Fill in this information to identify the case:

Debtor 1 ACHAOGEN INC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: District of Delaware

Case number 19-10844

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

AEROTEK INC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor AEROTEK STAFFING

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

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Where should notices to the creditor be sent?

Ronke Adeyemo
Name

7317 Parkway Drive
Number Street

Hanover MD 21076
City State ZIP Code

Contact phone 410-694-5249

Contact email tadeyemo@aerotek.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

19108441905020000000000003

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☐ No
   - ☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 3 0 6

7. **How much is the claim?** $ 10,884.29. **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Temporary Staffing Services

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   Basis for perfection: _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $_____
   Amount of the claim that is secured: $_____
   Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

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   Amount necessary to cure any default as of the date of the petition: $_____

   Annual Interest Rate (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

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Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/01/2019
MM / DD / YYYY

Christopher James
Signature

Print the name of the person who is completing and signing this claim:

Name: Christopher Anthony James
First name Middle name Last name

Title: Senior Credit Analyst

Company: _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 7317 Parkway Drive
Number Street

Hanover MD 21076
City State ZIP Code

Contact phone 410-694-5249 Email tadeyemo@aerotek.com

AEROTEK

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made this 25th day of June, 2014 ("Effective Date"), by and between AEROTEK SCIENTIFIC, LLC, a Maryland Limited Liability corporation ("AEROTEK SCIENTIFIC"), and Achaogen, Inc. ("Client").

BACKGROUND

AEROTEK SCIENTIFIC and Client specifically acknowledge and agree that this Agreement governs and applies to the relationship between AEROTEK SCIENTIFIC and the Client, and not to any other relationship between the Client and any other division, company, unit, subsidiary or affiliate of AEROTEK SCIENTIFIC.

AEROTEK SCIENTIFIC is engaged in the supplemental staffing services business providing contract personnel to customers with staffing needs. Client desires to engage AEROTEK SCIENTIFIC to provide supplemental staffing services and AEROTEK SCIENTIFIC desires to be engaged by Client, all on the terms and conditions of this Agreement.

As used herein, the term "Contract Employee" means an AEROTEK SCIENTIFIC employee temporarily placed with the Client pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. **TERM**: This Agreement will commence on the Effective Date and will continue for two (2) years. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

2. **CONTRACT EMPLOYEES**:

2.1. **SERVICES**: AEROTEK SCIENTIFIC shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as *Exhibit A* is a list of the names of the Contract Employee(s) to be placed initially with Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by AEROTEK SCIENTIFIC as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on *Exhibit A* attached hereto, or should either Client or AEROTEK SCIENTIFIC request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing and executed by the authorized representatives executing this Agreement. Such agreed upon terms shall become a part of this Agreement, as amended.

2.2. **DUTIES**: It shall be the Client's responsibility to control, manage and supervise the work of the Contract Employees assigned to Client pursuant to this Agreement. The Contract Employees shall perform only the duties and functions of the specific jobs set forth opposite the Contract Employee's name on *Exhibit A* or on the job description attached to this Agreement. In no event shall any Contract Employee be assigned or permitted to perform any other duties or functions other than those specified in *Exhibit A* for Client without the express written consent of AEROTEK SCIENTIFIC. Should Client assign the Contract Employee to perform the duties or functions of a position not listed in *Exhibit A* or within the job description attached hereto, AEROTEK SCIENTIFIC may, in its sole and absolute discretion, deem this Agreement breached by Client and take whatever action it deems necessary or appropriate. In this event, Client shall be liable to AEROTEK SCIENTIFIC, and indemnify AEROTEK SCIENTIFIC for all claims, damages, losses or expenses relating to such breach, as well as all hours worked by the Contract Employees.

2.3. **EQUAL OPPORTUNITY**: AEROTEK SCIENTIFIC is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, physical handicap, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Client will indemnify and defend AEROTEK SCIENTIFIC with respect to any and all claims that Client took action in violation of federal, state and/or local laws, including costs of suit, settlement and reasonable attorneys' fees.

3. **INDEPENDENT CONTRACTOR STATUS**: With respect to the services provided by AEROTEK SCIENTIFIC, AEROTEK SCIENTIFIC shall be an independent contractor. AEROTEK SCIENTIFIC shall be responsible for providing any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

4. **INVOICES**: AEROTEK SCIENTIFIC shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. All hours, including overtime, will be billed at the rates listed on *Exhibit A*, in addition to all applicable sales or other tax, or otherwise agreed by both parties. Any overtime will be approved in advace by an authorized representative of Client and Client will be billed for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. The number of hours billed by AEROTEK SCIENTIFIC shall be supported by a time card approved by an authorized representative of Client. Invoices submitted by AEROTEK SCIENTIFIC to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

5. **PAYMENT DEFAULT**: Payment in full for invoices via check or EFT shall be due within thirty (30) days from invoice date, at AEROTEK, 3689 Collection Ctr. Dr., Chicago, Illinois 60693. Invoices that are more than fifteen (15) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and AEROTEK SCIENTIFIC has notified Client in writing of the past due balance, AEROTEK SCIENTIFIC may, without advance notice, immediately cease providing any and all further Contract Employee services without any liability to Client for interruption of pending work. In addition, the parties agree that in the ordinary course of business AEROTEK SCIENTIFIC may, in its sole discretion, apply payments made by Client to any outstanding Client invoice, notwithstanding any direction by Client regarding application of the payment.

6. **EXPENSES**: Client shall reimburse AEROTEK SCIENTIFIC for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee(s) to travel away from Client's primary job site. Client agrees to accept legible copies of receipts (or electronic copies, if billed electronically) as the supporting documentation needed to pay the expense amount on the invoice.

7. **COLLECTION**: If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of AEROTEK SCIENTIFIC'S expenses incurred in such collection efforts,

including but not limited to, court costs and reasonable attorneys' fees. Notwithstanding the above and the terms of Section 15.10 of this Agreement, AEROTEK SCIENTIFIC may institute proceedings to seek a default judgment in any court of competent jurisdiction in the United States.

8. **RESTRICTIVE COVENANT:**

8.1. **RESTRICTIVE COVENANT - CONVERSION:** AEROTEK SCIENTIFIC is not an employment agency. Its services are provided at great expense to AEROTEK SCIENTIFIC. In consideration thereof, during the term of this Agreement and for the twelve (12) month period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of AEROTEK SCIENTIFIC, or hire or engage such Contract Employee. If any Contract Employee provided by AEROTEK SCIENTIFIC to Client is hired by Client, either directly or indirectly, within twelve (12) months of that Contract Employee's last day of work at Client through AEROTEK SCIENTIFIC, the Client will pay AEROTEK SCIENTIFIC, a fixed fee of an amount equal to 28% of the Contract Employee's first year annualized salary, including guaranteed bonuses, with Client.

Notwithstanding the above paragraph in this Section 8.1, if Contract Employee has completed a minimum of nine (9) continuous months of service at Client for AEROTEK SCIENTIFIC, any fees or damages specified herein shall be waived for directly hiring the Contract Employee. If Contract Employee is directly hired before completing a minimum of nine (9) continuous months of service at Client for AEROTEK SCIENTIFIC, the Client will pay AEROTEK SCIENTIFIC, a fixed fee of an amount equal to 28 % of the Contract Employee's first year annualized salary, including guaranteed bonuses, with Client.

8.2. **ACCOUNT STATUS:** If Client exercises its right to hire an AEROTEK SCIENTIFIC Contract Employee at a time when Client is in breach of paragraph 5 of this Agreement or Client's account is otherwise not current or in good standing, Client agrees to pay the fee of 28% of the Contract Employee's first year annualized salary, including bonuses with Client, even though the Contract Employee has completed nine (9) continuous months of service at Client for AEROTEK SCIENTIFIC.

8.3. **SUBMITTALS - RIGHT TO HIRE:** Resumes submitted to Client are confidential and for Client use only. Client agrees that AEROTEK SCIENTIFIC is the representative of all candidates for which resumes are submitted to Client by AEROTEK SCIENTIFIC in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by AEROTEK SCIENTIFIC is hired either directly or indirectly by Client within twelve (12) months of receipt of the resume, Client agrees to pay to AEROTEK SCIENTIFIC a fixed fee of an amount equal to 28% of the Candidate's first year annualized salary, including guaranteed bonuses.

9. **CONTRACT EMPLOYEE PERFORMANCE:** Within eight (8) business hours from any Contract Employee's starting date ("Initial Period"), Client shall review the Contract Employee's performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes AEROTEK SCIENTIFIC to terminate its engagement of such Contract Employee, Client must notify AEROTEK SCIENTIFIC within the Initial Period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the Initial Period, provided its reasons for termination are not unlawful. If Client becomes dissatisfied with the performance of a Contract Employee after the Initial Period, Client may request that AEROTEK SCIENTIFIC terminate the engagement of that Contract Employee upon written notice to AEROTEK SCIENTIFIC, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

10. **LIMITATION OF LIABILITY:** AEROTEK SCIENTIFIC does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs. Accordingly, Client acknowledges and agrees that AEROTEK SCIENTIFIC is not responsible for any aspects of the Contract Employee's work or the Client's project, including, without limitation, any deadlines or work product. Because AEROTEK SCIENTIFIC is providing supplemental staffing services only, and Client is directing and supervising the Contract Employees who render these services, AEROTEK SCIENTIFIC shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise, except for such losses, liabilities or expenses incurred as a result of a Contract Employee's -acts of omission or negligence.
Client shall indemnify AEROTEK SCIENTIFIC and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims,.

11. **CLIENT PROPERTY:**

11.1. **WORK PRODUCT:** All work product of every kind produced by any Contract Employee on behalf of Client shall be the sole and exclusive property of Client.

11.2. **DAMAGES:** AEROTEK SCIENTIFIC does not provide insurance coverage for any real or personal property of Client, including but not limited to machinery, equipment, computers, tools, vehicles or other real or personal property which is owned or leased by Client. Accordingly, Client agrees that in the event it supplies, provides or otherwise allows AEROTEK SCIENTIFIC Contract Employees to use or have access to any property of Client (including but not limited to cell phones, laptop computers, tools, etc.), Client shall be solely responsible for any damage, theft, repair or loss associated with this property, and Client shall indemnify, hold harmless and defend AEROTEK SCIENTIFIC against and from such claims made or brought for any damaged, stolen or lost property of Client.

11.3. **CONFIDENTIALITY:** AEROTEK SCIENTIFIC recognizes that while performing its duties under this Agreement, AEROTEK SCIENTIFIC and its Contract Employee(s) may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. AEROTEK SCIENTIFIC agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

12. **TIME RECORDS**: AEROTEK Time and Expense shall be the official time record for purposes of payment under *Sections 4 and 5* herein.

13. **PURCHASE ORDERS:** Payment of AEROTEK SCIENTIFIC invoices shall not be dependent upon a Client generated purchase order. If a purchase order is required pursuant to this Section, Client shall deliver to AEROTEK SCIENTIFIC a written purchase order 1day before the first Contract Employee's start date identified on *Exhibit A*. As stated in Section 15.7 herein, this Agreement and Exhibit A constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail.

14. **NOTICES:**

14.1. MANNER: Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

14.2. ADDRESSEE: A Notice shall be addressed, in the case of AEROTEK SCIENTIFIC, to Aerotek Scientific LLC., Attention: Assistant Controller–Central Region at 7301 Parkway Drive, Hanover, MD 21076; or, in the case of Client, to Achaogen, Inc. at 7000 Shoreline Court, #371, South San Francisco, CA 94080 (Address, City, State, and Zip). If sent by facsimile, a Notice shall be sent to AEROTEK SCIENTIFIC at (410) 694-5006 or to Client at (650) 434-3765.

14.3. DELIVERY: A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

14.4. CHANGES: Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

15. MISCELLANEOUS:

15.1. GOVERNING LAW: The laws of the State of New York shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

15.2. SEVERABILITY: A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.

15.3. COUNTERPARTS: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

15.4. HEADINGS: The section and subsection headings have been included for convenience only, are not part of this Agreement, and shall not be taken as an interpretation of any provision of this Agreement.

15.5. BINDING EFFECT: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person other than the parties any rights or remedies.

15.6. AMENDMENTS AND MODIFICATIONS: Except for modifications to Exhibit A pursuant to Section 2 herein, this Agreement may be amended, waived, changed, modified or discharged only by an agreement in writing signed by all of the parties.

15.7. ENTIRE AGREEMENT: This Agreement and Exhibit A hereto constitute the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

15.8. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

15.9. REMEDIES CUMULATIVE: The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

15.10. ARBITRATION: Except as provided in Section 7 of this Agreement, all disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement shall be finally settled in an arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the parties have agreed to go to arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The non-prevailing party to the arbitration shall pay all the prevailing party's expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

15.11. BACKGROUND: The Background is a part of this Agreement.

15.12. ASSIGNMENT: No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that AEROTEK SCIENTIFIC may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any parent, subsidiary or affiliate without the prior written consent of Client.

15.13. MOTOR VEHICLES: AEROTEK SCIENTIFIC'S Contract Employee(s) are not authorized to operate a motor vehicle without AEROTEK SCIENTIFIC'S express written permission. Client shall not request or require AEROTEK SCIENTIFIC'S Contract Employee(s) to perform tasks which require driving a motor vehicle without AEROTEK SCIENTIFIC'S expressed written permission.

15.14. COMPLIANCE: Client agrees that it will comply with applicable federal, state, and local laws in connection with the services provided by AEROTEK SCIENTIFIC hereunder, including but not limited to the following:

15.15. HEALTH AND SAFETY: Client shall provide a safe, clean work environment that complies with all applicable local, state and federal laws. Client agrees to train, certify, evaluate and orient all AEROTEK SCIENTIFIC Contract Employees in all applicable safety (IIPP), hazardous communication (MSDS information, etc.) and operational instructions in the same manner as Client employees and as required by policy or by law, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. To the extent a Contract Employee is obligated to meet site-specific training requirements in order for Client to comply with applicable site-specific legal requirements, the Client shall provide the Contract Employee with all necessary training before placing the Contract Employee into the work environment and before allowing the Contract Employee to commence the specific assignment. Client will provide and require all AEROTEK SCIENTIFIC Contract Employees to wear all appropriate safety equipment. Client will notify AEROTEK SCIENTIFIC immediately in the event of an accident or medical treatment of any AEROTEK SCIENTIFIC Contract Employee, and Client will provide AEROTEK SCIENTIFIC with a completed supervisor's report of injury. In the event of an accident or other incident involving an AEROTEK SCIENTIFIC Contract Employee, AEROTEK SCIENTIFIC shall have the right to conduct an onsite investigation. Client shall cooperate with AEROTEK SCIENTIFIC in the conduct of its investigation. Client will be responsible for all OSHA recordkeeping responsibilities required by law in the performance and execution of the terms of this agreement. Client shall indemnify AEROTEK SCIENTIFIC and hold it harmless against and from any claims made or brought as a result of Client's breach of its obligations contained in this paragraph.

16. GOVERNMENT CONTRACTING – NOTIFICATION AND WAGE DETERMINATION: - Client acknowledges and agrees that Client is responsible for - prior notification to AEROTEK of any applicable prevailing wage determinations and flow down provisions- Should Client fail to notify AEROTEK of an applicable prevailing wage or provide accurate wage determinations, AEROTEK reserves the right to bill Client the difference in the rate for all hours worked plus any statutory or regulatory costs associated with such rate difference.

16.1.1. INTERNATIONAL TRAVEL: AEROTEK SCIENTIFIC's Contract Employee(s) are not authorized to travel internationally without AEROTEK SCIENTIFIC's prior written permission. Client shall not request or require AEROTEK SCIENTIFIC's Contract Employee(s) to perform tasks which require international travel without AEROTEK SCIENTIFIC's prior written permission.

16.1.2. OTHER REQUIREMENTS: Client acknowledges and agrees that it shall be responsible for notifying AEROTEK SCIENTIFIC of any other industry-specific law or regulation applicable to the services provided by AEROTEK SCIENTIFIC prior to any AEROTEK SCIENTIFIC employee providing any services.

16.2. ANNUAL INFLATION ADJUSTMENT: Within the first sixty (60) days of every calendar year, AEROTEK SCIENTIFIC reserves the right to adjust established bill rates with Client by up to 3% to cover specific direct cost increases. This bill rate adjustment will include any statutory, employee benefit, or contract employee compensation increases. AEROTEK SCIENTIFIC will submit a revised Exhibit A reflecting the bill rate adjustment at the effective date of change to the Client for documentation purposes. If direct cost increases are greater than 3% then AEROTEK SCIENTIFIC will secure a revised Exhibit A with Client documenting the new agreed upon rates. Any rate adjustment will be applicable on a going forward basis only.

17.0 NO INSIDER TRADING: AEROTEK SCIENTIFIC acknowledges that Achaogen is a publicly traded company and that, in the course of performance under this Agreement, AEROTEK SCIENTIFIC and its Contract Employee(s) may learn of material, non-public information regarding Achaogen. AEROTEK SCIENTIFIC understands that federal and state securities laws prohibit AEROTEK SCIENTIFIC from purchasing or selling Achaogen's securities while in possession of any such information and from disclosing such information to others.

WE, the undersigned have executed this Agreement the day and year first above written.

AEROTEK SCIENTIFIC, LLC

By: _____

Name: Ann Tran

Title: Account Manager

Date: 06/27/2014

Client: ACHAOGEN, INC.

By: _____

Name: Derek Bertocci

Title: CFO

Date: June 27, 2014

Item	Customer ID	Terms	Due	Days Late	Item Balance	Note	Cur
OP08582345	4306	N15	3/29/2019	33	1,000.00		USD
OP08596865	4306	N15	4/5/2019	26	2,031.20		USD
OP08624375	4306	N15	4/19/2019	12	2,013.39		USD
OP08638080	4306	N15	4/26/2019	5	2,005.81		USD
OP08652320	4306	N15	5/3/2019	-2	2,031.20		USD
OP08666441	4306	N15	5/10/2019	-9	1,802.69		USD