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?**

Brian Matthews

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

Other names the creditor used with the debtor

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)

Where should notices to the creditor be sent?

Brian Matthews

Name

1465 North Alexander Drive

Number Street

Mount Zion IL 62549

City State ZIP Code

Contact phone 217-864-2578

Contact email bamatthews4@comcast.net

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

Name

Number Street

City State ZIP Code

Contact phone

Contact email

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MAY 17 2019

KURTZMAN CARSON CONSULTANTS

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?

1910844190517000000000002

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: ____ ____ ____ ____

7. **How much is the claim?** $ 105,162.72 . **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.
   9 months severance-agreement for change of controlling interest.

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.)

   RECEIVED
   MAY 17 2019
   KURTZMAN CARSON CONSULTANTS

   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.

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.

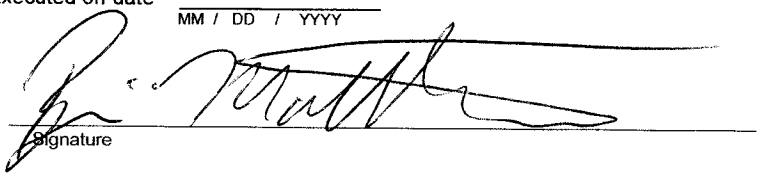
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 05/13/2019
MM / DD / YYYY



Signature

RECEIVED
MAY 17 2019
KURTZMAN CARSON CONSULTANTS

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

Name: Brian (First name) A (Middle name) Matthews (Last name)

Title: Hospital Account Manager

Company: Achaogen, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 1465 N. Alexander Drive
Number Street

Mount Zion (City) IL (State) 62549 (ZIP Code)

Contact phone: 217-864-2578 Email: bamatthews4@comcast.net

DocuSign Envelope ID: 9A75359B-6A96-422C-92E8-91CC22416A05

ACHAOGEN
1 Tower Place, Suite 300
South San Francisco, CA 94080
650 266 1120 www.achaogen.com

December 10, 2018

Brian Matthews

bmatthews@achaogen.com

RE: Achaogen, Inc. Severance Plan

Dear Brian Matthews:

We recognize that the possibility of an acquisition of Achaogen or a potential reduction in force can be a distraction with respect to your work responsibilities and cause you to consider alternative employment opportunities. For that reason, the Board of Directors of Achaogen has approved the attached Achaogen, Inc. Employee Severance Plan ("***Plan***") to provide you with clarity and an incentive to remain with the company and continue to provide your best efforts notwithstanding the possibility of such events.

As discussed in more detail in the attached plan document and summary plan description (Exhibit A), the Plan provides the following benefits to eligible employees below the level of Vice President who experience an involuntary termination of employment, or terminate for good cause, and sign a General Release:

- Severance Pay: 2 or 9 months, depending on whether your employment termination occurs during a change in control period or not
- Payment of 2018 bonus at 100% of target
- Continuation of medical, dental and vision coverage for 3 months
- Accelerated vesting of any Restricted Stock Units (RSUs)
- Outplacement services for 2 months (no General Release required)
- Your company laptop computer
- Accelerated vesting of company matching 401(k) contributions

Please sign below to acknowledge that you became a participant in the Plan as of December 10, 2018, and that you received of a copy of the Plan document and summary plan description, which includes a more detailed discussion of the Plan's severance benefits and limitations.

DocuSigned by:
By: Brian Matthews
AA58E815D351400...

Name: Brian Matthews

Date: 10-Dec-2018

If you have any questions about the Plan and its benefits, please email HR@Achaogen.com or contact Gary Loeb, General Counsel, at GLoeb@Achaogen.com or at (650) 268-5743.

DocuSign Envelope ID: 9A75359B-6A96-422C-92E8-91CC22416A05

ACHAOGEN
1 Tower Place, Suite 300
South San Francisco, CA 94080
650 266 1120 www.achaogen.com

Exhibit A

EMPLOYEE SEVERANCE PLAN

DocuSign Envelope ID: 9A75359B-6A96-422C-92E8-91CC22416A05

ACHAOGEN

EMPLOYEE SEVERANCE PLAN
ACHAOGEN, INC.

PLAN DOCUMENT & SUMMARY PLAN DESCRIPTION

Effective December 10, 2018

I. INTRODUCTION

Achaogen, Inc. (the "***Company***") has established this Severance Plan (the "***Plan***") for the benefit of certain associates of the Company, based on the terms and conditions set forth in the Plan, to provide severance pay and benefits in the event such associates' employment ends as a result of a change in control of the Company, a reorganization of the Company, the elimination of a position or function due to a reduction in force of one or more associates, an associate's involuntary termination without Cause or an associate's Constructive Termination, provided an associate meets the eligibility requirements set out below to become a participant in the Plan. The Plan is intended to be both an unfunded welfare benefit plan for purposes of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***") and an involuntary separation pay program under Treasury Regulation Section 1.409A-1(b)(9). The document serves as both the plan document and the summary plan description for the Plan.

II. EFFECTIVE DATE

This Plan is effective December 10, 2018 (the "***Effective Date***"), and on or after that date it applies to associates of Company who qualify under Section 3 of this Plan to become a participant.

III. PARTICIPATION

In order to become a participant and receive benefits under this Plan, you must meet all of the following conditions:

A. You are designated by the Company as a common law employee below the level of Vice President, and you are regularly scheduled to work or are on a Company-approved leave of absence as of your termination date.

B. You experience a Covered Termination.

C. You are notified in writing by the Company that you are eligible for severance benefits under the Plan.

D. You remain actively employed and in good standing with the Company or on a Company-approved leave of absence, each through your Termination Date.

E. You sign and timely deliver to the Company the General Release, as defined at Section IV of this Plan. The signed General Release must be in the form provided to you by the Company and must be delivered to the Company by the date and in the manner set forth in the General Release. If you do not execute and deliver the General Release within the required time period stated in the General Release, you will not receive any benefits under this Plan. You are responsible for ensuring that the

General Release is delivered within the required period and you should maintain proof of timely delivery. This requirement does not apply to the Outplacement Services in Section V(E).

F. You do not revoke the General Release during any applicable revocation period provided in the General Release. This requirement does not apply to the Outplacement Services in Section V(E).

G. You comply in all material respects with your At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement with the Company (the "***Confidential Information Agreement***") and use best efforts to cure any non-material noncompliance.

IV. DEFINITIONS

A. Cause. Cause includes any of the following: (i) your recklessness or willful misconduct in the performance of the duties and services required of you pursuant to your employment or offer letter agreement with the Company (the "***Employment Agreement***"), if any; (ii) your conviction of, or plea of guilty or nolo contendre to, a felony or crime involving moral turpitude (or any similar crime in any jurisdiction outside the United States); (iii) your material breach of any material provision of your Employment Agreement, the Confidential Information Agreement or corporate code or policy which is incurable or, if curable, remains uncured for thirty (30) days following written notice to you by the Company of such material breach; (iv) any act of fraud, embezzlement or material misappropriation committed by you against the Company, or v) any other action or behavior that causes serious harm to the reputation of the Company. For purposes of this Section, an act or failure to act shall be considered "***willful***" only if done or omitted to be done without a good faith reasonable belief that such act or failure to act was in the best interests of the Company.

B. Change in Control. Change in Control shall mean the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events: (i) a transaction or series of transactions (other than an offering of common stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any "***person***" or related "***group***" of "***persons***" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its subsidiaries, an employee benefit plan maintained by the Company or any of its subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 40% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or (ii) during any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new director(s) (other than a director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in Section IV(B)(i) or IV(B)(iii)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; (iii) the consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction: (1) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting

securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "***Successor Entity***")) directly or indirectly, at least 60% of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and (2) after which no person or group beneficially owns voting securities representing 40% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this Section IV(B)(iii) as beneficially owning 40% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction; (iv) the Company enters into any proceeding under the U.S. Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief; or (v) the Company's stockholders approve a liquidation or dissolution of the Company.

C. Change in Control Period. Change in Control Period means the period of time commencing three (3) months prior to a Change in Control and ending twelve (12) months following the Change in Control.

D. Constructive Termination. Constructive Termination means your resignation from employment with the Company that is effective within thirty (30) days after the occurrence, without your written consent, of any of the following: (i) a diminution in your base compensation or cash bonus target that were in place prior to the Change in Control Period; (ii) a diminution in your title, scope of role or job authorities, responsibilities or duties that were in place prior to the Change in Control Period; (iii) in the case of all employees other than field sales personnel or field medical scientists, the relocation of Employee's principal office to a facility or a location more than twenty (20) miles from Employee's principal office location prior to the Change in Control Period, or in the case of field sales personnel or field medical scientist employees only, the reassignment of Employee's territory of responsibility to a new territory that is not contiguous, does not include the state and city of Employee's personal residence or that would result in a significantly greater amount of time away from home to successfully serve the new territory in comparison to the time away from home required to successfully serve the territory of responsibility in place prior to the Change in Control Period or (iv) the failure by any successor entity or corporation following a Change in Control to assume all obligations under this Agreement. You may assert that Constructive Termination has occurred at any time during the Change in Control Period regardless of when the condition giving rise to the Constructive Termination occurs. You must give notice to the Company of the condition(s) described above, and the Company must be afforded any opportunity (at least 30 days) to cure the condition giving rise to the Constructive Termination.

E. Covered Termination. Covered Termination means (i) the termination of your employment by the Company other than for Cause or (ii) your Constructive Termination.

F. General Release. The General Release means a separation agreement and general release in the form provided by the Plan Administrator that releases all employment related claims. The Plan Administrator will provide you with the General Release no later than your Termination Date.

G. Plan. Plan means the Achaogen, Inc. Employee Severance Plan.

H. Severance Pay. Severance Pay means a payment made to you in consideration of you meeting all the participation requirements under this Plan. The severance pay or benefits would not otherwise be owed to you absent your participation in this Plan The amount of your Severance Pay will be

determined in accordance with Section V(A).

I. Termination Date. Termination Date means the date you experience a Covered Termination (exclusive of any paid leave of absence furnished to you subsequent to the date you experience a Covered Termination to satisfy any of Company's severance obligations to you hereunder or pursuant to WARN). Your Termination Date for purposes of this Plan is determined in the sole discretion of the Plan Administrator and set forth in the General Release.

J. WARN Act. The WARN Act refers to the Federal Worker Adjustment and Retraining Notification Act or a similar state law.

V. SEVERANCE BENEFITS

A. Severance Pay. If you become a participant under the Plan, you will receive Severance Pay, in addition to any accrued but unpaid salary, bonus, benefits, vacation and expense reimbursement payable in accordance with applicable law (except where provided otherwise below), as follows:

1) Covered Termination other than during a Change in Control Period: You shall be entitled to receive two (2) months of your base salary at the highest rate in effect during the twelve months preceding the Termination Date, less applicable withholdings.

2) Covered Termination under During a Change in Control Period: You shall be entitled to receive nine (9) months of your base salary at the highest rate in effect during the twelve months preceding the Termination Date, less applicable withholdings.

3) Payment of Severance Pay. The Company may provide Severance Pay, at its option, via either (i) a lump sum severance payment, (ii) a paid leave of absence furnished to you where you continue to be paid on the Company's payroll or (iii) some combination of the two foregoing options which results in providing you the applicable amount of Severance Pay.

4) Effect of WARN Act. The Severance Pay benefit shall be inclusive of, and not in addition to, any severance or notice provided to you pursuant to the WARN Act, or similar applicable federal or state laws mandating severance or notice periods for terminated employees.

5) Reductions in Severance Pay. Notwithstanding anything herein to the contrary, the Company shall reduce your severance benefits under the Plan, in whole or in part, by any other severance benefits, pay in lieu of notice, or other similar benefits payable to you by the Company in connection with your termination, including but not limited to payments or benefits pursuant to (a) any applicable legal requirement, including, without limitation, WARN or similar applicable federal or state laws mandating severance or notice periods for terminated employees or (b) any Company policy or practice relating to your termination of employment with the Company. The benefits provided under this Plan are intended to satisfy, to the greatest extent possible, any and all statutory obligations that may arise out of your termination of employment. Such reductions shall be applied on a retroactive basis, with severance benefits previously paid being recharacterized as payments pursuant to the Company's statutory obligation. This reduction shall apply in the case where an employee has received severance benefits pursuant to this Plan pursuant to Section V(A)(1) and later becomes eligible for severance benefits again under Section V(a)(2) if a Change in Control Period commences within three (3) months of the Termination Date.

B. 2018 Bonus. You shall be entitled to receive a bonus payment for the work performed by you during 2018 to the extent such bonus has not yet been fully paid to you. This bonus payment shall be equal to 100% of your target annual 2018 bonus, calculated assuming achievement of your and the Company's performance goals at one hundred percent (100%) of target, less applicable withholdings. This bonus shall be prorated if the Termination Date occurs prior to the end of 2018 and if your hiring date with the Company occurred after January 1, 2018. You shall not be entitled to receive any prorated portion of your target annual bonus applicable to work performed in 2019 or later years.

C. Continued Healthcare Subsidy. You shall be entitled to receive three (3) months of continued subsidized healthcare (medical, dental and vision coverage). The Company may provide this continued subsidized healthcare, at its option, via either (i) continuing to provide you and your covered dependents healthcare on their healthcare plans sponsored by the Company on the Termination Date through the three (3) month anniversary of the first day of the month following the Termination Date, with substantially the same premium paid by you and substantially the same subsidy provided by the Company on the Termination Date (as adjusted for annual premium increases applicable to all participants), (ii) the offering of a COBRA subsidy if you timely elect to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***"), by the Company directly paying, or reimbursing you, for the entire premium for you and your covered dependents through the three (3) month anniversary of the first day of the month following the Termination Date, (iii) the payment of a cash healthcare subsidy payment directly to you equal to the amount of the COBRA subsidy that the Company may provide in the foregoing clause (ii), or (iv) some combination of the three foregoing options which results in providing you and your covered dependents a total of three (3) months of continued subsidized healthcare. After the Company ceases to pay or reimburse you for the premiums pursuant to the preceding sentence, you may, if eligible, elect to continue healthcare coverage at your expense in accordance with the provisions of COBRA.

Coverage for you and any of your dependents under the group medical, vision, and dental plan will be subject to any changes in coverage, co-payments or other changes that apply to active associates during the time that you are covered under such programs.

D. Equity Awards. Each outstanding and unvested restricted stock unit (RSU) award (but excluding any stock option awards) held by you shall automatically vest and any forfeiture restrictions or rights of repurchase thereon shall immediately lapse. For the avoidance of doubt, such automatic vesting on the Termination Date shall occur irrespective of the duration of your service with the Company.

E. Outplacement Services. The Company will provide you with outplacement services for a total of two (2) months through a vendor selected by Company. Outplacement services will be defined and approved by the Company, and may include help in job targeting, resume preparation, job market research, and interviewing skills. You may begin to utilize these services as of the Termination Date but in no event can you begin utilizing these services any later than sixty (60) days following the Termination Date.

F. Laptop. Company will transfer ownership to you of your Company-issued laptop after the computer system and all electronic data has been permanently wiped and deleted.

G. Company 401(k) Matching. Company will automatically accelerate the vesting of all of the Company's unvested matching contributions to your 401(k) account.

VI. CONDITIONS AND LEGAL ISSUES

A. Company's Successors. Except as set forth above, any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to the Company's business and/or assets shall assume the obligations under this Plan and agree expressly to perform the obligations under this Plan in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "***Company***" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this section or which becomes bound by the terms of this Plan by operation of law.

B. Employee's Successors. The terms of this Agreement and all rights of you hereunder shall inure to the benefit of, and be enforceable by, your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

C. Administration. The Plan shall be administered and operated by the Plan Administrator (as identified in the "***Plan Information***" section below). The Plan Administrator can establish rules for administering the Plan and has sole discretionary authority to interpret the terms of the Plan. Notwithstanding the foregoing, Company (or its delegate) will have sole authority to determine all questions of eligibility for participation under the Plan. The Plan Administrator may delegate any duties to another person or persons. All decisions of Company or the Plan Administrator or their delegates regarding any benefits or payments under this Plan are final and binding on all persons.

D. No Vested Rights. You (and any of your beneficiaries) have no vested rights under the Plan and no provision of the Plan shall be construed as giving you any nonforfeitable or vested rights to any severance benefits.

E. No Deferred Compensation. Payments and benefits under the Plan are intended to be exempt from Section 409A of the Internal Revenue Code (the "***Code***"), including, but not limited to the exemptions under Treasury Regulation. Sections 1.409A-1(a)(5), 1.409A-1(b)(4) and 1.409A-1(b)(9), and the terms and conditions of the Plan will be construed and operated as necessary to comply with such intent. Any and all payments under the Plan will each be treated as separate payments for purposes of Code Section 409A and shall not be aggregated with any other payments. All payments and benefits under the Plan are paid from the Company's general assets. Notwithstanding any provision to the contrary, if any portion of the benefits or payments under the Plan are determined to be a deferral of compensation not exempt from Code Section 409A, (1) the terms and conditions of the Plan shall be construed as necessary to comply with Code Section 409A, and (2) if you are deemed at the time of your separation from service to be a "***specified employee***" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the benefits to which you are entitled under this Plan is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of your benefits shall not be provided to you prior to the earlier of (A) the expiration of the six (6)-month period measured from the date of your Separation from Service or (B) the date of your death. Notwithstanding any provision of the Plan to the contrary, if a Change in Control constitutes a payment event for any amount that constitutes deferred compensation that is subject to Section 409A of the Code, the transaction or event described in section V(B) (i), (ii), (iii), (iv) or (v) with respect to such amount (or portion thereof) must also constitute a "***change in control event***," as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code Section 409A.

E. Limitation on Payments. Notwithstanding anything in this Plan to the contrary, if any payment or distribution that you would receive pursuant to this Plan or otherwise ("***Payment***") 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 such Payment shall either be (i) delivered in full, or (ii) delivered as to such lesser extent which would result in no portion of such Payment 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 the receipt by you on an after-tax basis, of the largest payment, notwithstanding that all or some portion the Payment may be taxable under Section 4999 of the Code. The accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the Change in Control shall perform the foregoing calculations. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder. The accounting firm shall provide its calculations to the Company within fifteen (15) calendar days after the date on which your right to a Payment is triggered (if requested at that time by the Company or you) or such other time as requested by the Company or you. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and you. Any reduction in payments and/or benefits pursuant to this Section VI(F) will occur in the following order: (1) reduction of cash payments; (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits payable.

G. Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California to the extent that ERISA does not apply.

H. Severability. The invalidity or unenforceability of any provision or provisions of this Plan shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

I. Confidentiality. You hereby expressly confirm your continuing obligations to the Company pursuant to your Confidential Information Agreement.

J. Non-Disparagement. By accepting severance benefits payable under the Plan, you agree that you shall not disparage, criticize or defame the Company, its affiliates and their respective affiliates, directors, officers, agents, partners, stockholders or employees, either publicly or privately. The Company agrees that it shall not, and it shall instruct its officers and members of its Board to not, disparage, criticize or defame you, either publicly or privately. Nothing in this Section VI(J) shall have application to any evidence or testimony required by any court, arbitrator or government agency.

VII. CLAIMS AND APPEALS PROCEDURE

A. Filing a Claim. If you believe that you have been denied a benefit under this Plan, you may submit a claim for benefits under this Plan (a "***Claim***") to the Plan Administrator in writing at:

Achaogen, Inc.
1 Tower Place, Suite 300
South San Francisco, CA 94080
Attn: Employee Severance Plan Administrator
Legal Department

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Any Claim must be filed under these procedures no later than one year from the date of the action that gave rise to the Claim.

If you have a claim for medical, vision, or dental benefits under the medical, vision, or dental plan, you must file that claim in accordance with that plan's claims and appeal procedures. This Plan does not determine those claims.

When a Claim has been filed properly, it will be evaluated and you will be notified of the approval or denial of the Claim within 90 days after the receipt of the Claim, unless special circumstances require an extension of time for processing the Claim. If such an extension of time for processing is required, you will receive written notice of the extension prior to the termination of the initial 90-day period. The notice will specify the special circumstances requiring an extension and the date by which a final decision will be reached (a date not later than 180 days after the date on which the Claim was filed). You will be given a written notice advising whether or not the Claim is denied, in whole or in part. If a Claim is denied, in whole or in part, the notice shall contain: (a) the specific reasons for the denial, (b) reference to the specific Plan provisions on which the determination is based, (c) a description of any additional material or information necessary to perfect the Claim and an explanation of why such material or information is necessary, (d) an explanation of your right to seek review of the denial, and (e) a statement of your right to bring a civil action under Section 502(a) of ERISA following a denial on review.

B. Review of Claim Denial. If a Claim is denied, in whole or in part, you shall have 60 days following the receipt of the denial to appeal the denial. Such appeal must be submitted in writing to the Severance Plan Administrator at the same address to which your Claim was submitted. In addition, upon receipt of the denial, you will have: (a) the right to request that the Plan Administrator review the denial, (b) the opportunity to submit written comments, documents, records, and other information relating to the Claim, and (c) the opportunity upon request and free of charge, to have reasonable access to, and copies of, all documents, records, and other information relevant to your Claim (that is not privileged or protected). The review shall take into account all comments, documents, records, and other information submitted by you relating to the Claim, without regard to whether such information was submitted or considered in the initial denial.

If you request a review of the denial, the review shall be made within 60 days after your request for review is received by the Plan Administrator. If the Claim on review is denied, you will be advised in writing of the decision on review within 60 days after your request for review is received by the Plan Administrator, unless special circumstances require an extension of time for processing the review, in which case you will be given a written notification within the initial 60-day period specifying the reasons for the extension and when such review shall be completed. If the Claim is denied on review, the decision on review by the Plan Administrator will be forwarded to you in writing and will: (a) state the specific reason(s) for the denial, (b) reference the specific Plan provisions on which the benefit determination is based, (c) contain a statement that you are entitled to receive, upon request and free of charge, to have reasonable access to, and copies of, all documents, records, and other information relevant to your Claim for benefits (that is not privileged or protected), and (d) contain a statement of your right to bring an action under Section 502(a) of ERISA. A decision on review will be final and binding on all persons for all purposes. The Plan Administrator has discretionary power to make determinations regarding all claims on appeal. All decisions or actions of the Plan Administrator arising in connection with the Plan shall be final and binding upon all associates and their beneficiaries.

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C. Exhaustion of Remedies. No legal or equitable action for benefits under the Plan shall be brought unless and until you have submitted a timely written Claim for benefits, have been notified that the Claim is denied, have filed a timely written request for a review of the Claim, and have been notified in writing that the Plan Administrator has affirmed the denial of the Claim. Any litigation or legal action initiated by you must be brought no later than one year following a final decision on the Claim. Notwithstanding the foregoing, in no event may you initiate litigation or legal action more than two years after the facts giving rise to the action occurred. The foregoing limitations on litigation or legal action for benefits will apply in any forum where you initiate such litigation or legal action.

IX. PLAN INFORMATION

ERISA mandates that the following information be given to associates as part of any Summary Plan Description.

Plan Name: Achaogen, Inc. Employee Severance Plan

Plan Number: 502

Plan Year: The Plan is administered based on the Company's fiscal year.

Plan Sponsor: Achaogen, Inc.

Plan Administrator: Zeryn Sarpangal, Chief Financial Officer at Achaogen, Inc.

Type of Administration: Self-administered by Achaogen, Inc.

Employer Identification Number: 680533693

Service of Process: Process may be served on the Plan by directing such legal process to:

Achaogen, Inc.
1 Tower Place, Suite 300
South San Francisco, CA 94080
Attn: General Counsel

In addition, service of legal process may be made upon the Plan Administrator.

Type of ERISA Plan, Contributions, and Funding: The Plan is an ERISA welfare benefit plan. Plan benefits are paid out of general assets of the Company.

X. STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office, all documents governing the plan, and a copy of the latest annual report (Form 5500 Series) filed by the plan (if applicable) with the U.S. Department of Labor and available at the Public Disclosure Room at the Employee Benefits Security Administration.

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- Obtain, upon written request to the Plan Administrator, copies of all the documents governing the operation of the Plan, and copies of the latest annual report (Form 5500 Series, if applicable) and updated summary plan description. The administrator may make a reasonable charge for the copies.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the plan, called fiduciaries of the plan, have a duty to do so prudently and in the interest of you and other participants and beneficiaries.

No one, including your Employer, your union, or any other person, may terminate your employment or otherwise discriminate against you in any way for the purpose of preventing you from obtaining a pension or welfare benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have the right to know why this was done, obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, after you have appealed the claim through the plan's claims procedures, you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have voluntarily entered into a binding arbitration agreement with your Employer, your right to file suit in a Federal court may be limited by that arbitration agreement.

If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at **1-866-444-EBSA**.

XI. EXECUTION

To record the adoption of the Plan to read as set forth herein, the Company has caused its authorized representative to sign this document this 10th day of December, 2018.

By: 

Blake Wise, Chief Executive Officer

For: ACHAOGEN, INC.

SEPARATION AGREEMENT AND GENERAL RELEASE

1. **Purpose of Agreement.** The intent of this Separation Agreement and General Release ("***Agreement***") is to mutually, amicably, and finally resolve and compromise all issues and claims surrounding the employment of **Brian Matthews** ("***Employee***") with Achaogen, Inc. ("***Employer***") and the end of that employment relationship. This Agreement becomes effective on the eighth day after it is executed by Employee ("***Effective Date***").

2. **Separation of Employment and Receipt of Compensation and Benefits.** On February 28, 2019, Employee was informed that his/her employment was being terminated due to a reduction in force. Employee's employment officially terminated effective March 31, 2019 ("***Separation Date***") at which time he/she received his/her final paycheck along with accrued and unused PTO. Employee was informed that beginning on March 5, 2019 and continuing through and until the Separation Date, he/she was placed on a paid leave of absence during which time he/she was not obligated to perform any services on Employer's behalf with the exception of responding in a timely fashion to inquiries by management concerning work or projects that Employee had been performing ("***Transition Period***"). During the Transition Period, Employee continued to receive his/her current wages and benefits and continued to receive his/her paychecks at the normal payroll intervals. Employee was required to return to Employer all materials and property, in any form, in his/her possession or under his/her control containing any proprietary information (as defined in the At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement ("***Invention Assignment Agreement***") previously executed by Employee as a condition of employment) and all property belonging to Employer no later than March 5, 2019.

3. **Employer's Consideration for Agreement.** In exchange for the release and agreements that Employee is making in this Agreement, Employer will provide the following severance payment and benefits to Employee so long as (i) he/she signs this Agreement no later than 45 days after Employee's receipt of a copy of this Agreement that has been signed by Employer and does not revoke the Agreement within seven (7) days after signing it. **This Agreement must be signed by Employee in order to receive the following**:

(a) A lump sum of **$14,965.39,** less all legally required state and federal tax withholdings, equal to Employee's base salary compensation that would have been paid to Employee for the period from April 1, 2019 to May 4, 2019 ("***Severance Payment***"). The Severance Payment will be mailed to the Employee no later than ten (10) days after the Effective Date of this Agreement, assuming that Employee has returned all materials and property to Employer no later than March 5, 2019.

(b) Employer will pay for those costs necessary for continuation of health insurance benefits pursuant to the provisions of COBRA for the months of April and May 2019, to the extent Employee properly and timely elects COBRA benefits. Effective

June 1, 2019, Employee shall be solely responsible for all costs associated with continuing benefits under COBRA.

(c) Employer will transfer ownership to Employee of Employee's Company-issued laptop after the computer system and all electronic data has been permanently wiped and deleted.

(d) Employer will accelerate the vesting of all of Employee's outstanding and unvested restricted stock option (RSU) awards (but excluding any stock options awards) and any forfeiture restrictions or rights of repurchase on such RSUs shall immediately lapse.

Employee acknowledges and agrees but for his/her execution of this Agreement, he/she would not otherwise be entitled to the benefits described in this Paragraph 3.

Employee has up to forty-five (45) days from the date he/she receives a copy of this Agreement signed by Employer via DocuSign within which to consider whether he/she should sign this Agreement. **Employee shall not sign this Agreement prior to March 31, 2019.** If Employee chooses to sign the Agreement, he/she shall have seven (7) days after signing it to revoke the Agreement. To revoke the Agreement, Employee must deliver written notice of the revocation to Gary Loeb, General Counsel, Achaogen, Inc., One Tower Place, South San Francisco, CA 94080 or to GLoeb@Achaogen.com, so that it is received before the seven-day revocation period expires.

4. **Employee's Consideration for Agreement.** In consideration for the payments and undertakings described in this Agreement, Employee releases and waives ***any and all claims*** that he/she might possibly have against Employer, ***whether he/she is aware of them or not***. In legal terms, this means that, individually and on behalf of his/her representatives, successors, and assigns, Employee does hereby completely release and forever discharge Employer, its successors, assigns, directors, officers, owners, Board members, founder, shareholders, managers, agents, and past and present employees, and all Employer benefit plans, plan fiduciaries, plan administrators, and plan service providers from all claims, rights, demands, actions, obligations, and causes of action of any and every kind, nature and character, known or unknown, which Employee may now have, or has ever had, against him/her arising from or in any way connected with Employee's employment with Employer and/or the termination thereof. This Release covers all statutory, common law, constitutional and other claims, ***including but not limited to***:

(a) Any and all claims for wrongful discharge, constructive discharge, or wrongful demotion;

(b) Any and all claims relating to any contracts of employment, express or implied, or breach of the covenant of good faith and fair dealing, express or implied;

(c) Any and all tort claims of any nature, including but not limited to claims for negligence, defamation, misrepresentation, fraud, or negligent or intentional infliction of emotional distress;

(d) Any and all claims for wages, compensation, bonuses, commissions, penalties, and/or benefits under any statutory or common law theory whatsoever;

(e) Any and all claims under federal, state or municipal statutes or ordinances, including but not limited to: any claims for harassment, retaliation or discrimination; any claims under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. Section 1981, the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act, the Americans With Disabilities Act, the Employment Retirement Income Security Act, the Family and Medical Leave Act, the California Family Rights Act or any other comparable state statute, the California Labor Code or any other comparable state statute, Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); Illinois Whistleblower Act (740 ILCS 174); Illinois Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130); Illinois Wage Payment and Collection Act (820 ILCS 115); Equal Wage Act (820 ILCS 110); Equal Pay Act of 2003 (820 ILCS 112), the Worker Adjustment and Retraining Notification Act and any state counterpart, and any other laws and regulations relating to employment or the termination of employment; and

(f) Any and all claims for attorneys' fees or costs.

This release is not intended to encompass claims that cannot legally be released by private agreement, such as claims under Labor Code section 2802 and claims for workers' compensation or unemployment benefits. Nor is this release intended to prevent Employee from filing a statutory claim concerning employment with Employer or the termination thereof with the federal Equal Employment Opportunity Commission, the National Labor Relations Board, or similar state agencies. However, if Employee does so, or if any employment-related claim is prosecuted in his/her name before any court or administrative agency, Employee waives and agrees not to take any award of money or other damages from such suit. Employee acknowledges that he/she has not suffered any on-the-job injury or occupational disease for which Employee has not already filed a claim. Employee further acknowledges that he/she has properly reported all hours worked and received the appropriate compensation for all hours worked.

5. **Waiver of Unknown Future Claims.** Employee has read Section 1542 of the Civil Code of the State of California, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Employee understands that Section 1542 gives him/her the right not to release existing claims of which he/she is not now aware, unless he/she voluntarily chooses to waive this right. Even though he/she is aware of this right, Employee nevertheless hereby

voluntarily waives the rights described in Section 1542, or any other comparable state statute, and elects to assume all risks for claims that now exist in his/her favor, ***known or unknown***, arising from the subject matter of this Agreement.

6. **Employee's Expense Reports and PTO.** Employee acknowledges that as of the date he/she signs this Agreement, he/she has properly submitted all expense reimbursement reports and accurate time sheets reflecting all PTO days taken up to and through the day on which he/she signs this Agreement.

7. **Confidentiality of Agreement.** Employee agrees that the terms and conditions of this Agreement are strictly confidential. He/she shall not disclose, discuss or reveal the terms of this Agreement to any persons, entities or organizations except as follows: (a) as required by court order; (b) to Employee's spouse or partner (provided that Employee's spouse or partner also agrees to keep this Agreement strictly confidential); or (c) to Employee's legal and financial advisors. Notwithstanding anything to the contrary contained herein, nothing in this Agreement or the Invention Assignment Agreement shall prohibit Employee from reporting possible violations of federal law or regulation to any United States governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation (including the right to receive an award for information provided to any such government agencies). Furthermore, in accordance with 18 U.S.C. § 1833, notwithstanding anything to the contrary in this Agreement or the Invention Assignment Agreement: (i) Employee shall not be in breach of this Agreement or the Invention Assignment Agreement, and shall not be held criminally or civilly liable under any federal or state trade secret law (x) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (y) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (ii) if Employee files a lawsuit for retaliation by the Employer for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney, and may use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

8. **Non-disparagement.** Employee agrees not to disparage Employer, its Board, officers, owners, managers, employees, products and services to any third-party.

9. **Interpretation and Construction of Agreement.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Regardless of which party initially drafted this Agreement, it shall not be construed against any one party, and shall be construed and enforced as a mutually prepared Agreement.

10. **No Admission of Liability.** By entering into this Agreement, Employer is not admitting to any liability, wrongdoing or legal violation whatsoever with regard to the employment relationship between the parties or with respect to any claims released herein. Employer expressly denies any and all such liability and wrongdoing.

11. **Complete and Voluntary Agreement.** Employee acknowledges that he/she has read and understands this Agreement; that he/she has had the opportunity to seek legal counsel of his/her own choosing and to have the terms of the Agreement fully explained to him/her; that he/she is not executing this Agreement in reliance on any promises, representations or inducements other than those contained herein; and that he/she is executing this Agreement voluntarily, free of any duress or coercion. Employee specifically understands that by entering into this Agreement he/she is forever foreclosed from pursuing any of the claims he/she has waived in Paragraphs 4 and 5 above.

12. **Savings Clause.** Should any of the provisions of this Agreement be determined to be invalid or unenforceable by a court or government agency of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of the other provisions herein.

13. **Scope of Agreement.** This Agreement constitutes the entire understanding of the parties on the subjects covered. Except as expressly provided here, this Agreement supersedes and renders null and void any and all prior agreements on the same subjects between Employee and Employer with the exception of the Invention Assignment Agreement.

14. **Proprietary Information.** Employee acknowledges and agrees that he/she remains bound by the terms of the Employer's Invention Assignment Agreement, which he/she executed as a condition of employment and which remains in full force and effect. Employee agrees to sign and return Exhibits A, B & C to Employer along with this Agreement. **This Agreement is not valid if Employee signs this Agreement or Exhibits A, B & C prior to March 31, 2019.**

15. **Arbitration.** The parties agree that any controversy involving the construction or application of any terms, covenants or conditions of this Agreement, or any claims arising out of or relating to this Agreement or the breach thereof will be submitted to and settled by final and binding arbitration, pursuant to the Federal Arbitration Act, in San Francisco, California. The arbitration shall be conducted by a neutral arbitrator in accordance with the Employment Arbitration Rules and Mediation Procedures issued by the American Arbitration Association (AAA), available to review and download on the Internet at www.adr.org/rules. Each side will bear its own attorneys' fees in any such arbitration, and the arbitrator shall not have authority to award attorneys' fees *unless* a statutory section at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator has the authority to make such award as permitted by the statute in question.

16. **Use of Electronic Signature.** If Employee chooses to sign the Agreement and its Exhibits, he/she shall sign electronically via DocuSign.

17. **Older Workers' Benefit Protection Act Coverage.** Pursuant to the Age Discrimination in Employment Act and the Older Workers' Benefit Protection Act, Employer hereby advises Employee of the following:

(a) Employee is advised to consult with an attorney prior to signing this Agreement.

(b) Employee has up to forty-five (45) days from the date he/she receives this Agreement via DocuSign within which to consider whether he/she should sign this Agreement. **Employee shall not sign this Agreement until March 31, 2019.** If Employee signs the

Agreement, he/she shall have seven (7) days after signing it to revoke the Agreement. To revoke the Agreement, Employee must deliver written notice of the revocation to Gary Loeb, General Counsel, Achaogen, Inc., One Tower Place, South San Francisco, CA 94080 or to GLoeb@Achaogen.com, so that it is received before the seven-day revocation period expires.

(c) Employee understands that other employees laid off by the Employer have been given the opportunity to receive termination benefits in exchange for a release of claims. Exhibit D to this Agreement discloses the job titles and ages of all individuals selected for the layoff, and the job titles and ages of individuals not selected for the layoff.

(d) In signing this Agreement, Employee is not releasing or waiving any federal age discrimination claims based on conduct or events that occur after the Agreement is signed.

[*signatures on the following page*]

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A FULL RELEASE OF LEGAL CLAIMS, BOTH KNOWN CLAIMS AND UNKNOWN CLAIMS.

01-Apr-2019

Dated: _____

By: DocuSigned by: Brian Matthews 18F71C6CF5CE452...

Brian Matthews

31-Mar-2019

Dated: _____

ACHAOGEN, INC.

By: DocuSigned by: Gary Loeb 6A01A65E3D4E4AB...

Gary Loeb
General Counsel

EXHIBIT A TO AGREEMENT

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Achaogen, Inc., its subsidiaries, affiliates, successors or assigns (together, the "***Company***").

I further certify that I have complied with all the terms of the Company's Employment, Confidential Information, Invention Assignment and Arbitration Agreement previously signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from this date, I will not solicit, induce, recruit or encourage any of the Company's employees to leave their employment.

Dated: 01-Apr-2019

DocuSigned by:
Brian Matthews
18F71C6CF5CE452...

Brian Matthews

EXHIBIT B TO AGREEMENT
FINAL PAYCHECK ACKNOWLEDGEMENT

Employee: Brian Matthews Date: 03/31/2019

This is to acknowledge that I have received my final paycheck(s) from Achaogen. The check is in the amount of **$18,223.80, gross**.

Payment Type	Gross Amount
Regular Pay	$ 6,572.67
Accrued and Unused PTO	$ 10,557.07
One Month's Mobile Phone Allowance (and Internet Service for field employees only) (grossed up for estimated taxes)	$ 344.06
For field employees only, One Month's Auto Allowance	$ 750.00

To the best of my knowledge, Achaogen does not owe me any additional money, except for any severance payments that may become payable to me pursuant to executed separation agreements.

DocuSigned by:
Brian Matthews
18F71C8CF5CE452...

01-Apr-2019

Employee Signature *Date*

EXHIBIT C TO AGREEMENT
NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP
(Termination Notice Pursuant to Provisions of Section 1089 of the California Unemployment Insurance Code)

Name: Brian Matthews Social Security Number: _xxx-xx-9472

Your employment status has changed for the reason checked below:

☐ Voluntarily resigned effective _____.

XX Laid-off 3/31/2019

☐ Leave of absence effective _____, with a return to work date of _____.

☐ Discharge effective _____.

☐ Refusal to accept available work effective _____.

☐ Change in status from employee to independent contractor, effective _____.

Comments: _____

_____

Address Change: _____

_____

_____

Phone Number: _____

Gary Loeb, General Counsel	Achaogen, Inc.
Human Resources Name	*Company Name*
DocuSigned by: Gary Loeb 6A01A65E3D454AB...	31-Mar-2019
Human Resources Signature	*Date*

Notice Acknowledgment

I received a copy of this notice on 01-Apr-2019 (please fill in date and sign below).

DocuSigned by: Brian Matthews 18E71C8CE5CE452...	Brian Matthews
Employee Signature	*Print Name*

EXHIBIT D TO AGREEMENT

DISCLOSURE UNDER TITLE 29 U.S. CODE SECTION 626(f)(1)(H)

Confidentiality Provision: *The information contained in this document is confidential. You may not disclose this information to anyone except as allowed by Paragraph 7 of the Separation Agreement.*

1. Severance packages are being offered to you and other employees who have been chosen for layoff from Achaogen, Inc.
2. Each employee whose job position is being eliminated is eligible for a severance package if the employee executes a general release of claims.
3. All eligible employees will have up to 45 days to review the terms and conditions of the severance package, and seven days to revoke the release of claims under the Age Discrimination in Employment Act of 1967 and the Older Workers' Benefit Protection Act, should they choose to do so.
4. The following is statistical information about employees who were and were not selected for layoff and/or severance benefits; such disclosure is required by law (employment status, titles and ages were accurate as of February 28, 2019):

EMPLOYEES ELECTED FOR LAYOFF AND ELIGIBLE FOR THE SEVERANCE PACKAGE	
Job Title	**Age**
Senior Accountant	34
Associate Director, Medical Science	42
Associate General Counsel, Healthcare Law	51
Director, Medical Science	39
Director, Medical Scientist	44
Director, Toxicology	50
Hospital Account Manager	44
Hospital Account Manager	68
Hospital Account Manager	39
Hospital Account Manager	48
Hospital Account Manager	43
Hospital Account Manager	41
Hospital Account Manager	46
Hospital Account Manager	33
Hospital Account Manager	44
Hospital Account Manager	46
Hospital Account Manager	52
Hospital Account Manager	47
Hospital Account Manager	46

Hospital Account Manager	52
Hospital Account Manager	40
Hospital Account Manager	42
Hospital Account Manager	42
Hospital Account Manager	39
Hospital Account Manager	40
Marketing Specialist I	34
Regional Business Director	48
Regional Business Director	39
Regional Business Director	55
Regional Business Director	40
Specialist, Accounts Payable	49
Sr. Director, Sales & Strategic Operations	44
Sr. Director, Scientific Communications	43
Sr. Scientist, Formulation Development	34
Vice President, Pharmacovigilance	61
Vice President, Sales	47
VP of Tech Ops	43
VP Strategic Planning	46
VP, Chemistry	45
VP, Development & Medical Affairs	53

EMPLOYEES NOT SELECTED FOR LAYOFF AND NOT ELIGIBLE FOR THE SEVERANCE PACKAGE

JOB TITLE	AGE
Accountant	25
AD HR Ops	54
Associate Director, ERP	45
Associate Director, Technical Accounting and SEC Reporting	28
CEO	48
Chief Administrator	39
Chief Business Officer	51
Chief Commercial Officer	44
Chief Financial Officer	38
Clinical Operations Associate Director	51
CMC Associate Director	40
CMC Director	37
Dir, Regulatory Operations	49

Director, Medical Science	44
Director, Outcome Research & Quality Care	53
Director, Procurement	32
Director, Regulatory CMC	43
Facilities Specialist	41
General Counsel	49
Hospital Account Manager	40
Hospital Account Manager	40
Hospital Account Manager	49
Information Technology Associate Director	37
National Director, Health Systems	42
Principal Scientist, Analytical Chemistry	58
Regional Business Director	38
Senior Accounting Manager	47
Senior Director, Market Access	51
Senior Medical Scientist	33
Senior Medical Scientist	43
Sr Director, TDM/ Antibody CMC Dev	43
Sr. Director Accounting, Controller	45
Sr. Director, Clinical Development	30
Sr. Director, Corporate Development & Head of Microbiology	44
Sr. Director, Finance	59
Sr. Executive Assistant	44
Sr. Manager, Technical QA	41
Vice President, Finance & Accounting	49
Vice President, Life Cycle Leader	43
VP Infectious Disease Research	39
VP, Deputy General Counsel	44
VP, Head of Early Development	57