

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

**FORM 8-K**

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

**Date of Report (Date of earliest event reported): May 18, 2023**

**Athira Pharma, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-39503**  
(Commission  
File Number)

**45-3368487**  
(IRS Employer  
Identification No.)

**18706 North Creek Parkway, Suite 104  
Bothell, WA 98011**  
(Address of principal executive offices, including zip code)

**(425) 620-8501**  
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	ATHA	The Nasdaq Stock Market LLC (The Nasdaq Global Select Market)

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

Emerging Growth Company

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

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On May 22, 2023, Athira Pharma, Inc. (the “Company”) announced that Glenna Milesen, the Company’s Chief Financial Officer, resigned from her position as Chief Financial Officer on May 18, 2023 effective immediately. In connection with Ms. Milesen stepping down as the Company’s Chief Financial Officer, the Company’s board of directors (the “Board”) appointed Andrew Gengos as the Company’s Chief Financial Officer and Chief Business Officer, effective May 18, 2023.

*Appointment of Chief Financial Officer and Chief Business Officer*

Mr. Gengos, age 58, served as the Chief Business Officer of Cyteir Therapeutics, Inc., a clinical-stage biopharmaceutical company, from February 2020 until February 2023. He served in various roles at AOBiome Therapeutics, a biotechnology company, from January 2019 to December 2019, including most recently as Chief Business Officer and Chief Financial Officer from March 2019 to December 2019. Mr. Gengos also served as the Chief Operating Officer and Head of Corporate Development of Synlogic, Inc., a biotechnology company, from October 2017 to January 2019. He currently serves on the board of directors of Turn Therapeutics, a biotechnology company. Mr. Gengos received a B.S. in Chemical Engineering from the Massachusetts Institute of Technology and an MBA from the University of California Los Angeles, Anderson School of Business.

In connection with Mr. Gengos’ appointment as Chief Financial Officer and Chief Business Officer, the Company entered into an employment offer letter with Mr. Gengos (the “Gengos Offer Letter”), effective as of May 18, 2023. Mr. Gengos’ annual base salary will be \$465,000, subject to review and adjustment by the Company from time to time. Mr. Gengos will be eligible to receive an annual discretionary performance bonus in an amount up to 40% of his base salary. For the 2023 calendar year, the annual discretionary performance bonus will be prorated for the portion of the fiscal year Mr. Gengos is employed by the Company. Mr. Gengos is also entitled to participate in all employee benefit plans or programs of the Company generally available to any of its employees. Under the Gengos Offer Letter, Mr. Gengos is eligible to receive restricted stock units under the Company’s 2020 Equity Incentive Plan covering 10,000 shares of the Company’s common stock for his service as Chief Financial Officer and Chief Business Officer (the “RSUs”). The RSUs will vest upon two milestones: one half will vest upon completion of enrollment of the Company’s LIFT clinical trial, as determined by the Board’s Compensation Committee, and one half will vest upon public readout of LIFT, in each case subject to Mr. Gengos’ continuing eligibility. Mr. Gengos is also eligible to receive an option to purchase 400,000 shares of the Company’s common stock under the 2020 Equity Incentive Plan at a price per share equal to the fair market value per share on the date of grant, as determined by the Board or its Compensation Committee (the “Option”). One-third (1/3) of the shares subject to the Option shall vest on May 18, 2024 and the remaining shares subject to the Option shall vest monthly over the next 36 months as follows: one-third (1/3) of the shares subject to the Option shall vest in equal monthly amounts over the next 12 months, one-sixth (1/6) of the shares subject to the Option shall vest in equal monthly amounts over the subsequent 12 months, and the remaining one-sixth (1/6) of the shares subject to the Option shall vest in equal monthly amounts over the final 12 months, in each case subject to Mr. Gengos’ continuing eligibility.

In addition, the Company entered into a Change in Control and Severance Agreement with Mr. Gengos (the “Gengos Change in Control Agreement”), effective as of May 18, 2023. Pursuant to the terms of the Gengos Change in Control Agreement, if the employment of Mr. Gengos is terminated outside the period beginning one month prior to the date of a change in control and ending 12 months following that change in control (the “Change in Control Period”) either (1) by Athira without “cause” (excluding by reason of death or disability) or (2) by Mr. Gengos for “good reason” (as such terms are defined in the Gengos Change in Control Agreement), Mr. Gengos will receive the following payments and benefits, subject to his timely signing and not revoking a release of claims in Athira’s favor:

- a lump-sum payment equal to 75% of Mr. Gengos’ annual base salary as in effect immediately prior to such termination (or if such termination is due to a resignation for good reason based on a material reduction in base salary, then as in effect immediately prior to the reduction), or 100% if such termination or resignation for good reason occurs before the first anniversary of the effective date of the Gengos Change in Control Agreement; and
- payment of premiums for coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), for Mr. Gengos and any eligible dependents for up to 9 months, unless they become covered under similar plans or are no longer eligible for continuation coverage under COBRA.

If, the employment of Mr. Gengos is terminated during the Change in Control Period either (1) by Athira without “cause” (excluding by reason of death or disability) or (2) by Mr. Gengos for “good reason”, Mr. Gengos will receive the following benefits, subject to his timely signing and not revoking a release of claims in Athira’s favor:

- a lump-sum payment equal to 100% of Mr. Gengos' annual base salary as in effect immediately prior to such termination (or if such termination is due to a resignation for good reason based on a material reduction in base salary, then as in effect immediately prior to the reduction) or, if greater, as in effect immediately prior to the change in control;
- a lump-sum payment equal to 100% of Mr. Gengos' target annual bonus as in effect for the fiscal year in which such termination occurs or, if greater, as in effect immediately prior to the change in control;
- payment of premiums for coverage under COBRA for Mr. Gengos and any eligible dependents for up to 12 months, unless they become covered under similar plans or are no longer eligible for continuation coverage under COBRA; and
- 100% accelerated vesting of all Athira equity awards with service-based vesting (but that are not subject to performance-based vesting) that are outstanding and unvested as of the date of the qualifying termination.

If any of the amounts provided for under the Gengos Change in Control Agreement would constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code and could be subject to the related excise tax, Mr. Gengos would be entitled to receive either full payment of benefits or such lesser amount which would result in no portion of the benefits being subject to the excise tax, whichever results in the greater amount of after-tax benefits. The Gengos Change in Control Agreement does not require Athira to provide any tax gross-up payments.

Pursuant to the terms of the Gengos Change in Control Agreement, "cause" generally means Mr. Gengos': indictment or conviction of any felony or any crime involving dishonesty or moral turpitude; participation in any fraud against the Company or other dishonesty which is not the result of an innocent or inadvertent mistake by Mr. Gengos with respect to the Company; willful violation of Mr. Gengos' obligations to the Company after there has been delivered a written demand for performance from the board of directors; continued violation or breach of any material written Company policy, agreement with the Company, or any statutory or fiduciary duty to the Company after the Company has delivered a written notification of such violation or breach; or damaging or misappropriating or attempting to damage or misappropriate any of the Company's property, including intellectual property.

Pursuant to the terms of the Gengos Change in Control Agreement, "good reason" generally means Mr. Gengos' termination of employment with the Company within 30 days following the end of a Company cure period as a result of the occurrence of any of the following without Mr. Gengos' written consent: (a) a material reduction in Mr. Gengos' duties or responsibilities that is inconsistent with his position, provided that a mere change of title alone shall not constitute such a material reduction; (b) the requirement that Mr. Gengos change his principal office to a facility that increases Mr. Gengos' commute by more than forty (40) miles from his commute to the location at which Mr. Gengos was employed prior to such change; or (c) a material reduction in Mr. Gengos' base salary or a material reduction in his employee benefits to which Mr. Gengos is entitled immediately prior to such reduction (other than (x) in connection with a general decrease in the annual base salary or employee benefits of all similarly situated employees, and (y) following the change in control, to the extent necessary to make Mr. Gengos' annual base salary or employee benefits commensurate with those of other employees of the Company or its successor entity or parent entity who are similarly situated with Mr. Gengos following such change in control).

The foregoing descriptions of the Gengos Offer Letter and Gengos Change in Control Agreement are only summaries of their material terms and do not purport to be complete. They are qualified in their entirety by the full text of such agreements, which are attached as Exhibit 10.1 and 10.2 and incorporated herein by reference.

In addition, the Company entered into the Company's standard form of indemnification agreement with Mr. Gengos. There are no arrangements or understandings between Mr. Gengos and any other persons pursuant to which he was appointed as Chief Financial Officer and Chief Business Officer of the Company. There are also no family relationships between Mr. Gengos and any director or executive officer of the Company and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

#### Resignation of Chief Financial Officer

In connection with Ms. Milesen's resignation and the transition of her Chief Financial Officer duties to Mr. Gengos, the Company and Ms. Milesen entered into a transition agreement and release (the "Transition Agreement"), effective as of May 18, 2023 (the "Transition Date") providing that Ms. Milesen will continue employment with the Company on a transitional, at-will basis from the Transition Date until her retirement date, which, at the latest, will occur on June 16, 2023 (the "Transition Period"). During the Transition Period, Ms. Milesen will continue to serve as a full-time employee and receive her regular base salary as in effect on the Transition Date and will be eligible to participate in then-available Company benefit plans at the same level as she would have been eligible to participate in such plans immediately prior to the start of the Transition Period, subject to the terms and conditions, including eligibility requirements, of such plans (collectively, the "Transition Benefits").

In addition, the Company and Ms. Mileson expect to enter into a consulting agreement effective as of the final day of the Transition Period (the “Consulting Agreement”). Execution of the Consulting Agreement is contingent upon Ms. Mileson executing and not revoking a supplemental release agreement in a form agreed with the Company. The Consulting Agreement provides that Ms. Mileson will have the opportunity to serve as an independent contractor to perform consulting services for the Company, including certain transitional assistance to the Company with respect to the transition of her duties and responsibilities as the former Chief Financial Officer of the Company and will perform such other duties and responsibilities as the Company shall from time to time request (the “Consulting Services”). In exchange for the Consulting Services, Ms. Mileson would receive (i) a monthly fee of \$3,500 for up to a maximum of 10 hours per month and (ii) for any hours above 10 hours per month, such amount as mutually agreed upon by the Company and Ms. Mileson as part of a separate statement of work. Ms. Mileson will be eligible for continued vesting under her outstanding equity awards while Ms. Mileson continues to provide services to the Company.

The Transition Agreement provides for certain customary confidentiality, non-solicitation, non-competition, non-disparagement and nondisclosure of the trade secrets and confidential and proprietary information covenants.

The foregoing description of the Transition Agreement is only a summary of its material terms and does not purport to be complete. The summary is qualified in its entirety by the full text of such agreement, which is attached as Exhibit 10.3 and incorporated herein by reference.

A copy of the press release announcing the appointment of Mr. Gengos as Chief Financial Officer and Chief Business Officer and the transition and retirement of Ms. Mileson is attached as Exhibit 99.1 and is incorporated herein by reference.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

On May 18, 2023, the Company held its 2023 Annual Meeting of Stockholders (the “Annual Meeting”). The Company had 37,944,190 shares of common stock outstanding on March 22, 2023, the record date for the Annual Meeting. At the Annual Meeting, 26,763,628 shares of the Company’s common stock, or approximately 70.5% of the total shares entitled to vote, were present in person or by proxy.

The following sets forth the final results of the voting at the Annual Meeting, as certified by a representative of C.T. Hagberg, LLC, the independent inspector of elections for the Annual Meeting. The proposals considered at the Annual Meeting are described in more detail in the Company’s definitive proxy statement filed with the United States Securities and Exchange Commission (the “SEC”) on April 5, 2023.

Proposal No. 1 – Election of Class III Directors

The stockholders elected the two candidates nominated by the Company’s Board of Directors (the “Board”) to serve as directors of the Company until the annual meeting of stockholders to be held in 2026 or until their successors are elected and qualified. The following sets forth the results of the voting with respect to each candidate:

<u>Nominees of the Board</u>	<u>For</u>	<u>Withhold</u>	<u>Broker Non-Votes</u>
Kelly A. Romano	13,993,414	3,466,402	9,303,812
James A. Johnson	14,519,313	2,940,503	9,303,812

Proposal No. 2 – Ratification of Appointment of Independent Registered Public Accounting Firm

The stockholders ratified the selection of Ernst & Young LLP as the Company’s independent registered public accounting firm for the Company’s fiscal year ending December 31, 2023. The following sets forth the results of the voting with respect to this proposal:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
26,704,561	39,131	19,936	0

### Item 8.01 Other Events

On May 18, 2023, the Board approved the following changes with respect to the composition of the Board committees: (i) the Board appointed Grant Pickering as a member of the Audit Committee of the Board (the “Audit Committee”) and Kelly Romano stepped down as a member of the Audit Committee; (ii) the Board appointed Ms. Romano as Chairperson and Michael Panzara as a member of the Nominating and Corporate Governance Committee of the Board (the “Nominating Committee”) and John Fluke stepped down as a member of the Nominating Committee; and (iii) Joseph Edelman stepped down as a member of the Compensation Committee of the Board (the “Compensation Committee”).

As a result, the composition of the standing committees of the Board are as follows, effective May 18, 2023:

- The Audit Committee consists of James A. Johnson (Chairperson), John M. Fluke, and Grant Pickering.
- The Nominating Committee consists of Kelly Romano (Chairperson), Joseph Edelman, Barbara Kosacz, and Michael Panzara.
- The Compensation Committee consists of Barbara Kosacz (Chairperson), James A. Johnson, and Grant Pickering.

### Item 9.01 Financial Statements and Exhibits.

#### (d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Employment Offer Letter between the Company and Andrew Gengos, dated as of May 18, 2023.</a>
10.2	<a href="#">Change in Control and Severance Agreement between the Company and Andrew Gengos, dated as of May 18, 2023.</a>
10.3	<a href="#">Transition Services Agreement between the Company and Glenna Mileson, dated as of May 18, 2023.</a>
99.1	<a href="#">Press release dated May 22, 2023.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

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

**Athira Pharma, Inc.**

Date: May 22, 2023

By: /s/ Mark Litton  
Mark Litton  
President and Chief Executive Officer



18706 NORTH CREEK PARKWAY  
SUITE 104  
BOTHELL, WA 98011

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May 18, 2023

Andrew Gengos

[Address]

[Email]

Dear Andrew:

We are pleased to offer you a position with Athira Pharma, Inc. (the "Company"). If you decide to join us, you will become part of a fast-paced and dedicated team that works together to accelerate the development of life changing therapeutics.

Effective as of Thursday, May 18, 2023, you will serve as Chief Financial Officer/Chief Business Officer and will report to the Company's Chief Executive Officer. You will perform the duties and responsibilities customary for such position and such other related duties as are reasonably assigned by the Company's Chief Executive Officer. By accepting this offer, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

You will perform your duties from Massachusetts but will travel to Company's corporate offices located in Bothell, Washington as reasonably required by the Company and necessary to perform your job duties. You will be reimbursed for reasonable approved expenses incurred during the course of business, including travel.

If you decide to join us, your full-time annual base salary will be \$465,000.00 which will be payable, less any applicable withholdings, in accordance with the Company's normal payroll practices. Your annual base salary will be subject to review and adjustment by the Company from time to time.

You will first be eligible for an annual discretionary performance bonus for the 2023 calendar year, which will be payable in 2024. The annual discretionary performance bonus will be in an amount up to 40% of your base salary. Your 2023 annual bonus will be prorated for the portion of the fiscal year you were employed by the Company (beginning with your employment start date). You will also be eligible to participate in other discretionary bonus plans and programs established by the Company for its employees from time to time, subject to the applicable terms and conditions thereof, including without limitation any eligibility requirements. Unless determined otherwise by the Company, any bonus will be subject to your continued employment through and until the date of payment and will be subject to any applicable withholdings. Any bonus and the applicable terms and conditions thereof may be adjusted from time to time by the Company in its sole discretion.

As an employee, you are also eligible to receive certain employee benefits in accordance with the terms and conditions of the applicable Company benefit plans and policies, as may be in place from time to time. Notwithstanding anything else in this letter, you should note that Company may modify your salaries and benefits from time to time as it deems necessary and upon prior written notice to you.

In addition, if you decide to join us, it will be recommended during a meeting of the Company's Board of Directors (or of its Compensation Committee) that the Company grant you an option to purchase 400,000 shares of the Company's Common Stock at a price per share equal to the fair market value per share of the Common Stock on the date of grant, as determined by the Company's Board of Directors. One-third (1/3) of the Shares subject to the option shall vest 12 months after the date your vesting begins, no shares shall vest before such date, and no rights to any vesting shall be earned or accrued prior to such date. The remaining shares shall vest monthly over the next 36 months as follows: one-third (1/3) of the Shares subject to the option shall vest in equal monthly amounts over the next 12 months, one-sixth (1/6) of the Shares subject to the option shall vest in equal monthly amounts over the subsequent 12 months, and the remaining one-sixth (1/6) of the Shares subject to the option shall vest in equal monthly amounts over the final 12 months, in each case subject to your continuing eligibility. This option grant shall be subject to the terms and conditions of the Company's 2020 Equity Incentive Plan and Stock Option Agreement, including vesting requirements. No right to any stock is earned or accrued until such time that vesting occurs, nor does this grant confer any right to continue vesting or employment.

Pending Board or Compensation Committee approval, you will be awarded 10,000 Restricted Stock Units (RSUs) as a one-time special incentive stock grant. These shares will vest upon two specific milestones: One half will vest upon completion of enrollment of LIFT, as determined by the Compensation Committee and one half will vest upon public readout of LIFT, in each case subject to your continuing eligibility. The Company will issue the shares upon achievement of the milestone, net of the number of shares required to sell to cover tax obligations. The RSU award shall be subject to the terms and conditions of the Company's 2020 Equity Incentive Plan and form RSU Agreement. Stock is awarded to provide all of us with an opportunity for equity ownership in the Company to share in our future success.

You will be eligible to enter into a Change in Control and Severance Agreement applicable to you based on your position within the Company, subject to approval of the Board. It will specify benefits you may become entitled to receive in connection with a termination of your employment or a change in control of the Company.

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

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

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





18706 NORTH CREEK PARKWAY  
SUITE 104  
BOTHELL, WA 98011

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting, or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that you will not in any way utilize any such information in performing your duties for the Company.

The Company acknowledges and agrees that, upon prior written approval of the Company's CEO, which approval will not be unreasonably withheld, you may serve as a member of the board of directors of up to two (2) companies that do not compete, directly or indirectly, with the Company, or otherwise create a conflict of interest with your duties, position, or responsibilities with the Company, as determined by the Company in its discretion. Notwithstanding, the Company may withdraw such approval if, in its discretion, a conflict is discovered or were to later arise. Any such outside board service must not otherwise violate the terms and conditions of your Confidentiality Agreement (as defined below).

As a Company employee, you will be expected to abide by Company rules and standards. You will be specifically required to sign an acknowledgment that you have read and understood the Company's employee handbook which outlines the policies applicable to all Company employees, including the prohibition of discrimination on the basis of pregnancy and pregnancy-related conditions and the rights of pregnant employees to receive reasonable accommodation for pregnancy-related conditions pursuant to the Massachusetts Pregnant Workers Fairness Act.

As a condition of your employment, you will also be required to sign and comply with an At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (the "Confidentiality Agreement"), which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of proprietary information. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree to an arbitration in which (i) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (ii) we agree that all disputes between you and the Company shall be fully and finally resolved by binding arbitration, and (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion.

To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below. This letter, along with the Confidentiality Agreement, sets forth the terms of your employment with the Company and supersedes any prior representations or agreements including, but not limited to, any representations made during your interviews or relocation negotiations, whether written or oral. This letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by the Company's President and Chief Executive Officer or his authorized representative.

We look forward to your favorable reply and to working with you at the Company.



18706 NORTH CREEK PARKWAY  
SUITE 104  
BOTHELL, WA 98011

To accept the Company's offer, please sign and date this letter below. This offer of employment will terminate if it is not accepted, signed, and returned to the Company by May 19, 2023.

Sincerely,

/s/ Mark Litton

Mark Litton

Chief Executive Officer

Acknowledged and accepted:

/s/ Andrew Gengos

Andrew Gengos

Enclosures  
Confidentiality Agreement  
Change in Control and Severance Agreement  
Earned Sick Time Notice of Employee Rights  
PFML Workforce Notification  
Notice of Worker's Compensation Insurance  
Information on Employees' Unemployment Insurance Coverage  
Notice of Rights Under the Massachusetts Parental Leave Law  
Fair Employment in Massachusetts

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**Appendix A**

**Section 7 of the Defend Trade Secrets Act of 2016**

“ . . . 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. . . . 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.”

## ATHIRA PHARMA, INC.

## CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Change in Control and Severance Agreement (the “Agreement”) is made by and between Athira Pharma, Inc., a Delaware corporation (the “Company”), and Andrew Gengos (“Executive”), effective as of May 18, 2023 (the “Effective Date”).

This Agreement provides certain protections to Executive in connection with an involuntary termination of Executive’s employment with the Company under the circumstances described in this Agreement, including in connection with a change in control of the Company. Certain capitalized terms used in this Agreement are defined in Section 7 below.

The Company and Executive agree as follows:

1. Term of Agreement. This Agreement will continue indefinitely until terminated by written consent of the parties hereto, or if earlier, upon the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and Executive acknowledge that Executive’s employment is and will continue to be at-will, as defined under applicable law. No payments, benefits, or provisions under this Agreement will confer upon Executive any right to continue Executive’s employment with the Company, nor will they interfere with or limit in any way the right of the Company or Executive to terminate such relationship at any time, with or without cause, to the extent permitted by applicable laws.

3. Severance Benefits.

3.1. Qualifying Termination Outside of the Change in Control Period. In the event of a Qualifying Termination that occurs other than during the Change in Control Period, Executive will receive the following payments and benefits from the Company, subject to the requirements of this Agreement:

(a) Salary Severance. A single, lump sum, cash payment equal to (i) one hundred percent (100%) of Executive’s Salary if the Qualifying Termination occurs on or before the first anniversary of the Effective Date or (ii) seventy-five percent (75%) of Executive’s Salary if the Qualifying Termination occurs after the first anniversary of the Effective Date.

(b) COBRA Severance. Subject to Executive timely electing continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”) and further subject to Section 5.3, Executive will receive Company-paid group health, dental and vision coverage for Executive and any of Executive’s eligible dependents, as applicable (the “COBRA Severance”), following the Qualifying Termination until the earliest of: (i) nine (9) months following the date of the Qualifying Termination, (ii) the date on which Executive and Executive’s eligible dependents (as applicable) become covered under similar plans, or (iii) the expiration of Executive’s (and any of Executive’s eligible dependents’, as applicable) eligibility for continuation coverage under COBRA.

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3.2. Qualifying Termination During the Change in Control Period. In the event of a Qualifying Termination that occurs during the Change in Control Period, Executive will receive the following payments and benefits from the Company, subject to the requirements of this Agreement:

(a) Salary Severance. A single, lump sum, cash payment equal to one hundred percent (100%) of Executive's Salary.

(b) Bonus Severance. A single, lump sum, cash payment equal to one hundred percent (100%) of Executive's Target Bonus.

(c) COBRA Severance. Subject to Executive timely electing continuation coverage under COBRA and further subject to Section 5.3, Executive will receive COBRA Severance until the earliest of: (i) twelve (12) months following the date of the Qualifying Termination, (ii) the date on which Executive and Executive's eligible dependents (as applicable) become covered under similar plans, or (iii) the expiration of Executive's (and any of Executive's eligible dependents, as applicable) eligibility for continuation coverage under COBRA.

(d) Vesting Acceleration of Service-based Awards. Vesting acceleration of one hundred percent (100%) of any Service-based Awards that are outstanding and unvested as of the date of the Qualifying Termination.

For the avoidance of doubt, in the event of Executive's Qualifying Termination that occurs prior to a Change in Control, any then outstanding and unvested portion of Executive's Awards will remain outstanding (and unvested) until the earlier of (x) one (1) month following the Qualifying Termination, or (y) a Change in Control that occurs within one (1) month following the Qualifying Termination, solely so that any benefits due on a Qualifying Termination can be provided if the Qualifying Termination occurs during the Change in Control Period (provided that in no event will Executive's stock option Awards or similar Awards remain outstanding beyond the Award's maximum term to expiration). If no Change in Control occurs within one (1) month following a Qualifying Termination, any unvested portion of Executive's Awards automatically and permanently will be forfeited on the date one (1) month following the date of the Qualifying Termination without having vested.

3.3. Termination Other Than a Qualifying Termination. If the termination of Executive's employment does not constitute a Qualifying Termination, then Executive will not be entitled to receive any severance or other benefits in connection with such termination except for those, if any, as may then be established under the Company's then existing severance and benefits plans or programs.

3.4. Non-duplication of Payment or Benefits. For purposes of clarity, in the event of a Qualifying Termination that occurs during the period within one (1) month prior to a Change in Control, any severance payments and benefits to be provided to Executive under Section 3.2 will be reduced by any amounts that already were provided to Executive under Section 3.1. Notwithstanding any provision of this Agreement to the contrary, if Executive is entitled to any cash severance, continued health coverage benefits, vesting acceleration of any

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Awards, or other severance or separation benefits similar to those provided under this Agreement, by operation of applicable law or under a plan, policy, contract, or arrangement sponsored by or to which the Company is a party other than this Agreement (“Other Benefits”), then the corresponding severance payments and benefits under this Agreement will be reduced by the amount of Other Benefits paid or provided to Executive.

3.5. Death of Executive. In the event of Executive’s death before all payments or benefits Executive is entitled to receive under this Agreement have been provided, the unpaid amounts will be provided to Executive’s designated beneficiary, if living, or otherwise to Executive’s personal representative in accordance with the terms of this Agreement.

4. Accrued Compensation. On any termination of Executive’s employment with the Company, Executive will be entitled to receive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements.

5. Conditions to Receipt of Severance.

5.1. Separation Agreement and Release of Claims. Executive’s receipt of any severance payments or benefits upon a Qualifying Termination under Sections 3.1 and 3.2 is subject to Executive signing and not revoking the Company’s then standard separation agreement and release of claims with the Company (the “Release”), which must become effective and irrevocable no later than the sixtieth (60<sup>th</sup>) day following the date of the Qualifying Termination (the “Release Deadline Date”). If the Release does not become effective and irrevocable by the Release Deadline Date, Executive will forfeit any right to severance payments or benefits under Section 3.

5.2. Payment Timing. Any lump sum cash severance payments under Section 3 relating to salary severance and any bonus severance will be provided to Executive on the first regularly scheduled payroll date of the Company following the date the Release becomes effective and irrevocable, provided that any additional amounts of such cash severance payments that become payable as a result of a Change in Control occurring within one (1) month after Executive’s Qualifying Termination will be paid on the later of (x) the first regularly scheduled payroll date of the Company following the date the Release becomes effective and irrevocable, or (y) the date of the Change in Control, in each case subject to any delay required by Section 5.4 below. Any Service-based Awards that are restricted stock units, performance shares, performance units, and/or similar full value awards (“Full Value Awards”) that accelerate vesting under Section 3.2(d) will be settled, subject to any delay required by Section 5.4 below (or the terms of the Full Value Award agreement or other Company plan, policy, or arrangement governing the settlement timing of the Full Value Award to the extent such terms specifically require any such delay in order to comply with the requirements of Section 409A, as applicable), (a) on a date within ten (10) days following the date the Release becomes effective and irrevocable, or (b) if later, in the event of a Qualifying Termination that occurs prior to a Change in Control, on a date on or before the date of completion of the Change in Control.

5.3. COBRA Severance Limitations. If the Company determines in its sole discretion that it cannot provide the COBRA Severance without potentially violating, or being subject to an excise tax under, applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of such COBRA Severance, subject to any delay required by Section 5.4 below, the Company will provide to Executive a taxable monthly payment payable on the last day of a given month (except as provided below in this Section 5.3), in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's group health coverage in effect on the date of the Qualifying Termination (which amount will be based on the premium rates applicable for the first month of COBRA Severance for Executive and any eligible dependents of Executive) (each, a "COBRA Replacement Payment"), which COBRA Replacement Payments will be made regardless of whether Executive elects COBRA continuation coverage and will end on the earlier of (a) the date upon which Executive obtains other employment, or (b) the date the Company has paid an amount totaling the number of COBRA Replacement Payments equal to the number of months in the applicable COBRA Severance period set forth in clause (i) of Section (b) or Section (c), as applicable. For the avoidance of doubt, the COBRA Replacement Payments may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to any applicable withholdings. Notwithstanding the foregoing, any COBRA Replacement Payments that otherwise would be payable prior to the date that the Release becomes effective and irrevocable shall be paid in a single lump sum on the first regularly scheduled payroll date of the Company following the date the Release becomes effective and irrevocable, and any remaining COBRA Replacement Payments will be paid in accordance with the schedule described further above in this Section 5.3, in each case subject to any delay required by Section 5.4 below). Notwithstanding anything to the contrary under this Agreement, if the Company determines in its sole discretion at any time that it cannot provide the COBRA Replacement Payments without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), Executive will not receive the COBRA Replacement Payments or any further COBRA Severance.

5.4. Section 409A. The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, the requirements of Section 409A so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities and ambiguous terms in this Agreement will be interpreted in accordance with this intent. No payments or benefits to be provided to Executive, if any, under this Agreement or otherwise, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "Deferred Payments") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. To the extent required to be exempt from or comply with Section 409A, references to the termination of Executive's employment or similar phrases used in this Agreement will mean Executive's "separation from service" within the meaning of Section 409A.

(a) Any payments or benefits paid or provided under this Agreement that satisfy the requirements of the "short-term deferral" rule under Treasury Regulations Section 1.409A-1(b)(4), or that qualify as payments made as a result of an involuntary separation from service under Treasury Regulations Section 1.409A-1(b)(9)(iii) that is within the limit set forth thereunder, will not constitute Deferred Payments for purposes of this Section 5.4.

(b) Notwithstanding any provisions to the contrary in this Agreement, if Executive is a “specified employee” within the meaning of Section 409A at the time of Executive’s separation from service (other than due to death), then any payments or benefits under this Agreement that constitute Deferred Payments payable within the first six (6) months after Executive’s separation from service instead will be payable on the date six (6) months and one (1) day after Executive’s separation from service; provided that in the event of Executive’s death within such six (6) month period, any payments delayed by this subsection (b) will be paid to Executive in a lump sum as soon as administratively practicable after the date of Executive’s death. To the extent that Executive is not a specified employee but Executive’s Qualifying Termination occurs at a time during the year whereby the Release Deadline Date will occur in the year immediately following the year in which the Qualifying Termination occurs, then any payments or benefits under this Agreement that constitute Deferred Payments that otherwise would be payable prior to the Release Deadline Date instead will be paid on the first regularly scheduled payroll date of the Company following the Release Deadline Date.

(c) The Company reserves the right to amend this Agreement as it considers necessary or advisable, in its sole discretion and without the consent of Executive or any other individual, to comply with any provision required to avoid the imposition of the additional tax imposed under Section 409A or to otherwise avoid income recognition under Section 409A prior to the actual payment of any benefits or imposition of any additional tax. Each payment, installment, and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Treasury Regulations Section 1.409A-2(b)(2). In no event will Executive have any discretion to choose Executive’s taxable year in which any payments or benefits are provided under this Agreement. In no event will the Company or any parent, subsidiary or other affiliate of the Company have any responsibility, liability or obligation to reimburse, indemnify or hold harmless Executive for any taxes, penalties or interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

## 6. Limitation on Payments.

6.1. Reduction of Severance Benefits. If any payment or benefit that Executive would receive from the Company or any other party whether in connection with the provisions in this Agreement or otherwise (the “Payments”) would (a) constitute a “parachute payment” within the meaning of Section 280G of the Code and (b) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then the Payments will be either delivered in full, or delivered as to such lesser extent that would result in no portion of the Payments being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in Executive’s receipt, on an after-tax basis, of the greatest amount of Payments, notwithstanding that all or some of the Payments may be subject to the Excise Tax. If a reduction in Payments is made in accordance with the immediately preceding sentence, the reduction will occur, with respect to the Payments considered parachute payments within the meaning of Code Section 280G, in the following order: (i) reduction of cash payments in reverse chronological order (that is, the cash payment owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first cash payment to be reduced); (ii) cancellation of equity awards that were granted “contingent on a change in ownership or control” within the meaning of Section 280G of the Code



in the reverse order of date of grant of the equity awards (that is, the most recently granted equity awards will be cancelled first); (iii) reduction of the accelerated vesting of equity awards in the reverse order of date of grant of the equity awards (that is, the vesting of the most recently granted equity awards will be cancelled first); and (iv) reduction of employee benefits in reverse chronological order (that is, the benefit owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first benefit to be reduced). In no event will Executive have any discretion with respect to the ordering of Payment reductions. Executive will be solely responsible for the payment of all personal tax liability that is incurred as a result of the payments and benefits received under this Agreement, and neither the Company nor any parent, subsidiary or other affiliate of the Company have any responsibility, liability or obligation to reimburse, indemnify or hold harmless Executive for any of those payments of personal tax liability.

6.2. Determination of Excise Tax Liability. Unless the Company and Executive otherwise agree in writing, any determinations required under this Section 6 will be made in writing by a nationally recognized accounting or valuation firm (the “Firm”) selected by the Company, whose determinations will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 6, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm reasonably may request in order to make determinations under this Section 6. The Company will bear the costs and make all payments required to be made to the Firm for the Firm’s services that are rendered in connection with any calculations contemplated by this Section 6. The Company will have no liability to Executive for the determinations of the Firm.

7. Definitions. The following terms referred to in this Agreement will have the following meanings:

7.1. “Award” means stock options and other equity awards covering shares of Company common stock granted to Executive.

7.2. “Board” means the Company’s Board of Directors.

7.3. “Cause” means Executive’s: (a) indictment or conviction of any felony or any crime involving dishonesty or moral turpitude; (b) participation in any fraud against the Company or other dishonesty which is not the result of an innocent or inadvertent mistake by Executive with respect to the Company; (c) willful violation of Executive’s obligations to the Company after there has been delivered to Executive a written demand for performance from the Board which describes the basis for the Board’s belief that Executive has not substantially satisfied Executive’s obligations to the Company; (d) continued violation or breach of any material written Company policy, agreement with the Company, or any statutory or fiduciary duty to the Company after there has been delivered to you a written notification of such violation or breach; or (e) damaging or misappropriating or attempting to damage or misappropriate any property, including intellectual property, of the Company.

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7.4. “Change in Control” means the first occurrence of any of the following events on or after the Effective Date:

(a) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (“Person”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection, the acquisition of additional stock by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the stock of the Company will not be considered a Change in Control; provided, further, that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board also will not be considered a Change in Control. Further, if the stockholders of the Company immediately before such change in ownership continue to retain immediately after the change in ownership, in substantially the same proportions as their ownership of shares of the Company’s voting stock immediately prior to the change in ownership, direct or indirect beneficial ownership of fifty percent (50%) or more of the total voting power of the stock of the Company or of the ultimate parent entity of the Company, such event shall not be considered a Change in Control under this subsection (a). For this purpose, indirect beneficial ownership shall include, without limitation, an interest resulting from ownership of the voting securities of one or more corporations or other business entities which own the Company, as the case may be, either directly or through one or more subsidiary corporations or other business entities; or

(b) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the U.S. Securities Exchange Act of 1934, as amended, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection (b), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(c) Change in Ownership of a Substantial Portion of the Company’s Assets. A change in the ownership of a substantial portion of the Company’s assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person or Persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (c), the following will not constitute a change in the ownership of a substantial portion of the Company’s assets: (i) a transfer to an entity that is controlled by the Company’s stockholders immediately after the transfer, or (ii) a transfer of assets by the Company to: (A) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company’s stock, (B) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (C) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company, or (D) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (c)(ii)(C). For purposes of this subsection (c), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

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For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Section 409A. Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (x) its sole purpose is to change the jurisdiction of the Company's incorporation, or (y) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

7.5. "Change in Control Period" means the period beginning on the date one (1) month prior to a Change in Control and ending on (and inclusive of) the date that is the one (1) year anniversary of a Change in Control.

7.6. "Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder will include such section or regulation, any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

7.7. "Confidentiality Agreement" means Executive's At-will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement entered into with the Company dated May 18, 2023.

7.8. "Director" means a member of the Board.

7.9. "Disability" means total and permanent disability as defined in Code Section 22(e)(3).

7.10. "Good Reason" means Executive's termination of Executive's employment with the Company within thirty (30) days following the end of the Company's Cure Period (as defined below) as a result of the occurrence of any of the following without Executive's written consent: (a) a material reduction in Executive's duties or responsibilities that is inconsistent with Executive's position, provided that a mere change of title alone shall not constitute such a material reduction; (b) the requirement that Executive change Executive's principal office to a facility that increases Executive's commute by more than forty (40) miles from Executive's commute to the location at which Executive was employed prior to such change; or (c) a material reduction in Executive's base salary or a material reduction in Executive's employee benefits (e.g., medical, dental, insurance, short- and long-term disability insurance and 401(k) retirement plan benefits, collectively (the "Employee Benefits") to which Executive is entitled immediately prior to such reduction (other than (x) in connection with a general decrease in the annual base salary or Employee Benefits of all similarly situated employees, and (y) following the Change in Control, to the extent necessary to make Executive's annual base salary or Employee Benefits

commensurate with those of other employees of the Company or its successor entity or parent entity who are similarly situated with Executive following such Change in Control); provided, however, that Executive must provide written notice to the Board of the condition that could constitute a “Good Reason” event within ninety (90) days following the initial existence of such condition and such condition must not have been remedied by the Company within thirty (30) days (the “Cure Period”) of such written notice. To the extent Executive’s primary work location is not the Company’s corporate offices due to a shelter-in-place order, quarantine order, or similar work-from-home requirement that applies to Executive, Executive’s primary office location, from which a change in location under the foregoing clause (b) will be measured, will be considered the Company’s office location where Executive’s employment with the Company primarily was based immediately prior to the commencement of such shelter-in-place order, quarantine order, or similar work-from-home requirement.

7.11. “Qualifying Termination” means a termination of Executive’s employment with the Company either (a) by the Company without Cause and other than due to Executive’s death or Disability, or (b) by Executive for Good Reason.

7.12. “Salary” means Executive’s annual base salary in effect immediately prior to Executive’s Qualifying Termination (or, if the termination is due to a resignation for Good Reason based on a material reduction in Executive’s base salary, then Executive’s annual base salary in effect immediately prior to the reduction) or, if Executive’s Qualifying Termination occurs during the Change in Control Period and the amount is greater, Executive’s annual base salary in effect immediately prior to the Change in Control.

7.13. “Section 409A” means Code Section 409A and the Treasury Regulations and guidance thereunder, and any applicable state law equivalent, as each may be promulgated, amended or modified from time to time.

7.14. “Service-based Awards” means Awards that, as of the date of the Qualifying Termination, or in the case of a Qualifying Termination during the Change in Control Period, the later of the date of the Qualifying Termination or immediately prior to the Change in Control, are held by Executive and subject to continued service-based vesting criteria, but not subject to the achievement of any performance-based or other similar vesting criteria.

7.15. “Target Bonus” means Executive’s annual (or annualized, if applicable) target bonus in effect immediately prior to Executive’s Qualifying Termination or, if Executive’s Qualifying Termination occurs during the Change in Control Period and the amount is greater, Executive’s annual (or annualized, if applicable) target bonus in effect immediately prior to the Change in Control.

8. Successors. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors, and legal representatives of Executive upon Executive’s death, and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, “successor” means any person, firm, corporation, or other business entity which at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance, or other disposition of Executive’s right to compensation or other benefits will be null and void.

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## 9. Notice.

9.1. General. All notices and other communications required or permitted under this Agreement will be in writing and will be effectively given (a) upon actual delivery to the party to be notified, (b) upon transmission by email, (c) twenty-four (24) hours after confirmed facsimile transmission, (d) one (1) business day after deposit with a recognized overnight courier, or (e) three (3) business days after deposit with the U.S. Postal Service by first class certified or registered mail, return receipt requested, postage prepaid, addressed: (i) if to Executive, at the address Executive will have most recently furnished to the Company in writing, (ii) if to the Company, at the following address:

Athira Pharma, Inc.  
18706 North Creek Parkway, Suite 104  
Bothell, Washington 98011  
Attention: Chief Executive Officer

9.2. Notice of Termination. Any termination of Executive's employment by the Company for Cause will be communicated by a notice of termination of Executive's employment to Executive, and any termination by Executive for Good Reason will be communicated by a notice of termination to the Company, in each case given in accordance with Section 9.1. The notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the later of (a) the giving of the notice or (b) the end of any applicable cure period).

10. Resignation. The termination of Executive's employment for any reason also will constitute, without any further required action by Executive, Executive's voluntary resignation from all officer and/or director positions held at the Company or any of its subsidiaries or affiliates, and at the Board's request, Executive will execute any documents reasonably necessary to reflect the resignations.

## 11. Miscellaneous Provisions.

11.1. No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any payment be reduced by any earnings that Executive may receive from any other source except as specified in Sections 3.4, 5.4 and 6.

11.2. Waiver; Amendment. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by an authorized officer of the Company (other than Executive) and by Executive. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

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11.3. Headings. Headings are provided herein for convenience only, and will not serve as a basis for interpretation or construction of this Agreement.

11.4. Entire Agreement. This Agreement, together with the Confidentiality Agreement and Executive's confirmatory employment letter agreement with the Company dated May 18, 2023 constitutes the entire agreement of the parties and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter of this Agreement.

11.5. Governing Law. This Agreement will be governed by the laws of the State of Washington but without regard to the conflict of law provision. To the extent that any lawsuit is permitted with respect to any provisions under this Agreement, Executive hereby expressly consents to the personal and exclusive jurisdiction and venue of the state and federal courts located in the State of Washington for any lawsuit filed against Executive by the Company.

11.6. Severability. If any provision of this Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability will not affect the remaining parts of this Agreement, and this Agreement will be construed and enforced as if the invalid, illegal, or unenforceable provision had not been included.

11.7. Withholding. The Company (and any parent, subsidiary or other affiliate of the Company, as applicable) will have the right and authority to deduct from any payments or benefits all applicable federal, state, local, and/or non-U.S. taxes or other required withholdings and payroll deductions ("Withholdings"). Prior to the payment of any amounts or provision of any benefits under this Agreement, the Company (and any parent, subsidiary or other affiliate of the Company, as applicable) is permitted to deduct or withhold, or require Executive to remit to the Company, an amount sufficient to satisfy any applicable Withholdings with respect to such payments and benefits. Neither the Company nor any parent, subsidiary or other affiliate of the Company will have any responsibility, liability or obligation to pay Executive's taxes arising from or relating to any payments or benefits under this Agreement.

11.8. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*[Signature page follows]*

By her, his, or its signature below, each of the parties signifies its acceptance of the terms of this Agreement, in the case of the Company by its duly authorized officer.

**COMPANY**

**ATHIRA PHARMA, INC.**

By: /s/ Mark Litton  
Mark Litton

Title: Chief Executive Officer

Date: May 18, 2023

**EXECUTIVE**

/s/ Andrew Gengos  
Andrew Gengos

Date: May 18, 2023

## TRANSITION AGREEMENT AND RELEASE

This Transition Agreement and Release ("**Agreement**") is made by and between Glenna Mileson ("**Employee**") and Athira Pharma, Inc. (the "**Company**") (collectively referred to as the "**Parties**" or individually referred to as a "**Party**").

WHEREAS, Employee has been employed at-will by the Company as its Chief Financial Officer ("**CFO**");

WHEREAS, Employee signed a confirmatory employment letter on September 8, 2020 (the "**Employment Letter**");

WHEREAS, Employee signed an At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement with the Company on September 8, 2020 (the "**Confidentiality Agreement**");

WHEREAS, the Company previously granted Employee certain equity awards ("**Equity Awards**") covering shares of the Company's common stock ("**Shares**") under the Company's 2020 Equity Incentive Plan (the "**2020 Plan**") and the terms and conditions of the applicable award agreement governing such Equity Awards (collectively the "**Award Documents**"), each of which outstanding Equity Award is set forth in the schedule attached hereto as Exhibit A;

WHEREAS, Employee signed an Indemnity Agreement with the Company, dated September 10, 2020 (the "**Indemnification Agreement**");

WHEREAS, Employee signed a Change in Control and Severance Agreement, dated September 8, 2020 (the "**Change in Control Severance Agreement**");

WHEREAS, Employee has requested to voluntarily resign from employment with the Company and to cease serving as its CFO;

WHEREAS, in connection with her resignation, Employee and the Company have agreed to enter into this Agreement in connection the transition of her role and duties, subject to the terms and conditions herein;

WHEREAS, Employee's employment with the Company will terminate no later than June 16, 2023 (with Employee's actual last day of employment, whether June 16, 2023, or earlier referred to herein as the "**Separation Date**"); and

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Employee may have against the Company and any of the Releasees (as defined below), including, but not limited to, any and all claims arising out of or in any way related to Employee's employment with or separation from the Company;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Employee hereby agree as follows:



## COVENANTS

1. Consideration. In consideration of Employee's execution of this Agreement and Employee's fulfillment of all of its terms and conditions, and provided that Employee does not revoke the Agreement under Section 7 below, the Company agrees as follows:

a. Continued Employment and Transition Period. In consideration of Employee's execution of this Agreement and Employee's fulfillment of all of its terms and conditions, Employee will have the opportunity to continue employment with the Company on a transitional, at-will basis from the Effective Date of this Agreement, until, at the latest, the Separation Date (such period, the "**Transition Period**"). During the Transition Period, Employee will continue to receive her regular base salary and will be eligible to participate in then-available Company benefit plans at the same level as Employee would have been eligible to participate in such plans immediately prior to the start of the Transition Period, subject to the terms and conditions, including eligibility requirements, of such plans. Employee agrees that Employee's role will involve duties related to the winding down and transition of Employee's current role (including, without limitation, being available to answer the Company's questions), in all cases as directed by the Company in its sole discretion (the "**Transition Duties**"). Employee acknowledges and agrees that this Agreement will supersede her Employment Letter and set forth the terms and conditions of her employment following the Effective Date and throughout the Transition Period.

b. Supplemental Release Consideration. Contingent upon Employee executing and not revoking the Supplemental Release Agreement (the "**Supplemental Release**"), discussed under Section 2 below, and provided Employee executes the Consulting Agreement attached hereto as Exhibit B (the "**Consulting Agreement**") no later than the Separation Date, the Company agrees that Employee will have the opportunity to serve as a consultant to the Company in which role she will perform ad hoc and limited consulting services for the Company as an independent contractor (the "**Consulting Services**") pursuant to the terms of the Consulting Agreement, including, without limitation, the termination provisions, equity vesting, and cash compensation terms set forth therein, starting no earlier than the Separation Date and continuing until the Consulting Agreement is terminated pursuant to the terms set forth in Section 6 of the Consulting Agreement (such period the "**Consulting Period**"). Nothing in this Agreement or the Consulting Agreement pertaining to Employee's anticipated role as an independent contractor shall in any way be construed to constitute Employee as a continuing agent, officer, employee, or representative of the Company, but Employee shall perform the services under the Consulting Agreement solely as an independent contractor. Employee acknowledges that in connection with this consulting arrangement, in accordance with the terms of the Award Documents, she shall have the opportunity to continue vesting in her outstanding and unvested Equity Awards while she remains a Service Provider (as defined in the 2020 Plan), which is expected to be through the termination date provided in the Consulting Agreement.

c. General. Employee acknowledges that without this Agreement, Employee is otherwise not entitled to the consideration listed in this Section 1. Employee acknowledges that Employee is not otherwise entitled to receive any severance compensation or post-termination benefits from the Company whether as stated in the Employment Letter, the Change in Control Severance Agreement, or in connection with any other agreement or arrangement between the Company and Employee. As such, Employee acknowledges and agrees that Employee's termination does not constitute a Qualifying Termination, as defined in the Change in Control Severance Agreement, nor has there occurred any Change in Control for any purpose, including but not limited to, for purposes of the Employment Letter, the Change in Control Severance Agreement, or any other agreement between the Company and Executive.

2. Supplemental Release. In exchange for the consideration provided hereunder, including the continued pay and other benefits received in connection with the Transition Duties and the Supplemental Release Consideration discussed under Section 1 above, Employee agrees to execute the Supplemental Release attached hereto as Exhibit C following the Separation Date, which will serve to cover the time period from the Effective Date of this Agreement through the Supplemental Release Effective

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Date; provided, however, the Parties agree to modify the Supplemental Release to comply with any new laws that may become applicable prior to the end of the Transition Period. Employee understands and agrees that Employee will only be entitled to the consideration set forth in Section 1.b. if Employee executes the Supplemental Release within the time allotted in this Section 2, and that any payments or other benefits received in connection with Transition Period are conditional upon Employee signing the Supplemental Release Agreement and it becoming effective.

3. Stock. The Parties agree that the number of shares of the Company's common stock that Employee (a) is entitled to purchase from the Company, pursuant to the exercise of outstanding options and (b) has vested in pursuant to restricted stock units ("**RSUs**"), in each case, as of the Separation Date, assuming the Separation Date is June 16, 2023, is set forth on Exhibit A and no more; if the Separation Date is earlier than June 16, 2023, Employee acknowledges that the number of Equity Awards in which Employee has vested in through the Separation Date may be fewer than what is shown on Exhibit A, and will be as determined in accordance with the applicable Award Documents. The exercise of Employee's Equity Awards shall continue to be governed by the terms and conditions of the Award Documents. For the avoidance of doubt, in light of the Consulting Period set forth in Section 1.b., and given that there is no break in service between the date the Consulting Period begins and the date Employee's employment ends, the Equity Awards shall continue to vest during the Consulting Period while Employee remains a Service Provider, but not more.

4. Benefits. Employee's Company-sponsored health insurance benefits shall cease no later than the last day of the month in which the Separation Date occurs (or such earlier date as may be required by applicable plan terms and conditions), subject to Employee's right to continue health insurance under COBRA. Employee's participation in all benefits and incidents of employment, including, but not limited to, vesting in stock options, and the accrual of bonuses, vacation, and paid time off, ceased as of the Separation Date.

5. Payment of Salary and Receipt of All Benefits. Employee acknowledges and represents that, other than the consideration set forth in this Agreement, the Company and its agents have paid or provided all salary, wages, bonuses, accrued vacation/paid time off, notice periods, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation that may be due to Employee, including, as referenced above, any severance compensation or other post-termination benefits from the Company whether under the Employment Letter, Change in Control Severance Agreement, or any other agreement or arrangement with the Company.

6. Release of Claims. Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Employee by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "**Releasees**"). Employee, on Employee's own behalf and on behalf of Employee's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Employee signs this Agreement, including, without limitation:

a. any and all claims relating to or arising from Employee's employment relationship with the Company and the termination of that relationship, including any claims under the Employment Letter, Change in Control Severance Agreement, or any other agreement or arrangement with the Company;

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b. any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims under the law of any jurisdiction, including, but not limited to, wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, the following, each as may be amended, and except as prohibited by law: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Uniformed Services Employment and Reemployment Rights Act; the Immigration Reform and Control Act; the Washington Law Against Discrimination (RCW ch. 49.60); other Washington sex and age discrimination laws (e.g., RCW 49.12.200, 49.44.090); Washington laws regarding prohibited employment practices (RCW ch. 49.44); the Washington Equal Pay Opportunity Act (RCW ch. 49.58); Washington whistleblower protection laws (e.g., RCW 49.60.210, 49.12.005, and 49.12.130); the Washington Family Care Act (RCW 49.12.265 to 49.12.295); the Washington Family Leave Act (RCW ch. 49.78); the Washington Military Family Leave Act (RCW ch. 49.77); the Washington Paid Family and Medical Leave Act (RCW ch. 50A.04); the Washington Minimum Wage Act (RCW ch. 49.46); the Washington law regarding non-competition agreements (RCW ch. 49.62); Washington wage, hour, and working conditions laws, and all other provisions of the Washington Industrial Welfare Act (RCW ch. 49.12); the Washington Wage Payment Act (RCW ch. 49.48); and the Washington Wage Rebate Act (RCW ch. 49.52);

e. any and all claims for violation of the federal or any state constitution;

f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

g. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Employee as a result of this Agreement; and

h. any and all claims for attorneys' fees and costs.

Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. This release does not release claims that cannot be released as a matter of law, including any Protected Activity (as defined below). Any and all disputed wage claims that are released herein shall be subject to binding arbitration in accordance with Section 19, except as required by applicable law. This release does not extend to any right Employee may have to unemployment compensation benefits or workers' compensation benefits. In addition, this release does not extend to any rights of indemnification Employee may have under the Indemnification Agreement, subject to the terms, conditions, and limitations of the Indemnification as may be applicable.

7. Acknowledgment of Waiver of Claims under ADEA. Employee acknowledges that Employee is waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act of 1967 (“**ADEA**”), and that this waiver and release is knowing and voluntary. Employee agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Employee signs this Agreement. Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing that: (a) Employee should consult with an attorney prior to executing this Agreement; (b) Employee has twenty-one (21) days within which to consider this Agreement; (c) Employee has seven (7) days following Employee’s execution of this Agreement to revoke this Agreement; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Employee signs this Agreement and returns it to the Company in less than the 21-day period identified above, Employee hereby acknowledges that Employee has knowingly and voluntarily chosen to waive the time period allotted for considering this Agreement. Employee acknowledges and understands that revocation must be accomplished by a written notification to the person executing this Agreement on the Company’s behalf that is received prior to the Effective Date. The Parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period

8. Unknown Claims. Employee acknowledges that Employee has been advised to consult with legal counsel and that Employee is familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in Employee’s favor at the time of executing the release, which, if known by Employee, must have materially affected Employee’s settlement with the Releasees. Employee, being aware of said principle, agrees to expressly waive any rights Employee may have to that effect, as well as under any other statute or common law principles of similar effect.

9. No Pending or Future Lawsuits. Employee represents that Employee has no lawsuits, claims, or actions pending in Employee’s name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Employee also represents that she does not intend to bring any claims on her own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

10. Application for Employment. Employee understands and agrees that, as a condition of this Agreement, Employee shall not be entitled to any employment with the Company, and Employee hereby waives any right, or alleged right, of employment or re-employment with the Company.

11. Confidentiality. Subject to the “Protected Activity Not Prohibited Section” below, Employee agrees to maintain in complete confidence the existence of this Agreement, the Supplemental Release, the contents and terms of this Agreement and the Supplemental Release, and the consideration for this Agreement (hereinafter collectively referred to as “Separation Information”), and Employee agrees that Employee will not publicize, directly or indirectly, any Separation Information. Except as required by law, and subject to the “Protected Activity Not Prohibited Section” below, Employee may disclose Separation Information only to Employee’s immediate family members, the Court in any proceedings to enforce the terms of this Agreement, Employee’s counsel, and Employee’s accountant and any professional tax advisor to the extent that they need to know the Separation Information in order to provide advice on tax treatment or to prepare tax returns, and must prevent disclosure of any Separation Information to all other third parties. Employee agrees that Employee will not publicize, directly or indirectly, any Separation Information.

12. Trade Secrets and Confidential Information/Company Property. Employee reaffirms and agrees to observe and abide by the terms of the Confidentiality Agreement, specifically including the provisions therein regarding nondisclosure of the Company's trade secrets and confidential and proprietary information, and all restrictive covenants, except to the extent any of such restrictive covenants are unenforceable pursuant to RCW 49.62.010, et seq. Employee acknowledges that the non-disclosure obligations in the Confidentiality Agreement do not restrict Employee from disclosing or discussing conduct, or the existence (but not the amount) of a settlement involving conduct, that Employee reasonably believes under Washington state, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy. Employee's signature below constitutes Employee's certification under penalty of perjury that Employee has returned all documents and other items provided to Employee by the Company, developed or obtained by Employee in connection with Employee's employment with the Company, or otherwise belonging to the Company, including, but not limited to, all passwords to any software or other programs or data that Employee used in performing services for the Company.

13. No Cooperation. Subject to the "Protected Activity Not Prohibited Section" below, Employee agrees that Employee will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or as related directly to the ADEA waiver in this Agreement or in the Supplemental Release. Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order. Subject to the "Protected Activity Not Prohibited Section" below, if approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Employee shall state no more than that Employee cannot provide counsel or assistance.

14. Nondisparagement. Subject to the "Protected Activity Not Prohibited Section" below, Employee agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees, and agrees to refrain from any tortious interference with the contracts and relationships of any of the Releasees. Employee shall direct any inquiries by potential future employers to the Company's human resources department, which shall use its reasonable good faith efforts to provide only the Employee's last position and dates of employment.

15. Breach. In addition to the rights provided in the "Attorneys' Fees" section below, Employee acknowledges and agrees that any material breach of this Agreement, unless such breach constitutes a legal action by Employee challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, or of any provision of the Confidentiality Agreement (including all restrictive covenants, to the extent enforceable under RCW 49.62.010, et seq.) shall entitle the Company immediately to recover and/or cease providing the consideration provided to Employee under this Agreement and to obtain damages, except as provided by law, provided, however, that the Company shall not recover One Hundred Dollars (\$100.00) of the consideration already paid pursuant to this Agreement, and such amount shall serve as full and complete consideration for the promises and obligations assumed by Employee under this Agreement and the Confidentiality Agreement.

16. No Admission of Liability. Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Employee or to any third party.

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17. Nonsolicitation. Employee agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement, Employee shall not directly or indirectly solicit any of the Company's employees to leave their employment at the Company.

18. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

19. ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR THE TERMS THEREOF, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (THE "FAA"). THE FAA'S SUBSTANTIVE AND PROCEDURAL RULES SHALL GOVERN AND APPLY TO THIS ARBITRATION AGREEMENT WITH FULL FORCE AND EFFECT, AND ANY STATE COURT OF COMPETENT JURISDICTION MAY STAY PROCEEDINGS PENDING ARBITRATION OR COMPEL ARBITRATION IN THE SAME MANNER AS A FEDERAL COURT UNDER THE FAA. EMPLOYEE AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYEE MAY BRING ANY SUCH ARBITRATION PROCEEDING ONLY IN EMPLOYEE'S INDIVIDUAL CAPACITY. ANY ARBITRATION WILL OCCUR IN KING COUNTY, WASHINGTON, BEFORE JAMS, PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES ("JAMS RULES"), EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION. THE PARTIES AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, APPLYING THE STANDARDS SET FORTH UNDER THE WASHINGTON CIVIL RULES. THE PARTIES AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. THE PARTIES ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR MAY AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, WHERE PERMITTED BY APPLICABLE LAW. THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL APPLY SUBSTANTIVE WASHINGTON LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

20. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Employee or made on Employee's behalf under the terms of this Agreement. Employee agrees and understands that Employee is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Employee further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Employee's failure to pay or delayed payment of, federal or state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneys' fees and costs. Further, Employee agrees and acknowledges that Section 6 ("*Limitation on Payments*") of the Change in Control Severance Agreement is incorporated by reference into this Agreement and remains in full force and effect.

21. Section 409A. It is intended that this Agreement and the Consulting Agreement comply with, or be exempt from, Code Section 409A and the final regulations and official guidance thereunder ("**Section 409A**") so that none of the payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to so comply and/or be exempt from Section 409A. Each payment and benefit to be paid or provided under this Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Notwithstanding the foregoing, if and to the extent necessary to avoid subjecting Employee to an additional tax under Section 409A, any payments or benefits deemed to be separation-related deferred compensation (within the meaning of Section 409A), whether under this Agreement or any other arrangement, payable to Employee will be delayed until the first payroll date that that occurs on or after the date six (6) months and one (1) day following Employee's separation from service (within the meaning of Section 409A), except that in the event of Employee's death, any such delayed payments will be paid as soon as practicable after the date of Employee's death, and in each case all subsequent payments and benefits will be payable in accordance with the payment schedule applicable to such payment or benefit. The Company and Employee will work together in good faith to consider either (i) amendments to this Agreement; or (ii) revisions to this Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Employee under Section 409A. In no event will the Releasees have any obligation to reimburse or indemnify Employee or any other person for any taxes or costs that may be imposed on or incurred by Employee or any other person as a result of Section 409A. In no event will Employee have discretion to determine the taxable year of payment of any separation-related payments.

22. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Employee represents and warrants that Employee has the capacity to act on Employee's own behalf and on behalf of all who might claim through Employee to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

23. Protected Activity Not Prohibited. Employee understands that nothing in this Agreement, the Supplemental Release, or any other agreement or policy of the Company shall in any way limit or prohibit Employee from engaging in any "Protected Activity," which means filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation

or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board (“Government Agencies”). Further, nothing in this Agreement shall in any way limit or prohibit Employee from disclosing or discussing conduct, or the existence (but not the amount) of a settlement involving conduct, that Employee reasonably believes under Washington state, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy (“Protected Information”). Additionally, nothing in this Agreement constitutes a waiver of any rights Employee may have under the Sarbanes-Oxley Act or Section 7 of the National Labor Relations Act (“NLRA”). For purposes of clarity, nothing in this Agreement shall be interpreted to impair or limit Employee’s participation in any legally protected activities, such as (a) forming, joining, or supporting labor unions, (b) bargaining collectively through representatives of employees’ choosing, (c) discussing wages, benefits, or terms and conditions of employment, and (d) discussing, or raising complaints about, working conditions for the purpose of mutual aid or protection of Employee or the Company’s other current or former employees, to the extent such activities are protected by Section 7 of the NLRA. When engaging in any of the protected conduct described in this section, Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any Company confidential information; provided, however, that such disclosures may be made to Government Agencies in connection with Protected Activity. For the sake of clarity, Company confidential information does not include Protected Information or information regarding working conditions, wages, benefits, or other terms and conditions of employment. Additionally, Employee understands that the protected conduct described herein does not include the disclosure of any Company attorney-client privileged communications or privileged attorney work product. Employee understands that nothing in the Confidentiality Agreement shall limit or prohibit Employee from engaging in any protected conduct set forth in this section. Finally, pursuant to the Defend Trade Secrets Act of 2016, Employee is notified that an individual will 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 in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *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 (and only if) such filing is made under seal. In addition, 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 individual’s attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

24. No Representations. Employee represents that Employee has had an opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

25. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

26. Attorneys’ Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys’ fees incurred in connection with such an action.



27. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Employee concerning the subject matter of this Agreement and Employee's employment with and separation from the Company and the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and Employee's relationship with the Company, with the exception of the Confidentiality Agreement, the Award Documents, the Indemnification Agreement, and Section 6 ("*Limitation on Payments*") of the Change in Control Severance Agreement.

28. Resignation of Roles. Employee acknowledges that Employee has been removed from all positions and offices currently held as an officer of the Company and all of its subsidiaries, and Employee acknowledges and agrees that she no longer serves in or holds any such positions and offices. Employee also agrees to execute any necessary documents or other forms necessary to effectuate or document the foregoing as a matter of local, state, federal, or international law.

29. No Oral Modification. This Agreement may only be amended in a writing signed by Employee and the Company's Chief Executive Officer.

30. Governing Law. This Agreement shall be governed by the laws of the State of Washington, without regard for choice-of-law provisions. Employee consents to personal and exclusive jurisdiction and venue in the State of Washington.

31. Effective Date. Employee understands that this Agreement shall be null and void if not executed by Employee within twenty-one (21) days. Each Party has seven (7) days after that Party signs this Agreement to revoke it. This Agreement will become effective on the eighth (8th) day after Employee signed this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "**Effective Date**").

32. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

33. Voluntary Execution of Agreement. Employee understands and agrees that Employee executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Employee's claims against the Company and any of the other Releasees. Employee acknowledges that:

- (a) Employee has read this Agreement;
- (b) Employee has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Employee's own choice or has elected not to retain legal counsel;
- (c) Employee understands the terms and consequences of this Agreement and of the releases it contains;
- (d) Employee is fully aware of the legal and binding effect of this Agreement; and
- (e) Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

*[The remainder of this page is intentionally left blank; signature page follows]*

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

**GLENN MILESON, an individual**

Dated: May 18, 2023

/s/ Glenna Milesen  
Glenna Milesen

**ATHIRA PHARMA, INC.**

Dated: May 18, 2023

By: /s/ Mark Litton

Mark Litton  
Chief Executive Officer

**EXHIBIT A**  
**EMPLOYEE EQUITY AWARDS\***

Equity Award Type	Grant Date	Plan Name	Number of Shares Subject to Equity Award at Grant	Per Share Exercise Price	Number of Underlying Vested (and, for Options, Outstanding) Shares as of the Separation Date*	Number of Underlying Unvested (and, for Options, Outstanding) Shares as of the Separation Date*
Option	9/17/2020	2020 Equity Incentive Plan	71,677	\$17.00	35,838	35,839
Option	9/17/2020	2020 Equity Incentive Plan	23,528	\$17.00	11,764	11,764
Option	2/18/2021	2020 Equity Incentive Plan	4,728	\$21.15	0	4,728
Option	2/18/2021	2020 Equity Incentive Plan	68,772	\$21.15	36,750	32,022
Option	1/18/2022	2020 Equity Incentive Plan	166,458	\$10.64	53,667	109,791
Option	1/18/2022	2020 Equity Incentive Plan	3,542	\$10.64	0	3,542
Option	1/19/2023	2020 Equity Incentive Plan	145,831	\$3.37	16,666	129,165
Option	1/19/2023	2020 Equity Incentive Plan	4,169	\$3.37	1	4,168
RSU	11/3/2021	2020 Equity Incentive Plan	30,000	N/A	10,000	20,000
<b>Total</b>			<b>518,705</b>		<b>164,686</b>	<b>351,019</b>

\* This assumes the Separation Date is June 16, 2023. If the Separation Date is earlier than June 16, 2023, or does not become effective, the number of shares subject to the Equity Awards that will have vested as of the Separation Date may differ from the numbers shown in this table. Similarly, if Equity Awards that are stock options are exercised on or prior to such date, the shares outstanding as of such date may differ from the numbers shown in this table. Lastly, this assumes that there will be no change in control or similar event prior to such assumed Separation Date that, pursuant to the terms of the Award Documents, could impact the number of shares indicated in this table.

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**EXHIBIT B**  
**CONSULTING AGREEMENT**

This Consulting Agreement (this “**Agreement**”) is made and entered into as of [June 16, 2023] (the “**Effective Date**”) by and between Athira Pharma, Inc., a Delaware corporation with its principal place of business at 18706 North Creek Parkway, Suite 104, Bothell Washington 98011 (the “**Company**”), and Glenna Mileson (“**Consultant**”) (each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”). The terms and conditions of this Agreement are set forth below.

The Company desires to retain Consultant as an independent contractor to perform consulting services for the Company that are outside the usual course of the Company’s business. Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature of the services to be performed, and Consultant is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, the Parties agree as follows:

**1. Services and Compensation**

Consultant shall perform the services described in **Exhibit 1** (the “**Services**”) for the Company (or its designee). Consultant agrees that the Services will be performed by Consultant personally unless otherwise authorized in writing by the Company. The Company agrees to pay Consultant the compensation described in **Exhibit 1** for Consultant’s performance of the Services.

**2. Confidentiality**

**A. Definition of Confidential Information.** “**Confidential Information**” means any information (including any and all combinations of individual items of information) that relates to the actual or anticipated business and/or products, research or development of the Company, its affiliates or subsidiaries, or to the Company’s, its affiliates’ or subsidiaries’ technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company’s, its affiliates’ or subsidiaries’ products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company, its affiliates or subsidiaries, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of Company, its affiliates or subsidiaries. Notwithstanding the foregoing, Confidential Information shall not include any such information which Consultant can establish (i) was publicly known or made generally available prior to the time of disclosure to Consultant; (ii) becomes publicly known or made generally available after disclosure to Consultant through no wrongful action or inaction of Consultant; or (iii) is in the rightful possession of Consultant, without confidentiality obligations, at the time of disclosure as shown by Consultant’s then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception. To the extent Consultant is an individual independent contractor, nothing herein is intended to limit Consultant’s ability to discuss or disclose conduct, or the existence (but not the amount) of a settlement involving conduct, that Consultant reasonably believes under Washington state, federal or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or conduct that is recognized as against a clear mandate of public policy. To the extent Consultant is an individual independent contractor, Consultant understands that information related solely to any of the categories in the foregoing sentence does not constitute “Confidential Information.”

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**B. Nonuse and Nondisclosure.** During and after the term of this Agreement, Consultant will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Consultant will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of the Company, or (ii) subject to Consultant's right to engage in Protected Activity (as defined below), disclose the Confidential Information to any third party without the prior written consent of an authorized representative of the Company, except that Consultant may disclose Confidential Information to the extent compelled by applicable law; *provided however*, prior to such disclosure, Consultant shall provide prior written notice to Company and seek a protective order or such similar confidential protection as may be available under applicable law. Consultant agrees that no ownership of Confidential Information is conveyed to the Consultant. Without limiting the foregoing, Consultant shall not use or disclose any Company property, intellectual property rights, trade secrets or other proprietary know-how of the Company to invent, author, make, develop, design, or otherwise enable others to invent, author, make, develop, or design identical or substantially similar designs as those developed under this Agreement for any third party. Consultant agrees that Consultant's obligations under this Section 2.B shall continue after the termination of this Agreement.

**C. Other Client Confidential Information.** Consultant agrees that Consultant will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or current employer of Consultant or other person or entity with which Consultant has an obligation to keep in confidence. Consultant also agrees that Consultant will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

**D. Third Party Confidential Information.** Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary 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. Consultant agrees that at all times during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

### 3. Ownership

**A. Assignment of Inventions.** Consultant agrees that all right, title, and interest in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement and arising out of, or in connection with, performing the Services under this Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "**Inventions**"), are the sole property of the Company. Consultant also agrees to promptly make full written disclosure to the Company of any Inventions and to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to the Company all right, title and interest in and to the Inventions.

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**B. Pre-Existing Materials.** Subject to Section 3.A, Consultant will provide the Company with prior written notice if, in the course of performing the Services, Consultant incorporates into any Invention or utilizes in the performance of the Services any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by Consultant or in which Consultant has an interest, prior to, or separate from, performing the Services under this Agreement (“**Prior Inventions**”), and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. Consultant will not incorporate any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by any third party into any Invention without Company’s prior written permission.

**C. Moral Rights.** Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

**D. Maintenance of Records.** Consultant agrees to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by Consultant (solely or jointly with others) during the term of this Agreement, and for a period of three (3) years thereafter. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that is customary in the industry and/or otherwise specified by the Company. Such records are and remain the sole property of the Company at all times and upon Company’s request, Consultant shall deliver (or cause to be delivered) the same.

**E. Further Assurances.** Consultant agrees to assist Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Inventions and testifying in a suit or other proceeding relating to such Inventions. Consultant further agrees that Consultant’s obligations under this Section 3.E shall continue after the termination of this Agreement.

**F. Attorney-in-Fact.** Consultant agrees that, if the Company is unable because of Consultant’s unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant’s signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 3.A, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant’s agent and attorney-in-fact, to act for and on Consultant’s behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

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#### 4. Conflicting Obligations

**A.** Consultant represents and warrants that Consultant has no agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, Consultant's obligations to the Company under this Agreement, and/or Consultant's ability to perform the Services. Consultant will not enter into any such conflicting agreement during the term of this Agreement.

**B.** In light of the unique and specialized nature of Consultant's services, Consultant shall have the right to subcontract or otherwise delegate the performance of any Services only with the prior written permission of the Company. In the event the Company authorizes Consultant to subcontract or delegate the performance of any Services, Consultant shall require all Consultant's employees, contractors, or other third-parties performing Services under this Agreement to execute a confidential information and invention assignment agreement on a form prescribed or approved by the Company (as determined in the Company's discretion) (a "**Confidential Information and Invention Assignment Agreement**") and promptly provide a copy of each such executed agreement to the Company. Consultant's violation of this Section 4 will be considered a material breach under Section 6.B.

#### 5. Return of Company Materials

Upon the termination of this Agreement, or upon Company's earlier request, Consultant will immediately deliver to the Company, and will not keep in Consultant's possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Confidential Information, tangible embodiments of the Inventions, all devices and equipment belonging to the Company, all electronically-stored information and passwords to access such property, those records maintained pursuant to Section 3.D and any reproductions of any of the foregoing items that Consultant may have in Consultant's possession or control.

#### 6. Term and Termination

**A. Term.** The term of this Agreement will begin on the Effective Date of this Agreement and will continue until the earlier of (i) January 31, 2025 unless mutually agreed in writing by both parties, or (ii) termination as provided in Section 6.B (the "**Final Service Date**").

**B. Termination.** The Company may terminate this Agreement immediately and without prior notice if (i) Consultant refuses to or is unable to perform the Services, (ii) Consultant is in breach of any material provision of this Agreement or the Transition Agreement and Release to which this Consulting Agreement was attached as an exhibit (the "**Transition Agreement**"), including, without limitation, Employee's failure to execute the Supplemental Release Agreement pursuant to Sections 1 and 2 of the Transition Agreement, or (iii) Consultant has a conflict of interest or circumstance or limitation in performing the Services hereunder, as determined by the Company in its reasonable discretion.

**C. Survival.** Upon any termination, all rights and duties of the Company and Consultant toward each other shall cease except:

(1) the Company will pay, within thirty (30) days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related reimbursable expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of Section 1 of this Agreement; and

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(2) the sections entitled “Confidentiality,” “Ownership,” “Conflicting Obligations,” “Return of Company Materials,” “Term and Termination,” “Independent Contractor; Benefits,” “Non-solicitation,” “Indemnification,” “Limitation of Liability,” “Arbitration and Equitable Relief,” and “Miscellaneous” will survive termination or expiration of this Agreement in accordance with their terms.

## **7. Independent Contractor; Benefits**

**A. Independent Contractor.** It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant (or any of Consultant’s assistants, employees, or contractors) as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes on such income.

**B. Benefits.** The Company and Consultant agree that Consultant (and any of Consultant’s assistants, employees, or contractors) will receive no Company-sponsored benefits from the Company where benefits include, but are not limited to, paid vacation, sick leave, medical insurance and 401k participation. If Consultant (or any of Consultant’s assistants, employees, or contractors) is reclassified by a state or federal agency or court as the Company’s employee, Consultant (or such individual) will become a reclassified employee and will receive no benefits from the Company, except those mandated by state or federal law, even if by the terms of the Company’s benefit plans or programs of the Company in effect at the time of such reclassification, Consultant (or such individual) would otherwise be eligible for such benefits.

## **8. Non-solicitation**

To the fullest extent permitted under applicable law, from the date of this Agreement until twelve (12) months after the termination of this Agreement for any reason (the “**Restricted Period**”), Consultant will not, without the Company’s prior written consent, directly or indirectly, solicit any of the Company’s employees to leave their employment, or attempt to solicit employees of the Company, either for Consultant or for any other person or entity. Consultant agrees that nothing in this section shall affect Consultant’s continuing obligations under this Agreement during and after Restricted Period, including, without limitation, Consultant’s obligations under Section 2.

## **9. Indemnification**

Consultant agrees to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys’ fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant’s assistants, employees, contractors or agents, (ii) a determination by a court or agency that the Consultant (or any of Consultant’s assistants, employees, contractors or agents) is not an independent contractor, (iii) any breach by the Consultant or Consultant’s assistants, employees, contractors or agents of any of the covenants contained



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in this Agreement and corresponding Confidential Information and Invention Assignment Agreement, (iv) any failure of Consultant (or any of Consultant's assistants, employees, contractors or agents) to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a third party's rights resulting in whole, or in part, from the Company's use of the Inventions or other deliverables of Consultant under this Agreement.

#### **10. Limitation of Liability**

IN NO EVENT SHALL COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

#### **11. Arbitration and Equitable Relief**

A. **ARBITRATION.** IN CONSIDERATION OF CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY, THE COMPANY'S PROMISE TO ARBITRATE ALL DISPUTES RELATED TO CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY AND CONSULTANT'S RECEIPT OF THE COMPENSATION AND OTHER BENEFITS PAID TO CONSULTANT BY COMPANY, AT PRESENT AND IN THE FUTURE, CONSULTANT AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM CONSULTANT'S CONSULTING OR OTHER RELATIONSHIP WITH THE COMPANY OR THE TERMINATION OF CONSULTANT'S CONSULTING OR OTHER RELATIONSHIP WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (THE "FAA"). THE FAA'S SUBSTANTIVE AND PROCEDURAL PROVISIONS SHALL GOVERN AND APPLY WITH FULL FORCE AND EFFECT TO THIS ARBITRATION AGREEMENT, INCLUDING ITS ENFORCEMENT, AND ANY STATE COURT OF COMPETENT JURISDICTION SHALL STAY PROCEEDINGS PENDING ARBITRATION OR COMPEL ARBITRATION IN THE SAME MANNER AS A FEDERAL COURT PURSUANT TO THE FAA. CONSULTANT FURTHER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT MAY BRING ANY ARBITRATION PROCEEDING ONLY IN CONSULTANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE LAWSUIT OR PROCEEDING. CONSULTANT MAY, HOWEVER, BRING A PROCEEDING AS A PRIVATE ATTORNEY GENERAL AS PERMITTED BY LAW. **TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT AGREES TO ARBITRATE ANY AND ALL COMMON LAW AND/OR STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAIR LABOR STANDARDS ACT, THE WASHINGTON LAW AGAINST DISCRIMINATION, THE**

WASHINGTON WAGE PAYMENT ACT, THE WASHINGTON MINIMUM WAGE ACT, THE FAMILY AND MEDICAL LEAVE ACT, CLAIMS RELATING TO EMPLOYMENT OR INDEPENDENT CONTRACTOR STATUS, CLASSIFICATION, AND RELATIONSHIP WITH THE COMPANY, AND CLAIMS OF BREACH OF CONTRACT, EXCEPT AS PROHIBITED BY LAW. CONSULTANT ALSO AGREES TO ARBITRATE ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT TO ARBITRATE, BUT NOT DISPUTES ABOUT THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THIS AGREEMENT TO ARBITRATE OR THE CLASS, COLLECTIVE AND REPRESENTATIVE PROCEEDING WAIVER HEREIN. WITH RESPECT TO ALL SUCH CLAIMS AND DISPUTES THAT CONSULTANT AGREES TO ARBITRATE, CONSULTANT HEREBY EXPRESSLY AGREES TO WAIVE, AND DOES WAIVE, ANY RIGHT TO A TRIAL BY JURY. CONSULTANT FURTHER UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH CONSULTANT. CONSULTANT UNDERSTANDS THAT NOTHING IN THIS AGREEMENT REQUIRES CONSULTANT TO ARBITRATE CLAIMS THAT CANNOT BE ARBITRATED UNDER APPLICABLE LAW, SUCH AS CLAIMS UNDER THE SARBANES-OXLEY ACT.

**B. PROCEDURE OF ARBITRATION.** CONSULTANT AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JAMS PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE “**JAMS RULES**”), WHICH ARE AVAILABLE AT [HTTP://WWW.JAMSADR.COM/RULES-EMPLOYMENT-ARBITRATION/](http://www.jamsadr.com/rules-employment-arbitration/). IF THE JAMS RULES CANNOT BE ENFORCED AS TO THE ARBITRATION, THEN THE PARTIES AGREE THAT THEY WILL ARBITRATE THIS DISPUTE UTILIZING THE JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES OR SUCH RULES AS THE ARBITRATOR MAY DEEM MOST APPROPRIATE FOR THE DISPUTE. CONSULTANT AGREES THAT THE USE OF THE JAMS RULES DOES NOT CHANGE CONSULTANT’S CLASSIFICATION TO THAT OF AN EMPLOYEE. TO THE CONTRARY, CONSULTANT REAFFIRMS THAT CONSULTANT IS AN INDEPENDENT CONTRACTOR. CONSULTANT AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION AND MOTIONS TO DISMISS APPLYING THE STANDARDS SET FORTH UNDER WASHINGTON LAW, INCLUDING THE WASHINGTON CIVIL RULES. CONSULTANT AGREES THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. CONSULTANT ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS’ FEES AND COSTS TO THE PREVAILING PARTY, WHERE PERMITTED BY APPLICABLE LAW. CONSULTANT AGREES THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. SUBJECT TO THE FAA’S EXCLUSIVE APPLICABILITY TO THE ENFORCEMENT OF THIS AGREEMENT TO ARBITRATE, THE ARBITRATOR SHALL APPLY SUBSTANTIVE WASHINGTON LAW TO ANY DISPUTE OR CLAIM. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH SUBSTANTIVE WASHINGTON LAW, WASHINGTON LAW SHALL TAKE PRECEDENCE. CONSULTANT FURTHER AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN KING COUNTY, WASHINGTON.

**C. REMEDY.** EXCEPT FOR THE PURSUIT OF ANY PROVISIONAL REMEDY PERMITTED BY RCW SECTION 7.04A.080 OF THE WASHINGTON UNIFORM ARBITRATION ACT (THE “**ACT**”), OR AS OTHERWISE PROVIDED BY THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN CONSULTANT AND THE COMPANY. ANY BREACH OR THREATENED BREACH OF SECTION

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2 OR SECTION 3 OF THIS AGREEMENT WILL CAUSE IRREPARABLE INJURY AND MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFOR, AND IN THE EVENT OF SUCH A BREACH BOTH PARTIES CONSENT TO THE ISSUANCE OF AN INJUNCTION, WHETHER IN ARBITRATION OR IN ACCORDANCE WITH THE PROVISIONAL REMEDIES PERMITTED BY THE ACT, WITHOUT THE POSTING OF A BOND. IN THE EVENT SUCH INJUNCTIVE RELIEF IS SOUGHT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS' FEES.

**D. ADMINISTRATIVE RELIEF.** CONSULTANT UNDERSTANDS THAT THIS AGREEMENT DOES NOT PROHIBIT CONSULTANT FROM PURSUING AN ADMINISTRATIVE CLAIM WITH LOCAL, STATE OR FEDERAL ADMINISTRATIVE BODIES OR GOVERNMENT AGENCIES SUCH AS THE WASHINGTON STATE HUMAN RIGHTS COMMISSION, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, THE SECURITIES AND EXCHANGE COMMISSION, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE CONSULTANT FROM PURSUING COURT ACTION REGARDING ANY ADMINISTRATIVE CLAIMS, EXCEPT AS PERMITTED BY LAW.

**E. VOLUNTARY NATURE OF AGREEMENT.** CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. CONSULTANT FURTHER ACKNOWLEDGES AND AGREES THAT CONSULTANT HAS CAREFULLY READ THIS AGREEMENT AND THAT CONSULTANT HAS ASKED ANY QUESTIONS NEEDED FOR CONSULTANT TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT **CONSULTANT IS WAIVING CONSULTANT'S RIGHT TO A JURY TRIAL**. FINALLY, CONSULTANT AGREES THAT CONSULTANT HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF CONSULTANT'S CHOICE BEFORE SIGNING THIS AGREEMENT.

## 12. Miscellaneous

**A. Governing Law; Consent to Personal Jurisdiction.** This Agreement shall be governed by the laws of the State of Washington, without regard to the conflicts of law provisions of any jurisdiction, except that any dispute regarding the enforceability of the arbitration section of this Agreement shall be governed by the FAA. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in or otherwise having jurisdiction over King County, Washington.

**B. Assignability.** This Agreement will be binding upon Consultant's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.

**C. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that Consultant is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule, with the exception of the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (the “**Proprietary Information Agreement**”) in relation to prior periods of service to the Company and any continuing obligations thereunder.

**D. Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

**E. Severability.** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

**F. Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

**G. Notices.** Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by email (so long as such email is not returned as undelivered), or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party’s address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this Section 12.G. If by email, delivery shall be deemed effective as of the date it is sent.

If to the Company, to:

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company.

**H. Attorneys’ Fees.** In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys’ fees, in addition to any other relief to which that Party may be entitled.

**I. Signatures.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

**J. Applicability to Past Activities.** Consultant agrees that if and to the extent that Consultant provided any services or made efforts on behalf of or for the benefit of Company, or related to the current or prospective business of Company in anticipation of Consultant’s involvement with the Company, that would have been “Services” if performed during the term of this Agreement (the “**Prior Consulting Period**”) and to the extent that during the Prior Consulting Period: (i) Consultant received access to any information from or on behalf of Company that would have been “Confidential Information” if Consultant received access to such information during the term of this Agreement; or (ii) Consultant (a) conceived, created, authored, invented, developed or reduced to practice any item (including any

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intellectual property rights with respect thereto) on behalf of or for the benefit of Company, or related to the current or prospective business of Company in anticipation of Consultant's involvement with Company, that would have been an Invention if conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement; or (b) incorporated into any such item any pre-existing invention, improvement, development, concept, discovery or other proprietary information that would have been a Prior Invention if incorporated into such item during the term of this Agreement; then any such information shall be deemed Confidential Information hereunder and any such item shall be deemed an Invention or Prior Invention hereunder, and this Agreement shall apply to such activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement. Consultant further acknowledges that Consultant has been fully compensated for all services provided during any such Prior Consulting Period. For avoidance of doubt, this Section 12.J would not apply to any prior employment or services with the Company, including as its former CFO and, as noted above, is not intended to supersede the terms and conditions of the Proprietary Information Agreement or any other such agreement with the Company in connection with such prior employment and services to the Company's CFO, including any post-employment obligations thereunder.

**K. Protected Activity Not Prohibited.** Consultant understands that nothing in this Agreement shall in any way limit or prohibit Consultant from engaging in any Protected Activity. For purposes of this Agreement, "**Protected Activity**" shall mean filing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission ("**Government Agencies**"). Consultant understands that in connection with such Protected Activity, Consultant is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Consultant agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information to any parties other than the Government Agencies. Consultant further understands that "**Protected Activity**" does not include the disclosure of any Company attorney-client privileged communications. Pursuant to the Defend Trade Secrets Act of 2016, Consultant is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, 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 individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Consultant understands that nothing in this Agreement, including its definition of Confidential Information, limits Consultant's rights to discuss or disclose Consultant's compensation or the terms or conditions of Consultant's service relationship with the Company, to the extent protected by applicable law, or otherwise impairs Consultant from assisting other Company current or former service providers in the exercise of their rights under applicable law.

*(signature page follows)*

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IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Agreement as of the date first written above.

**CONSULTANT**

By: \_\_\_\_\_

Name: Glenna Mileson

Title: \_\_\_\_\_

Address for Notice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**ATHIRA PHARMA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1**  
**SERVICES AND COMPENSATION**

1. **Contact.** The following Company representative shall serve as Consultant's principal contact at the Company:

Name: Andrew Gengos  
Title: Chief Financial Officer and Chief Business Officer

2. **Services.** The Services will include, but will not be limited to, the following:

A. Consultant will provide transitional assistance to the Company with respect to the transition of her duties and responsibilities as the former Chief Financial Officer of the Company and will perform such other duties and responsibilities as the Company's Executive team members, VP of Finance and/or the Board of Directors shall from time to time request, for up to a maximum of 10 hours per month unless otherwise agreed upon by the parties.

B. Consultant's Services will commence immediately following the Effective Date and will terminate pursuant to Section 6. of the Consulting Agreement (such period, the "**Consulting Period**").

3. **Compensation.** During the Consulting Period, the Company will provide Consultant the following consideration:

A. **Consulting Fee.** The Company will pay Consultant (i) a monthly fee of \$3,500 for Services of up to a maximum of 10 hours per month (and for the avoidance of doubt, prorated with respect to any partial calendar month in which Consultant provides services); and (ii) for any hours above 10 hours per month, such amount as mutually agreed upon by the Company and Consultant as part of a separate statement of work.

B. **Equity Awards.**

(1) The Company previously granted Consultant certain equity awards ("**Equity Awards**") covering shares of the Company's common stock ("**Shares**") under the Company's 2020 Equity Incentive Plan (the "**2020 Plan**") and the terms and conditions of the applicable award agreement governing such Equity Awards (collectively the "**Award Documents**"). The Company and Consultant agree that Consultant has not had a break in service between the end of Consultant's employment with the Company and the commencement of Consultant's consulting services to the Company. Therefore, while Consultant continues to provide services to the Company pursuant to the Consulting Agreement, Consultant will remain eligible to vest in the Equity Awards (including, for the avoidance of doubt, any Equity Awards that are performance-based) in accordance with their terms, and any unvested portion of the Equity Awards automatically will be forfeited in full, and Consultant will have no further rights with respect to such unvested portion of the Equity Awards, upon the termination of such services, in accordance with the terms of the Award Documents. The Equity Awards, including the exercise of any vested options and the underlying Shares, shall continue to be governed by the terms and conditions of the Award Documents and pursuant to such terms, the posttermination exercise period of any of Consultant's stock options will not begin to run until Consultant ceases to be a "Service Provider" (as defined in the 2020 Plan) (although such options may be subject to earlier termination in accordance with the terms of the Award Documents, for example, upon the expiration of the Equity Award's term or in accordance with Section 15 ("**Adjustments; Dissolution or Liquidation; Merger or Change in Control**") of the 2020 Plan).

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(2) Consultant acknowledges and agrees that Consultant's Equity Awards that are incentive stock options, if any, will become nonstatutory stock options on the date three (3) months and one (1) day following the date of termination of Consultant's employment with the Company. All outstanding Equity Awards that have not vested in accordance with their terms on or before the Final Service Date will cease to vest and will be forfeited as of the Final Service Date, and never will become vested. Consultant acknowledges that upon the Final Service Date, Consultant will cease to participate in the Company's 2020 Employee Stock Purchase Plan.

C. Expense Reimbursements. The Company will reimburse Consultant, in accordance with Company policy, for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement, if Consultant receives written consent from an authorized agent of the Company prior to incurring such expenses and submits receipts for such expenses to the Company in accordance with Company policy.

#### **4. Invoices and Payments.**

A. The Company shall pay Consultant the compensation set forth in Section 3.A of this Exhibit 1 no later than thirty (30) days following the last day of the calendar month to which such payment relates. If Consultant's service relationship with the Company terminates prior to the end of any such month, Consultant will only be paid a prorated amount for such month, and will not be paid for any subsequent months. In addition, Consultant shall submit to the Company a written invoice for any authorized expenses, and such statement shall be subject to the approval of the contact person listed above or other designated agent of the Company. The Company will remit payment for properly submitted and approved invoices within thirty (30) days following invoice submission. In order to help prevent adverse tax consequences to Consultant under Section 409A (as defined below), in no event will any payment under Section 3.A. of this Exhibit be made later than the later of (1) March 15<sup>th</sup> of the calendar year following the calendar year in which such payment was earned, or (2) the 15th day of the third (3<sup>rd</sup>) month following the end of the Company's fiscal year in which such payment was earned.

B. All payments and benefits provided for under this Agreement are intended to be exempt from or otherwise comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance thereunder (together, "**Section 409A**"), so that none of the payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. In no event will the Company have any obligation to reimburse or indemnify Consultant or any other person for any taxes or costs that may be imposed on or incurred by Consultant or any other person as a result of Section 409A.



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This **Exhibit 1** is accepted and agreed upon as of [*insert date*].

**CONSULTANT**

By: \_\_\_\_\_  
Name: Glenna Mileson  
Title: \_\_\_\_\_

**ATHIRA PHARMA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT C

### SUPPLEMENTAL RELEASE AGREEMENT

This Supplemental Release Agreement (“**Supplemental Release**”) is made by and between Glenna Mileson (“**Employee**”) and Athira Pharma, Inc. (the “**Company**”) (collectively referred to as the “**Parties**” or individually referred to as a “**Party**”).

1. Consideration; Release. In consideration for the continued pay and other benefits received in connection with the Transition Duties and the Supplemental Release Consideration (including the consulting opportunity and related vesting set forth under the Consulting Agreement), as discussed in Section 1 of the Transition Agreement and Release to which this Supplemental Release was attached as an exhibit (the “**Transition Agreement**”), Employee hereby extends Employee’s release and waiver of claims in Section 6 of the Transition Agreement to any claims that may have arisen between the date Employee signed the Transition Agreement and the date Employee signs this Supplemental Release, as well as any and all claims under the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act arising from any omissions, acts, facts, or damages that have occurred up until and including the date Employee signs this Supplemental Release. Employee acknowledges and represents that, other than the consideration set forth in Section 1.b of the Transition Agreement, the Company and its agents have paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Employee.

2. Acknowledgment of Waiver of Claims under ADEA. Employee understands and acknowledges that Employee is waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act of 1967 (“**ADEA**”), and that this waiver and release is knowing and voluntary. Employee understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Employee signs this Supplemental Release. Employee understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further understands and acknowledges that Employee has been advised by this writing that: (a) Employee should consult with an attorney prior to executing this Supplemental Release; (b) Employee has twenty-one (21) days within which to consider this Supplemental Release; (c) Employee has seven (7) days following Employee’s execution of this Supplemental Release to revoke this Supplemental Release; (d) this Supplemental Release shall not be effective until after the revocation period has expired; and (e) nothing in this Supplemental Release or the Transition Agreement prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Employee signs this Supplemental Release and returns it to the Company in less than the 21-day period identified above, Employee hereby acknowledges that Employee has freely and voluntarily chosen to waive the time period allotted for considering this Supplemental Release. Employee acknowledges and understands that any revocation of this Supplemental Release must be accomplished by a written notification to the person executing this Supplemental Release on the Company’s behalf that is received prior to the Supplemental Effective Date. The Parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period.

3. Incorporation of Terms of Transition Agreement. The Parties further acknowledge that the terms of the Transition Agreement shall apply to this Supplemental Release and are incorporated herein to the extent that they are not inconsistent with the express terms of this Supplemental Release. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Transition Agreement.

4. Return of Company Property. Employee's signature below constitutes Employee's certification under penalty of perjury that Employee has returned all documents and other items provided to Employee by the Company (with the exception of a copy of the Employee Handbook and personnel documents specifically relating to Employee), developed or obtained by Employee in connection with Employee's employment with the Company, or otherwise belonging to the Company (whether physical, electronic, or otherwise), including but not limited to any computer, laptop, tablet, mobile phone, or other device; remote access device; security badge or other access device or mechanism; hard drive, thumb drive, or other storage device; garage pass; or any other hardware, software, or other item of Company property, as well as all passwords to any software or other programs or data that Employee used in performing services for the Company; and Employee further certifies that Employee has searched all of Employee's physical and electronic property for such property and information and that Employee has not retained, and has returned to the Company, any such property or information (including any electronic or archival copies that may be incidentally retained).

5. ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS SUPPLEMENTAL RELEASE AGREEMENT, THEIR INTERPRETATION, EMPLOYEE'S EMPLOYMENT WITH THE COMPANY, INCLUDING DURING THE TRANSITION PERIOD, OR THE TERMS THEREOF, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO BINDING ARBITRATION PURSUANT TO THE TERMS AND CONDITIONS SET FORTH UNDER ARBITRATION AGREEMENT IN SECTION 19 OF THE TRANSITION AGREEMENT AND RELEASE.

6. Supplemental Release Effective Date. Employee understands that this Supplemental Release shall be null and void if executed by Employee before the Separation Date or if not executed by Employee within twenty-one (21) days following the Separation Date. Employee has seven (7) days after Employee signs this Supplemental Release to revoke it. This Supplemental Release will become effective on the eighth (8th) day after Employee signed this Supplemental Release, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "**Supplemental Release Effective Date**").

7. No Admission of Liability. Employee understands and acknowledges that this Supplemental Release constitutes a compromise and settlement of any and all actual or potential disputed claims by Employee. No action taken by the Company, either previously or in connection with this Supplemental Release, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Employee or to any third party.

8. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Supplemental Release. Employee represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through Employee to bind them to the terms and conditions of this Supplemental Release. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

9. Voluntary Execution of Agreement. Employee understands and agrees that Employee executed this Supplemental Release voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Employee's claims against the Company and any of the other Releasees. Employee acknowledges that:

- (a) Employee has read this Supplemental Release;
- (b) Employee (i) has until twenty-one (21) days from Separation Date to sign this Supplemental Release, and (ii) Employee cannot sign this Supplemental Release before the Separation Date;

- (c) Employee has been represented in the preparation, negotiation, and execution of this Supplemental Release by legal counsel of Employee's own choice or has elected not to retain legal counsel;
- (d) Employee understands the terms and consequences of this Supplemental Release and of the releases it contains;
- (e) Employee is fully aware of the legal and binding effect of this Supplemental Release; and
- (f) Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Supplemental Release.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Release on the respective dates set forth below.

**GLENN MILESON, an individual**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Glenna Milesen

**ATHIRA PHARMA, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Name]  
[Title]



### **Athira Pharma Appoints Andrew Gengos as Chief Financial Officer and Chief Business Officer**

*Veteran biopharmaceutical executive brings over 30 years of financial, corporate strategy, transactional and business development experience*

**BOTHELL, WA, May 22, 2023** — Athira Pharma, Inc. (NASDAQ: ATHA), a late clinical-stage biopharmaceutical company focused on developing small molecules to restore neuronal health and slow neurodegeneration, today announced the appointment of Andrew Gengos as Chief Financial Officer and Chief Business Officer, effective immediately. Mr. Gengos replaces Glenna Milesen, who is retiring after serving as Athira’s Chief Financial Officer for eight years.

“On behalf of the entire Athira team, we thank Glenna for her many years of service, particularly for her stewardship during our transition to a publicly traded company, and wish her well in retirement,” said Mark Litton, Ph.D., President and Chief Executive Officer, Athira Pharma.

“We are delighted to welcome Andrew to the Athira team and look forward to his leadership as we continue to advance our goal to make a significant impact on neurodegenerative diseases,” said Dr. Litton. “Andrew’s broad experience in finance, corporate strategy, fundraising transactions and business development will be of great value as we strive to build Athira into a leading neuronal health company.”

“I’m excited to join Athira at this important time as the growing body of preclinical and clinical data continues to support the therapeutic potential of enhancing the HGF/MET system to protect and repair neuronal networks in neurodegenerative diseases such as Alzheimer’s, Parkinson’s and ALS,” said Mr. Gengos. “It’s an honor to be part of this highly talented and dedicated team committed to developing new treatments to improve the lives of patients suffering from neurodegenerative diseases.”

Mr. Gengos is a seasoned finance and corporate strategy executive with more than 30 years of experience successfully leading teams in the life sciences and biotechnology industry. Most recently, he served as the Chief Business Officer at Cyteir Therapeutics, where he was an integral part of the leadership team that took the company public. Prior to that, Mr. Gengos held Chief Executive Officer roles at ImmunoCellular Therapeutics and Neuraltus Pharmaceuticals, where he provided strategic and financial leadership across multiple therapeutic areas, including oncology and neurodegenerative disease. In addition to these leadership positions, Mr. Gengos also held the Chief Financial Officer and Chief Business Officer roles at AOBiome Therapeutics and was the Chief Operating Officer and Head of Corporate Development at Synlogic, Inc. Earlier, Mr. Gengos was Vice President of Strategy and Corporate Development at Amgen for eight years. Mr. Gengos started his career as a Technology Associate at Morgan Stanley before moving on to McKinsey & Co., where he advanced from associate to Senior Engagement Manager, focusing in the Healthcare and Strategy practices. Mr. Gengos holds a Master of Business Administration from the UCLA Anderson School of Management and a Bachelor of Science in Chemical Engineering from the Massachusetts Institute of Technology.

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## About Athira Pharma, Inc.

Athira Pharma, Inc., headquartered in the Seattle, Washington area, is a late clinical-stage biopharmaceutical company focused on developing small molecules to restore neuronal health and slow neurodegeneration. Athira aims to provide rapid cognitive improvement and alter the course of neurological diseases with its novel mechanism of action. Athira is currently advancing its pipeline of therapeutic candidates targeting the HGF/MET neurotrophic system for Alzheimer's and Parkinson's disease, Dementia with Lewy bodies and amyotrophic lateral sclerosis (ALS). For more information, visit [www.athira.com](http://www.athira.com). You can also follow Athira on [Facebook](#), [LinkedIn](#), [Twitter](#) and [@athirapharma](#) on [Instagram](#).

## Forward-Looking Statements

This communication contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995. These forward-looking statements are not based on historical fact and include statements regarding: product candidates as a potential treatment for Alzheimer's disease, Parkinson's disease dementia, Dementia with Lewy bodies, neuropsychiatric diseases, and other neurodegenerative diseases, such as amyotrophic lateral sclerosis; Athira's platform technology and potential therapies; future development plans; expectations regarding the safety, potential efficacy and commercial potential of Athira's product candidates; and Athira's ability to advance its product candidates into later stages of development. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as “may,” “will,” “should,” “on track,” “would,” “expect,” “plan,” “believe,” “intend,” “pursue,” “continue,” “suggest,” “potential,” and other similar expressions, among others. Any forward-looking statements are based on management's current expectations of future events and are subject to a number of risks and uncertainties that could cause actual results to differ materially and adversely from those set forth in or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to, the data for our product candidates from our preclinical and clinical trials not supporting the safety, efficacy and tolerability of our product candidates; cessation or delay of Athira's development of product candidates may occur; regulatory authorities could object to protocols, amendments and other submissions; future potential regulatory milestones for product candidates, including those related to current and planned clinical studies, may be insufficient to support regulatory submissions or approval; the impact of the COVID-19 pandemic on Athira's business, research and clinical development plans and timelines, and the regulatory process for Athira product candidates; Athira may not be able to recruit sufficient patients for its clinical trials; the outcome of legal proceedings that have been or may in the future be instituted against us and certain of our directors and officers; clinical trials may not demonstrate safety and efficacy of any of Athira's product candidates; possible negative interactions of Athira's product candidates with other treatments; Athira's assumptions regarding the sufficiency of its cash, cash equivalents and investments to fund its planned operations may be incorrect; adverse conditions in the general domestic and global economic markets; the impact of competition; regulatory agencies may be delayed in reviewing, commenting on or approving any of Athira's clinical development plans as a result of the COVID-19 pandemic, which could further delay development timelines; the impact of expanded product development and clinical activities on operating expenses; the impact of new or changing laws and regulations; as well as the other risks detailed in Athira's filings with the Securities and Exchange Commission. These forward-looking statements speak only as of the date hereof and Athira undertakes no obligation to update forward-looking statements. Athira may not actually achieve the plans, intentions, or expectations disclosed in its forward-looking statements, and you should not place undue reliance on the forward-looking statements.

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**Investor & Media Contact:**

Julie Rathbun

Athira Pharma

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206-769-9219