the Commencement Date:* consultant to Vossius & De Brauw, providing expert declarations for patent litigation procedures in Europe (EPO) and the Netherlands.

Executed on 30 October 2015

BioNovion Holding B.V.

/s/ Gregory W. Schafer

/s/ Andrea van Elsas

By: Mr. Gregory W. Schafer

Andrea van Elsas

Title: Managing director A

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ADDENDUM TO THE EMPLOYMENT AGREEMENT OF 30 NOVEMBER 2015

This Addendum is made on __4__ October 2017 between:

1. **ADURO BIOTECH HOLDINGS, EUROPE B.V.**, a private company with limited liability incorporated under Dutch law, having its registered address at Kloosterstraat 9 RX1101, 5349 AB Oss, The Netherlands, registered with the Dutch trade register under number 52620336 (**Aduro**); and
2. **MR ANDREA VAN ELSAS**, born on 5B June 1966, residing at Ruusbroecgaarde 139 (5343 JL), Oss, The Netherlands (the **Director**).

Aduro and the Director are hereinafter jointly also referred to as the **Parties** and each as a **Party**.

WHEREAS:

- (A) On 30 October 2015, Aduro (at that time named BioNovion Holding B.V.) and the Director entered into an employment agreement, a copy of which is attached hereto as **Annex 1** (the **Employment Agreement**).
- (B) The Parties have agreed upon certain changes to the Employment Agreement, which they wish to lay down in this addendum (the **Addendum**).

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

In this Addendum, unless the context requires otherwise or otherwise defined, capitalised but undefined word have the meaning as defined in the Employment Agreement.

2. Amendments to clauses 4.1 and 5.1 of the Employment Agreement

- 2.1 The Parties agree that effective as from 1 September 2017 (the **Effective Date**) the Director shall be entitled to an annual salary of EUR 340,000 gross and the Director's bonus (if any) shall amount to maximally 40% of the Director's salary. Therefore, the Parties agree that effective as from the Effective Date, clause 4.1 and clause 5.1. of the Employment Agreement shall be deleted in its entirety and shall be replaced by the following:

"4.1 Director is entitled to an annual salary of EUR 340,000 gross (in words: three hundred and forty thousand Euros), accruing and payable into a bank account of Director, to be designated by Director, in twelve (12) equal monthly instalments in arrears (the "**Salary**" and each monthly instalment the "**Monthly Salary**")."

"5.1 At the sole discretion of Aduro, Director shall, in addition to the Salary, be eligible for an annual discretionary bonus, depending on Aduro's business results and Director's performance and achievement of objectives to be determined by Aduro in any given Fiscal Year (the "**Bonus**"), subject also to the condition of Director still being employed under this Agreement on the date whereon the annual bonuses are paid to Aduro-employees. The Bonus, if any, will maximally amount to 40% of Director's Salary (the "**Target Bonus**")."

3. Miscellaneous

- 3.1 This Addendum may not be amended, supplemented or changed, nor may any provision of this Addendum be waived, except by a written instrument making specific reference to this Addendum signed by the Party against whom enforcement of any such amendment, supplement, change or waiver is sought.
- 3.2 Save for the amendments as laid down in this Addendum, the Employment Agreement shall remain in full force and effect in accordance with its terms.
- 3.3 If one or more provisions of this Addendum is held by any court of competent jurisdiction to be wholly or partially illegal, void, invalid or unenforceable, the remaining provisions shall remain in force and the parties undertake to replace the invalid or unenforceable provisions of this

Addendum by provisions which are effective and which deviate as little as possible from the invalid or unenforceable provisions, taking into account the object and purpose of this Addendum.

- 3.4 Any notice or other communications required or permitted under this Addendum shall be sufficiently given if in writing and personally delivered or sent by airmail, postage prepaid, or by international air courier, or by facsimile transmission or by email addressed to addresses as set forth on the first page of this Addendum or to such other address as the Parties shall have given notice of pursuant to this Clause 3.4.
- 3.5 This Addendum may be signed in any number of counterparts, each of which shall be deemed an original and all of which together shall form one instrument. Each Party may enter into this Addendum by executing any such counterpart.

4. Governing law and jurisdiction

This Addendum and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall in all events and for all purposes be governed by and construed in accordance with Dutch law. Any and all disputes arising out of or in connection with this Addendum and/or any further agreements between the Parties arising out of or in connection with this Addendum, or the breach, termination or invalidity thereof, whether any such disputes are contractual or non-contractual in nature, shall be submitted to the District Court Oost-Brabant.

[signature page follows]

IN WITNESS whereof Parties hereto have executed this Addendum in two original copies on the date written at the top of this Addendum.

Aduro Biotech Holdings B.V.

Andrea van Elsas

By: /s/ Stephen Isaacs

/s/ Andrea van Elsas

Title: managing director A

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release (the "Agreement") is made and entered into by and between Aduro Biotech, Inc. ("Aduro") and Dirk Brockstedt ("Brockstedt").

WHEREAS, Brockstedt's employment with Aduro will end on January 1, 2018 (the "Separation Date");

WHEREAS, as of the date of this Agreement, Brockstedt has been paid all monies that he is entitled to receive, including, but not limited to final wages and compensation for Brockstedt's unused paid time off, except for amounts payable under this Agreement;

WHEREAS, the benefits provided in this Agreement are being provided to resolve all claims, and Brockstedt acknowledges and agrees that he is and was not entitled to any benefits under the Amended and Restated Severance Plan and Summary Plan Description dated December 9, 2016 and that he waives all claims he might have with respect to such Severance Agreement; and

WHEREAS, the parties mutually desire to resolve all issues between them and avoid any controversies or disputes with respect to Brockstedt's employment at Aduro and the end of that employment, as well as any other claims, whether or not asserted, relating to Brockstedt's employment at Aduro, and to avoid the burden, expense, hardship and distraction of such controversies.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. **Consideration.** In consideration for Brockstedt's agreement to and execution of this Agreement, and subject to the conditions set forth below, Brockstedt will receive the following:
 - (a) **Separation Payment.** Aduro shall pay Brockstedt in a lump sum a severance benefit equal to one (1) year of Brockstedt's base salary at his current salary of Three Hundred Forty Eight Thousand One Hundred Dollars (\$348,100.00) per year. This payment will be subject to all applicable deductions required by federal, state and local law. Provided Brockstedt does not revoke his acceptance of this Agreement in the manner set forth in Section 21 below, the payment will be made on the first business day following the revocation deadline in Section 21.
 - (b) **Health Insurance.** To the extent provided by the federal COBRA law or, if applicable, state insurance laws, if Brockstedt timely elects continued coverage under COBRA, Aduro will reimburse Brockstedt for any payment of premiums to continue Brockstedt's health insurance coverage (including coverage for eligible dependents, if applicable) ("COBRA Premiums") through the period of January 1, 2018 through and including December 31, 2018 (the "COBRA Premium Period").

Brockstedt shall be responsible for timely paying Brockstedt's premiums, and then provide Aduro with proof of same to obtain reimbursement for Brockstedt's COBRA premiums under this Section 1(b). In the event Brockstedt becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Brockstedt must immediately notify Aduro of such event. Notwithstanding the foregoing, if Aduro determines, in its sole discretion, that it cannot reimburse the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), Aduro instead shall pay Brockstedt, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month for the remainder of the COBRA Premium Period, which Brockstedt may (but is not obligated to) use toward the cost of COBRA premiums. Any such taxable cash payments shall be subject to applicable payroll tax withholding required by federal, state, or local law.

- (c) Payment of Bonus. Brockstedt will be paid his 2017 bonus for the period of January 1, 2017 to December 31, 2017. The net amount will be paid to Brockstedt at the in a lump sum on or around March 2018 (but in any event in calendar year 2018), after employee bonuses are calculated under Aduro's policy.
- (d) Stock Options. Brockstedt's outstanding stock options and restricted stock units (the "Outstanding Stock Awards") will continue to be governed by the terms of the 2009 Stock Incentive Plan ("2009 Plan") and the 2015 Equity Incentive Plan ("2015 Plan" and together with the 2009 Plan, the "Plans"), as applicable, and any applicable stock award agreement. The vesting and exercisability (if applicable) of all unvested Outstanding Stock Awards granted under the Plans that are held by Brockstedt as of the Separation Date will become vested and exercisable (if applicable) on the Separation Date to the extent of the number of Outstanding Stock Awards that would have vested and become exercisable (if applicable), if Brockstedt had remained employed by Aduro for an additional six (6) months. All vesting with respect to all other Outstanding Stock Awards shall will cease as of the Separation Date.
- (e) Other Compensation Or Benefits. Brockstedt acknowledges that, except as expressly provided in this Agreement, Brockstedt has not earned and will not receive from Aduro any additional compensation (including base salary, bonus, incentive compensation, or equity), severance, or benefits before or after the Separation Date, with the exception of any vested right Brockstedt may have under the express terms of a written ERISA-qualified retirement plan (e.g., 401(k) plan account).
- (f) Resolution of Pending Disputes. Brockstedt acknowledges and agrees that the consideration set forth herein is consideration for settlement of all disputes between Brockstedt and Aduro and fully resolves all disputes between Brockstedt and Aduro, if any, arising from Brockstedt's employment with Aduro.

(g) **Conditions.** Brockstedt agrees that his full compliance in all respects with each and every term of this Agreement, including without limitation the obligations set forth in Sections 4, 5, 7, 8, 9, 10, 11 and 12, is an express condition to Aduro's obligation to make the payment pursuant to paragraph 1(a).

2. **No Further Consideration.** Except as set forth in this Agreement, Brockstedt agrees that he is not entitled to and will not seek any payment, benefit or other consideration, including any claim for costs or attorneys' fees, from or against Aduro or any Releasee, as that term is defined below.

3. **Exemption from Application under Section 409A.** All payments under the Agreement will be subject to applicable withholding (in amounts determined by Aduro) for federal, state and local taxes. The Agreement is not intended to constitute a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Internal Revenue Code ("Code"). All benefits provided under the Agreement are intended to satisfy the requirements for an exemption from application of Section 409A of the Code to the maximum extent that an exemption is available and any ambiguities herein shall be interpreted accordingly. The Separation Date is Brockstedt's Code Section 409A "separation from service" with Aduro. While it is intended that all payments and benefits provided under this Agreement will be exempt from or comply with Code Section 409A, Aduro makes no representation or covenant to ensure that the payments under this Agreement are exempt from or compliant with Code Section 409A. Aduro will have no liability to Brockstedt or any other party if a payment or benefit under this Plan is challenged by any taxing authority or is ultimately determined not to be exempt or compliant. Brockstedt further understands and agrees that he will be entirely responsible for any and all taxes imposed on him as a result of on any benefits payable to him under this Agreement.

4. **Complete Waiver and Release by Brockstedt.**

(a) **Release:** In exchange for the consideration provided for in this Agreement, the adequacy of which Brockstedt hereby acknowledges, Brockstedt irrevocably and unconditionally releases all claims described below that Brockstedt may have against the following persons or entities (the "Releasees"): Aduro, all of Aduro's related or affiliated organizations, including all of Aduro's and its related or affiliated organizations' predecessors and successors; and, with respect to each such entity, all of its past and present employees, officers, directors, partners, principals, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries and insurers of such programs) and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this Subsection.

(b) **Claims Released:** The claims released include all claims, promises, offers, debts, causes of action or similar rights of any type or nature Brockstedt has or had against Releasees, including but not limited to those which in any way relate to Brockstedt's employment with Aduro or the separation of Brockstedt's employment. This includes (but is not limited to) a release and waiver of any

common law contract or tort claims, the Fair Labor Standards Act and any state or local wage and hour laws, or other claims that may have arisen under any federal, state, or local anti-discrimination statutes or laws, such as the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; § 1981 of the Civil Rights Act of 1866 and Executive Order 11246; the Fair Labor Standards Act; the Employee Retirement and Income Security Act; the Americans with Disabilities Act, 42 U.S.C. § 1981; the Family and Medical Leave Act; the California Family Rights Act; the California Labor Code; the California Civil Code; the California Constitution; and any and all other laws and regulations relating to employment termination, employment discrimination, whistleblowing, harassment or retaliation, claims for wages, hours, benefits, compensation, and any and all claims for attorneys' fees and costs, inasmuch as is permissible by law and by the respective governmental enforcement agencies for the above-listed laws.

- (c) Waiver of Known and Unknown Claims: Brockstedt hereby expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the California Civil Code ("Section 1542") and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME
OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release of Aduro, Brockstedt expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims that Brockstedt does not know or suspect to exist at the time of Brockstedt's execution of this Agreement, and that all such claims are released by this Agreement.

- (d) Claims Not Included: This Agreement does not waive rights or claims under federal or state law that Brockstedt cannot, as a matter of law, waive by private agreement, including without limitation any right of indemnification under Labor Code Section 2802 and any right to accrued benefits. Additionally, nothing in this Agreement precludes Brockstedt from filing a charge or complaint with or participating in any investigation or proceeding before the Equal Employment Opportunity Commission, National Labor Relations Board, or the California Department of Fair Employment and Housing. However, while Brockstedt may file a charge and participate in any proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, or the California Department of Fair Employment and Housing, by signing this Agreement, Brockstedt waives his right to bring a lawsuit against the Released Parties (or any of them) and waives his right to any individual monetary recovery

in any action or lawsuit initiated by the Equal Employment Opportunity Commission, National Labor Relations Board, or the California Department of Fair Employment and Housing.

Furthermore, nothing in this Agreement prohibits Brockstedt from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Brockstedt does not need the prior authorization of Aduro to make any such reports or disclosures and Brockstedt is not required to notify Aduro that Brockstedt has made such reports or disclosures.

- (e) **Waiver of Age Claims:** By signing this Agreement, Brockstedt acknowledges that: he has carefully read and understands this Agreement; he has been given at least forty-five (45) days to consider his rights and obligations under this Agreement; he has been and hereby is advised to consult with an attorney before signing this release; prior to signing this Agreement, Brockstedt has had the opportunity to consult with counsel of his choice concerning the terms and conditions of this Agreement and has done so or voluntarily chosen not to do so; he understands that this Agreement is legally binding and by signing it he gives up certain rights; he has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it; he knowingly and voluntarily releases Aduro from any and all claims he may have, known or unknown, in exchange for the payments obtained by signing this Agreement, and acknowledges that these payments are in addition to any payment he would have otherwise received if he did not sign this Release; he understands that the release in this Agreement includes a waiver and release of all claims he may have under the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act; and he understands that this Agreement does not waive any rights or claims that may arise under the ADEA or the OWBPA after this Agreement is signed and becomes effective, which is eight (8) days after Brockstedt executes the Agreement ("Effective Date"). Brockstedt knowingly and voluntarily waives the remainder of the forty-five (45) day consideration period, if any, following the date he signs this Agreement below. Brockstedt has not been asked by Aduro to shorten his time-period for consideration of whether to sign this Agreement. Aduro has not threatened to withdraw or alter the benefit due to Brockstedt prior to the expiration of the 45-day consideration period nor has Aduro provided different terms to Brockstedt because he has decided to sign this Agreement prior to the expiration of the 45-day consideration period.

5. **Further Claims.** Brockstedt represents and acknowledges that he has not and will not file any charges or lawsuit against any of the Releasees based on events occurring prior to the date of execution of this Agreement with any state or federal administrative agency or court, and shall immediately dismiss any such existing claims or lawsuit, if any. If any administrative agency or court assumes jurisdiction of any charge, complaint, cause of action or claim covered by this Agreement against Aduro or any other Releasee on

Brockstedt's behalf, Brockstedt will take such actions to ensure that such agency or court withdraws from and/or dismisses the matter with prejudice as it relates to Brockstedt, including but not limited to, requesting such action by such agency or court.

6. **No Liability Admitted.** Brockstedt understands and agrees that this Agreement and the payments and benefits described in this Agreement do not constitute an admission by Aduro or any Released Party, or any of their present or former officers, directors, members, employees, consultants, representatives, independent contractors or related entities, of any liability to Brockstedt or wrongdoing whatsoever and that this Agreement is not admissible as evidence in any proceeding other than for enforcement of its provisions.
7. **Continued Obligations Pursuant To Proprietary Information and Inventions Agreement.** Brockstedt has previously signed a Proprietary Information and Inventions Agreement ("PIIA") with respect to this employment with Aduro. The PIIA is appended to this Agreement as **Appendix A**, and its terms are incorporated herein. Brockstedt understands and affirms that he is bound by certain terms of the PIIA, as stated in the PIIA, after his employment ends. Among other obligations, but not limited to them, Brockstedt acknowledges and agrees that he has received or has had access to confidential and/or proprietary information of Aduro and third parties, and that he has a continuing obligations to keep such information confidential.

Defend Trade Secrets Act Notice: Pursuant to 18 U.S.C. 1833(b), an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.
8. **Return of Aduro Property.** Brockstedt agrees that he has returned all Aduro property and has not kept copies of any other Aduro materials, whether in hard or electronic form, including, but not limited to all files, emails, meeting notes, memoranda, documents, marketing materials, records (and copies of the foregoing), credit cards, keys, hardware (including external hard drives, flash drives, and any related materials) and any other property of Aduro in Brockstedt's possession.
9. **No Disparagement.** Brockstedt agrees that he will not disparage Aduro in any private or public forum, including but not limited to newspapers, television, radio, or the internet or other internet feature such as a blog, provided, however, that nothing in this Agreement will prohibit Brockstedt from: (1) complying with any valid subpoena or court order; or

(2) initiating or cooperating with any official investigation conducted by a law enforcement or other governmental agency.

10. **Agreement to be Kept Confidential.** Brockstedt agrees not to disclose the terms, amount or existence of this Agreement to anyone other than a member of his immediate family or a professional representative of Brockstedt (including, but not limited to, his attorney, accountant, or tax preparer) and, even as to such a person, only if the person is informed of and agrees to honor this confidentiality requirement. Brockstedt further represents and warrants that he has not disclosed the fact, terms or amount of this Agreement to anyone except for the individuals listed in this Section 10. This Section 10 will not prohibit disclosure of the terms, amount or existence of this Agreement to the extent necessary legally to enforce this Agreement or to the extent otherwise legally required.
11. **Remedies for Violations of Sections 9 or 10.** Brockstedt agrees that breach of Sections 9 or 10 will constitute a material breach of this Agreement and Aduro shall be entitled to discontinue any continuing benefits owing under the Agreement in the event of a breach, in addition to all other available contractual remedies. Brockstedt further agrees that it will be impractical to calculate the exact or actual amount of damages resulting from said breach. In the event that Brockstedt does not comply with any provision of Sections 9 or 10, Brockstedt will owe Employer \$1,000 as liquidated damages per violation or breach, in addition to any other remedies in this Section. Brockstedt agrees that this sum is agreed upon as compensation for the injuries suffered as a result of a breach of this Section, is not unreasonable and is not a penalty.
12. **Representations.** Brockstedt represents and acknowledges that Brockstedt has received all the leave and leave benefits and protections for which Brockstedt is eligible pursuant to the Family and Medical Leave Act, the California Family Rights Act, or otherwise, and have not sustained any workplace injury of any kind during Brockstedt's employment with Aduro, he does not intend to file any claim or seek any benefits of any kind under workers' compensation.
13. **Binding Nature of Agreement.** This Agreement shall be binding on Brockstedt's heirs, legal representatives, administrators, executors, and assigns, and shall inure to the benefit of the Released Parties and their heirs, legal representatives, administrators, executors, and assigns.
14. **No Assignment.** Brockstedt's rights, duties or obligations under this Agreement may not be assigned, delegated or transferred.
15. **Interpretation.** This Agreement will be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. Unless the context indicates otherwise, the term "or" will be deemed to include the term "and" and the singular or plural number will be deemed to include the other. Section headings used in this Agreement are intended solely for convenience of reference and will not be used in the interpretation of any of this Agreement.

16. **Law Governing.** This Agreement shall be governed by and construed under the laws of the State of California excluding its choice of laws principles, which are deemed inapplicable.
17. **Entire Agreement.** This Agreement comprises the entire agreement between the parties regarding the matters contained herein. This Agreement has been entered into by Brockstedt with a full understanding of its terms, with an opportunity to consult with counsel and without inducement or duress. Brockstedt acknowledges that no promise or agreement not expressed in this Agreement has been made to Brockstedt. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. This Agreement may not be changed orally. This Agreement supersedes any prior or contemporaneous agreement, arrangement or understanding on its subject matter.
18. **Severability.** Should any clause or provision of this Agreement be declared illegal or unenforceable, it shall be modified as minimally necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect, provided, however, that if the deletion of such provision materially affects the operation of the release by Brockstedt of all claims against Aduro and/or the Releasees, there shall be no obligation for Aduro to make any payment to Brockstedt under this Agreement and any payment already made by Aduro to Brockstedt in accordance with this Agreement shall be fully recoverable by Aduro from Brockstedt.
19. **Revocation.** Brockstedt understands that if he signs this Agreement, he can change his mind and revoke it within seven (7) days after signing it by returning it with written revocation notice to Nancy Kaplan via email at nkaplan@aduro.com. Brockstedt understands that the release and waiver set forth in this Agreement will not be effective until after this seven-day period has expired, and Brockstedt will receive no benefits prior to the eighth day after he signs this Agreement.
20. **Acknowledgements and Warranties.** Brockstedt warrants that he is fully competent to enter into this Agreement and that he does so knowingly and voluntarily. Brockstedt acknowledges that he has carefully read and understands this Agreement, that this Agreement is legally binding, and that he has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it. Brockstedt further acknowledges that he has the right to discuss this Agreement with independent counsel of his choice, and that he is encouraged to do so. Brockstedt further acknowledges that he has had a full and fair opportunity to consult with an attorney prior to executing this Agreement, that he has in fact done so, that he has read and understands this Agreement, and that the Agreement is not a product of fraud, duress, or undue influence.

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

To accept this offer and state your intention to be bound by the terms of this Agreement, Brockstedt must sign and return this letter to Nancy Kaplan no earlier than January 1, 2018 and no later than January 15, 2018. If Brockstedt does not return this letter, signed, on or before that date, this offer will lapse and may no longer be accepted by Brockstedt.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

Acknowledged and Agreed:

DIRK BROCKSTEDT

/s/ Dirk Brockstedt

Signature

1/1/18

Date

ADURO BIOTECH, INC.

/s/ Stephen T. Isaacs

12/17/17

Date

APPENDIX A
PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT.

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release (the "Agreement") is made and entered into by and between Aduro Biotech, Inc. ("Aduro") and Gregory W. Schafer ("Employee").

WHEREAS, Employee's employment with Aduro will end on March 1, 2018 (the "Separation Date");

WHEREAS, as of the date of this Agreement, Employee has been paid all monies that he is entitled to receive, including, but not limited to final wages, except for amounts payable under this Agreement;

WHEREAS, it is Aduro's desire to provide employee with a separation payment, COBRA reimbursement, and extended vesting to which he would be entitled if he were entitled to benefits under Aduro's Amended and Restated Severance Plan and Summary Plan Description dated December 9, 2016;

WHEREAS, the parties mutually desire to resolve all issues between them and avoid any controversies or disputes with respect to Employee's employment at Aduro and the end of that employment, as well as any other claims, whether or not asserted, relating to Employee's employment at Aduro, and to avoid the burden, expense, hardship and distraction of such controversies.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. **Consideration.** In consideration for Employee's agreement to and execution of this Agreement, and subject to the conditions set forth below, Employee will receive the following:

- (a) **Separation Payment.** Aduro shall pay Employee in a lump sum a severance benefit equal to one (1) year of Employee's base salary at his current salary of Four Hundred Thirty-Six Thousand (\$436,000.00) per year. This payment will be subject to all applicable deductions required by federal, state and local law. Provided Employee does not revoke his acceptance of this Agreement in the manner set forth in Section 20 below, the payment will be made on the first business day following the revocation deadline in Section 20.
- (b) **Health Insurance.** To the extent provided by the federal COBRA law or, if applicable, state insurance laws, if Employee timely elects continued coverage under COBRA, Aduro will reimburse Employee for any payment of premiums to continue Employee's health insurance coverage (including coverage for eligible dependents, if applicable) ("COBRA Premiums") through the period of March 2, 2018 through and including March 1, 2019 (the "COBRA Premium Period"). Employee shall be responsible for timely paying Employee's premiums, and then

provide Aduro with proof of same to obtain reimbursement for Employee's COBRA premiums under this Section 1(b). In the event Employee becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Employee must immediately notify Aduro of such event. Notwithstanding the foregoing, if Aduro determines, in its sole discretion, that it cannot reimburse the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), Aduro instead shall pay Employee, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month for the remainder of the COBRA Premium Period, which Employee may (but is not obligated to) use toward the cost of COBRA premiums. Any such taxable cash payments shall be subject to applicable payroll tax withholding required by federal, state, or local law.

- (c) Further Agreements for Service to Aduro. Aduro and Employee may enter into a Consulting Agreement on terms agreed by Aduro and Employee. Employee acknowledges and agrees that any such Consulting Agreement and/or any amendments or extensions thereto, and all further agreements for service of any kind do not extend the Separation Date for any purpose, including but not limited to with respect to Employee's vesting and exercise of his outstanding stock options and restricted stock units, which will be governed as set forth in Subsection (1)(d).
- (d) Stock Options. Employee's outstanding stock options and restricted stock units (the "Outstanding Stock Awards") will continue to be governed by the terms of the 2009 Stock Incentive Plan ("2009 Plan") and the 2015 Equity Incentive Plan ("2015 Plan" and together with the 2009 Plan, the "Plans"), as applicable, and any applicable stock option agreement or restricted stock unit agreement except that, notwithstanding anything to the contrary in the Plans or any applicable stock option agreement or restricted stock unit agreement (i) the vesting and exercisability (if applicable) of all unvested Outstanding Stock Awards granted under the Plans that are held by Employee as of the Separation Date will become vested and exercisable (if applicable) on the Separation Date to the extent of the number of Outstanding Stock Awards that would have vested and become exercisable (if applicable), if Employee had remained employed by Aduro for an additional six (6) months (September 1, 2018), (ii) except as set forth in sub clause (i) all vesting with respect to all other Outstanding Stock Awards will cease as of the Separation Date, (iii) the time in which Employee may exercise his options under the Plans, or applicable stock option agreement will be measured from the Separation Date and (iv) Employee acknowledges that he will not be entitled to any further vesting in the event he continues to work with Aduro in any capacity after the Separation Date, and that his time period to exercise his options will be triggered from the Separation Date.

- (e) Bonus Payment. Aduro agrees that Employee will be eligible for his bonus for the period of January 1, 2017 to December 31, 2017, as calculated under the policies of Aduro. This payment will be subject to all applicable deductions required by federal, state and local law. The net amount will be paid to Employee in a lump sum on or before that date that bonuses are paid to other employees.
- (f) Other Compensation Or Benefits. Employee acknowledges that, except as expressly provided in this Agreement, Employee has not earned and will not receive from Aduro any additional compensation (including base salary, bonus, incentive compensation, or equity), severance, or benefits before or after the Separation Date, with the exception of any vested right Employee may have under the express terms of a written ERISA-qualified retirement plan (e.g., 401(k) plan account).
- (g) Resolution of Pending Disputes. Employee acknowledges and agrees that the consideration set forth herein is consideration for settlement of all disputes between Employee and Aduro and fully resolves all disputes between Employee and Aduro, if any, arising from Employee's employment with Aduro.
- (h) Conditions. Employee agrees that his full compliance in all respects with each and every term of this Agreement is an express condition to Aduro's obligation to make the payments and provide the consideration pursuant to this Section 1.

2. **No Further Consideration.** Except as set forth in this Agreement, Employee agrees that he is not entitled to and will not seek any payment, benefit or other consideration, including any claim for costs or attorneys' fees, from or against Aduro or any Releasee, as that term is defined below.

3. **Exemption from Application under Section 409A.** All payments under the Agreement will be subject to applicable withholding (in amounts determined by Aduro) for federal, state and local taxes. The Agreement is not intended to constitute a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Internal Revenue Code ("Code"). All benefits provided under the Agreement are intended to satisfy the requirements for an exemption from application of Section 409A of the Code to the maximum extent that an exemption is available and any ambiguities herein shall be interpreted accordingly. The Separation Date is Employee's Code Section 409A "separation from service" with Aduro. While it is intended that all payments and benefits provided under this Agreement will be exempt from or comply with Code Section 409A, Aduro makes no representation or covenant to ensure that the payments under this Agreement are exempt from or compliant with Code Section 409A. Aduro will have no liability to Employee or any other party if a payment or benefit under this Plan is challenged by any taxing authority or is ultimately determined not to be exempt or compliant. Employee further understands and agrees that he will be entirely responsible for any and all taxes imposed on him as a result of on any benefits payable to him under this Agreement.

4. Complete Waiver and Release by Employee.

- (a) Release: In exchange for the consideration provided for in this Agreement, the adequacy of which Employee hereby acknowledges, Employee irrevocably and unconditionally releases all claims described below that Employee may have against the following persons or entities (the "Releasees"): Aduro, all of Aduro's related or affiliated organizations, including all of Aduro's and its related or affiliated entities and each organizations' predecessors and successors; and, with respect to each such entity, all of its past and present directors, officer, partners, principals, employees, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries and insurers of such programs) and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this Subsection.
- (b) Claims Released: The claims released include all claims, promises, offers, debts, causes of action or similar rights of any type or nature Employee has or had against Releasees, including but not limited to those which in any way relate to Employee's employment with Aduro or the separation of Employee's employment. This includes (but is not limited to) a release and waiver of any common law contract or tort claims, the Fair Labor Standards Act and any state or local wage and hour laws, or other claims that may have arisen under any federal, state, or local anti-discrimination statutes or laws, such as the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; § 1981 of the Civil Rights Act of 1866 and Executive Order 11246; the Fair Labor Standards Act; the Employee Retirement and Income Security Act; the Americans with Disabilities Act, 42 U.S.C. § 1981; the Family and Medical Leave Act; the California Family Rights Act; the California Labor Code; the California Civil Code; the California Constitution; and any and all other laws and regulations relating to employment termination, employment discrimination, whistleblowing, harassment or retaliation, claims for wages, hours, benefits, compensation, and any and all claims for attorneys' fees and costs, inasmuch as is permissible by law and by the respective governmental enforcement agencies for the above-listed laws.
- (c) Waiver of Known and Unknown Claims: Employee hereby expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the California Civil Code ("Section 1542") and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release of Aduro, Employee expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims that Employee does not know or suspect to exist at the time of Employee's execution of this Agreement, and that all such claims are released by this Agreement.

- (d) Claims Not Included: This Agreement does not waive rights or claims under federal or state law that Employee cannot, as a matter of law, waive by private agreement, including without limitation any right of indemnification under Labor Code Section 2802 and any right to accrued benefits. Additionally, nothing in this Agreement precludes Employee from filing a charge or complaint with or participating in any investigation or proceeding before the Equal Employment Opportunity Commission, National Labor Relations Board, or the California Department of Fair Employment and Housing. However, while Employee may file a charge and participate in any proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, or the California Department of Fair Employment and Housing, by signing this Agreement, Employee waives his right to bring a lawsuit against the Released Parties (or any of them) and waives his right to any individual monetary recovery in any action or lawsuit initiated by the Equal Employment Opportunity Commission, National Labor Relations Board, or the California Department of Fair Employment and Housing.

Furthermore, nothing in this Agreement prohibits Employee from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Employee does not need the prior authorization of Aduro to make any such reports or disclosures and Employee is not required to notify Aduro that Employee has made such reports or disclosures.

- (e) Waiver of Age Claims: By signing this Agreement, Employee acknowledges that: he has carefully read and understands this Agreement; he has been given at least twenty-one (21) days to consider his rights and obligations under this Agreement; he has been and hereby is advised to consult with an attorney before signing this release; prior to signing this Agreement, Employee has had the opportunity to consult with counsel of his choice concerning the terms and conditions of this Agreement and has done so or voluntarily chosen not to do so; he understands that this Agreement is legally binding and by signing it he gives up certain rights; he has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it; he knowingly and voluntarily releases Aduro from any and all claims he may have, known or unknown, in exchange for the payments obtained by signing this Agreement, and acknowledges that these payments are in addition to any payment he would have otherwise received if he did not sign this Release; he understands that the release

in this Agreement includes a waiver and release of all claims he may have under the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act; and he understands that this Agreement does not waive any rights or claims that may arise under the ADEA or the OWBPA after this Agreement is signed and becomes effective, which is eight (8) days after Employee executes the Agreement ("Effective Date"). Employee knowingly and voluntarily waives the remainder of the twenty-one (21) day consideration period, if any, following the date he signs this Agreement below. Employee has not been asked by Aduro to shorten his time-period for consideration of whether to sign this Agreement. Aduro has not threatened to withdraw or alter the benefit due to Employee prior to the expiration of the 21-day consideration period nor has Aduro provided different terms to Employee because he has decided to sign this Agreement prior to the expiration of the 21-day consideration period.

5. **Further Claims.** Employee represents and acknowledges that he has not and will not file any charges or lawsuit against any of the Releasees based on events occurring prior to the date of execution of this Agreement with any state or federal administrative agency or court, and shall immediately dismiss any such existing claims or lawsuit, if any. If any administrative agency or court assumes jurisdiction of any charge, complaint, cause of action or claim covered by this Agreement against Aduro or any other Releasee on Employee's behalf, Employee will take such actions to ensure that such agency or court withdraws from and/or dismisses the matter with prejudice as it relates to Employee, including but not limited to, requesting such action by such agency or court.
6. **No Liability Admitted.** Employee understands and agrees that this Agreement and the payments and benefits described in this Agreement do not constitute an admission by Aduro or any Released Party, or any of their present or former officers, directors, members, employees, consultants, representatives, independent contractors or related entities, of any liability to Employee or wrongdoing whatsoever and that this Agreement is not admissible as evidence in any proceeding other than for enforcement of its provisions.
7. **Continued Obligations Pursuant To Proprietary Information and Inventions Agreement.** Employee has previously signed a Proprietary Information and Inventions Agreement ("PIIA") with respect to this employment with Aduro. The PIIA is appended to this Agreement as **Appendix A**, and its terms are incorporated herein and shall apply to the Consulting Period. Employee understands and affirms that he is bound by certain terms of the PIIA, as stated in the PIIA, after his employment ends. Among other obligations, but not limited to them, Employee acknowledges and agrees that he has received or has had access to confidential and/or proprietary information of Aduro and third parties, and that he has a continuing obligations to keep such information confidential.

Defend Trade Secrets Act Notice: Pursuant to 18 U.S.C. 1833(b), an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the

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

8. **Return of Aduro Property.** Employee agrees that except as otherwise agreed by the parties in writing, he has returned all Aduro property and has not kept copies of any other Aduro materials, whether in hard or electronic form, including, but not limited to all files, memoranda, documents, marketing materials, records (and copies of the foregoing), credit cards, keys, hardware (including external hard drives, flash drives, and any related materials) and any other property of Aduro in Employee's possession.
9. **No Obligation as to Future Employment.** Employee understands that Employee's employment with Aduro will terminate as of the Separation Date, and Employee has no right to future employment after that date. Employee agrees that, if he applies and/or is reemployed or engaged to work, Aduro or its parent, subsidiary or affiliated entity shall have the right to reject such application and/or terminate the employment or engagement and that such rejection or termination shall not form the basis for any retaliation or other claim by Employee.
10. **No Disparagement.** Employee agrees that he will not orally or in writing criticize, disparage, defame, or otherwise undermine the reputation of Aduro or its directors, officers, employees, agents or principals, in any private or public forum, including but not limited to meetings, newspapers, television, radio, or the internet or other internet feature such as a blog or comment in any negative way upon the business operations, products, services, practices, procedures or policies of Aduro; provided, however, that nothing in this Agreement will prohibit Employee from: (1) complying with any valid subpoena or court order; or (2) initiating or cooperating with any investigation conducted by a law enforcement or other governmental agency, including as set forth under Subsection 4(d) of this Agreement.
11. **Agreement and Terms to be Kept Confidential.** Employee agrees not to disclose the terms, amount or existence of this Agreement to anyone other than a member of his immediate family or a professional representative of Employee (including, but not limited to, his attorney, accountant, or tax preparer) and, even as to such a person, only if the person is informed of and agrees to honor this confidentiality requirement. Employee further represents and warrants that he has not disclosed the fact, terms or amount of this Agreement to anyone except for the individuals listed in this Section 11. This Section 11 will not prohibit disclosure of the terms, amount or existence of this Agreement to the extent necessary legally to enforce this Agreement or to the extent otherwise legally required. The foregoing shall not apply if Aduro is required to file the Agreement as part of its disclosure obligations.

12. **Remedies for Violations of Sections 10 or 11.** Employee agrees that breach of Sections 10 or 11 will constitute a material breach of this Agreement and Aduro shall be entitled to discontinue any continuing benefits owing under the Agreement in the event of a breach, in addition to all other available contractual remedies. Employee further agrees that it will be impractical to calculate the exact or actual amount of damages resulting from said breach. In the event that Employee does not comply with any provision of Sections 10 or 11, Employee will owe Employer \$1,000 as liquidated damages per violation or breach, in addition to any other remedies in this Section. Employee agrees that this sum is agreed upon as compensation for the injuries suffered as a result of a breach of this Section, is not unreasonable and is not a penalty.
13. **Representations.** Employee represents and acknowledges that Employee has received all the leave and leave benefits and protections for which Employee is eligible pursuant to the Family and Medical Leave Act, the California Family Rights Act, or otherwise, and have not sustained any workplace injury of any kind during Employee's employment with Aduro, he does not intend to file any claim or seek any benefits of any kind under workers' compensation.
14. **Binding Nature of Agreement.** This Agreement shall be binding on Employee's heirs, legal representatives, administrators, executors, and assigns, and shall inure to the benefit of the Released Parties and their heirs, legal representatives, administrators, executors, and assigns.
15. **No Assignment.** Employee's rights, duties or obligations under this Agreement may not be assigned, delegated or transferred.
16. **Interpretation.** This Agreement will be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. Unless the context indicates otherwise, the term "or" will be deemed to include the term "and" and the singular or plural number will be deemed to include the other. Section headings used in this Agreement are intended solely for convenience of reference and will not be used in the interpretation of any of this Agreement.
17. **Law Governing.** This Agreement shall be governed by and construed under the laws of the State of California excluding its choice of laws principles, which are deemed inapplicable.
18. **Entire Agreement.** This Agreement comprises the entire agreement between the parties regarding the matters contained herein. This Agreement has been entered into by Employee with a full understanding of its terms, with an opportunity to consult with counsel and without inducement or duress. Employee acknowledges that no promise or agreement not expressed in this Agreement has been made to Employee. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. This Agreement may not be changed orally. This Agreement supersedes any prior or contemporaneous agreement, arrangement or understanding on its subject matter.

19. **Severability.** Should any clause or provision of this Agreement be declared illegal or unenforceable, it shall be modified as minimally necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect, provided, however, that if the deletion of such provision materially affects the operation of the release by Employee of all claims against Aduro and/or the Releasees, there shall be no obligation for Aduro to make any payment to Employee under this Agreement and any payment already made by Aduro to Employee in accordance with this Agreement shall be fully recoverable by Aduro from Employee.
20. **Revocation.** Employee understands that if he signs this Agreement, he can change his mind and revoke it within seven (7) days after signing it by returning it with written revocation notice to Nancy Kaplan via email at nkaplan@aduro.com. Employee understands that the release and waiver set forth in this Agreement will not be effective until after this seven-day period has expired, and Employee will receive no benefits prior to the eighth day after he signs this Agreement.
21. **Acknowledgements and Warranties.** Employee warrants that he is fully competent to enter into this Agreement and that he does so knowingly and voluntarily. Employee acknowledges that he has carefully read and understands this Agreement, that this Agreement is legally binding, and that he has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it. Employee further acknowledges that he has the right to discuss this Agreement with independent counsel of his choice, and that he is encouraged to do so. Employee further acknowledges that he has had a full and fair opportunity to consult with an attorney prior to executing this Agreement, that he has in fact done so, that he has read and understands this Agreement, and that the Agreement is not a product of fraud, duress, or undue influence.

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

To accept this offer and state your intention to be bound by the terms of this Agreement, Employee must sign and return this letter to Nancy Kaplan no earlier than March 1, 2018 and no later than March 9, 2018. If Employee does not return this letter, signed, on or before that date, this offer will lapse and may no longer be accepted by Employee.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

Acknowledged and Agreed:

GREGORY W. SCHAFER

/s/ Gregory W. Schafer

Signature

3/1/2018

Date

ADURO BIOTECH, INC.

/s/ Jennifer Lew

Signature

3/1/2018

Date

APPENDIX A
PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

Subsidiaries of Registrant

<u>Name of Subsidiary</u>	<u>Jurisdiction of Incorporation</u>
• Aduro GVAX, Inc.	Delaware
• Aduro International (Bermuda) Ltd.	Bermuda
• Aduro Netherlands Cooperatief UA	Netherlands
• Aduro Biotech Holdings Europe B.V.	Netherlands
• Aduro Biotech, Europe B.V.	Netherlands

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-203508, 333-210016, and 333-216373 on Form S-8, and Registration Statement Nos. 333-211063, 333-219639, and 333-219640 on Form S-3 of our report dated March 1, 2018, relating to the consolidated financial statements of Aduro Biotech, Inc. and subsidiaries (the “Company”) appearing in this Annual Report on Form 10-K of the Company for the year ended December 31, 2017.

/s/ DELOITTE & TOUCHE LLP

San Francisco, California
March 1, 2018

**Certification of the Principal Executive Officer
Pursuant to
Securities Exchange Act Rules 13A-14(A) and 15D-14(A)**

I, Stephen T. Isaacs, certify that:

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

Date: March 1, 2018

/s/ Stephen T. Isaacs

Stephen T. Isaacs

Chairman, President and Principal Executive Officer

**Certification of Principal Financial Officer
Pursuant to
Securities Exchange Act Rules 13A-14(A) and 15D-14(A)**

I, Jennifer Lew, certify that:

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

Date: March 1, 2018

/s/ Jennifer Lew

Jennifer Lew

Chief Financial Officer

**Certification Pursuant to
18 U.S.C. Section 1350,
As Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Aduro Biotech, Inc. (the “Company”) on Form 10-K for the year ended December 31, 2017 (the “Report”), Stephen T. Isaacs, Chairman, President and Principal Executive Officer of the Company, and Jennifer Lew, Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 1, 2018

/s/ Stephen T. Isaacs

Stephen T. Isaacs

Chairman, President and Principal Executive Officer

/s/ Jennifer Lew

Jennifer Lew

Chief Financial Officer

This certification accompanies the Form 10-K to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Aduro Biotech, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing.