

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K/A
(Amendment No. 1)

(Mark One)

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

For the fiscal year ended December 31, 2020

OR

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

For the transition period from _____ to _____

Commission File Number: 001-39035



10x Genomics, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

6230 Stoneridge Mall Road

Pleasanton, California

(Address of principal executive offices)

45-5614458

(I.R.S. Employer
Identification No.)

94588

(Zip Code)

Registrant's telephone number, including area code: (925) 401-7300

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock, par value \$0.00001 per share	TXG	The Nasdaq Stock Market LLC

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

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

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

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

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes No

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

Aggregate market value of registrant's common stock held by non-affiliates of the registrant, based upon the closing price of a share of the registrant's common stock on June 30, 2020 (the last business day of the registrant's most recently completed second quarter) as reported by Nasdaq Global Market on that date was \$7.3 billion.

As of January 31, 2021, the registrant had 86,071,237 shares of Class A common stock, \$0.00001 par value per share, outstanding and 22,681,465 shares of Class B common stock, \$0.00001 par value per share, outstanding.

Portions of the registrant's Definitive Proxy Statement relating to the registrant's 2021 Annual Meeting of Shareholders are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. Such Definitive Proxy Statement will be filed with the Securities and Exchange Commission within 120 days after the end of the registrant's fiscal year ended December 31, 2020.

Explanatory Note

10x Genomics, Inc. (the “Company”) is filing this Amendment No. 1 on Form 10-K/A (the “Amendment”) to the Company’s Annual Report on Form 10-K for the year ended December 31, 2020 (the “Form 10-K”), filed with the Securities and Exchange Commission on February 26, 2021 (the “Original Filing Date”), to update the exhibit index included in Part IV, Item 15(a)(3) of the Form 10-K to (i) include Ms. Ruth De Backer’s employment offer letter as exhibit 10.9 hereto and (ii) incorporate by reference certain previously filed exhibits which were inadvertently omitted from the exhibit index of the Form 10-K.

No other changes have been made to the Form 10-K. Except as indicated otherwise herein, this Amendment speaks as of the Original Filing Date, does not reflect events that may have occurred subsequent to the Original Filing Date, and does not modify or update in any way disclosures made in the Form 10-K.

Pursuant to Rule 12b-15 under the Securities Exchange Act of 1934, as amended, currently-dated certifications from the Company’s Chief Executive Officer and Chief Financial Officer are included as Exhibits to this Amendment No. 1, as required by Section 302 of the Sarbanes-Oxley Act of 2002.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

- (a) The following documents are filed as part of this Annual Report:
- (3) List of Exhibits required by Item 601 of Regulation S-K

Exhibit Number	Exhibit Title	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
3.1	Amended and Restated Certificate of Incorporation of the Registrant.	8-K	001-39035	3.1	9/16/2019
3.2	Amended and Restated Bylaws of the Registrant.	8-K	001-39035	3.1	3/26/2020
4.1	Amended and Restated Investors' Rights Agreement, dated as of October 18, 2018, by and among the Registrant and the other parties thereto.	S-1/A	333-233361	4.1	8/19/2019
4.2	Form of Stock Certificate for Class A common stock of the Registrant.	S-1	333-233361	4.2	8/19/2019
4.3	Description of the Registrant's Securities.	10-K	333-39035	4.3	2/27/2020
10.1+	Amended and Restated 2012 Stock Plan and forms of award agreements thereunder.	S-1/A	333-233361	10.10	9/3/2019
10.2+	2019 Omnibus Incentive Plan and forms of award agreements thereunder.	S-1/A	333-233361	10.11	9/3/2019
10.3+	2019 Employee Stock Purchase Plan and forms of agreements thereunder.	10-Q	001-39035	10.4	11/12/2019
10.4+	Non-Employee Director Compensation Policy.	S-1	333-233361	10.13	8/19/2019
10.5+	Form of At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement.	S-1	333-233361	10.16	8/19/2019
10.6+	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.	S-1/A	333-233361	10.17	9/3/2019
10.7+	Employment Offer Letter by and between the Registrant and Eric S. Whitaker.	S-1	333-233361	10.14	8/19/2019
10.8+	Employment Offer Letter by and between the Registrant and Justin McAnear.	S-1	333-233361	10.15	8/19/2019
10.9+	Employment Offer Letter by and between the Registrant and Ruth De Backer.				
10.10	Lease Agreement, dated August 2, 2018, between the Registrant and 6200 Stoneridge Mall Road Investors LLC.	S-1	333-233361	10.3	8/19/2019
10.11	First Amendment to Lease Agreement, dated May 20, 2019, between the Registrant and 6200 Stoneridge Mall Road Investors LLC.	S-1	333-233361	10.4	8/19/2019
10.12	Second Amendment to Lease Agreement, dated July 24, 2020, between the Registrant and 6200 Stoneridge Mall Road Investors LLC.	10-Q	001-39035	10.6	8/12/2020
10.13	Agreement for Purchase and Sale, dated August 10, 2020, between the Registrant and Equity One (West Coast Portfolio) LLC.	10-Q	001-39035	10.7	8/12/2020
10.14	Amendment to Agreement for Purchase and Sale, dated October 15, 2020, between Registrant and Equity One (West Coast Portfolio) LLC.	10-Q	001-39035	10.3	11/12/2020
10.15	Lease Agreement, dated November 6, 2020, between the Registrant and 6200 Stoneridge Mall Road Investors LLC.	10-Q	001-39035	10.4	11/12/2020
10.16	ReadCoor Merger Agreement.	10-K	333-39035	10.6	2/26/2021
10.17+	Form of Restricted Stock Unit Award under the 2019 Omnibus Incentive Plan.	10-K	333-39035	10.7	2/26/2021
10.18+	Form of Incentive Stock Option Award (US Participants) under the 2019 Omnibus Incentive Plan.	10-K	333-39035	10.8	2/26/2021
10.19+	Form of Nonqualified Stock Option Award (Board of Directors) under the 2019 Omnibus Incentive Plan.	10-K	333-39035	10.9	2/26/2021

Exhibit Number	Exhibit Title	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
10.20+	Form of Nonqualified Stock Option Award (US Participants) under the 2019 Omnibus Incentive Plan.	10-K	333-39035	10.10	2/26/2021
10.21+	Form of Nonqualified Stock Option Award (Non-US Participants) under the 2019 Omnibus Incentive Plan.	10-K	333-39035	10.11	2/26/2021
10.22#	License Agreement, dated September 26, 2013, between the Registrant and the President and Fellows of Harvard College.	S-1	333-233361	10.5	8/19/2019
10.23#	Amendment No. 1 to License Agreement, dated October 25, 2018, between the Registrant and President and Fellows of Harvard College.	S-1	333-233361	10.6	8/19/2019
10.24#	Exclusive (Equity) Agreement, dated October 15, 2015, between Epinomics, Inc. and The Board of Trustees of the Leland Stanford Junior University.	S-1	333-233361	10.7	8/19/2019
10.25	Amendment No. 1 to the License Agreement, dated February 1, 2017, between Epinomics and The Board of Trustees of the Leland Stanford Junior University.	S-1	333-233361	10.8	8/19/2019
10.26#	Amendment No. 2 to the License Agreement, dated July 27, 2018, between the Registrant and The Board of Trustees of the Leland Stanford Junior University.	S-1	333-233361	10.9	8/19/2019
23.1	Consent of Independent Registered Public Accounting Firm	10-K	333-39035	23.1	2/26/2021
24.1	Power of Attorney (included in the signature page to this Annual Report)	10-K	333-39035	24.1	2/26/2021
31.1	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	10-K	333-39035	31.1	2/26/2021
31.2	Certification of Principal Financial and Accounting Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	10-K	333-39035	31.2	2/26/2021
31.3	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				
31.4	Certification of Principal Financial and Accounting Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				
32.1*	Certification of Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	10-K	333-39035	32.1	2/26/2021
32.2*	Certification of Principal Financial and Accounting Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	10-K	333-39035	32.2	2/26/2021
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	10-K	333-39035	101.INS	2/26/2021
101.SCH	XBRL Taxonomy Extension Schema Document.	10-K	333-39035	101.SCH	2/26/2021
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.	10-K	333-39035	101.CAL	2/26/2021
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.	10-K	333-39035	101.DEF	2/26/2021
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.	10-K	333-39035	101.LAB	2/26/2021
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	10-K	333-39035	101.PRE	2/26/2021
104	Cover Page Interactive Data File - the Cover Page Interactive Data File does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	10-K	333-39035	104	2/26/2021

+ Management contract or compensatory plan or arrangement.

Portions of this exhibit have been omitted pursuant to Item 601 of Regulation S-K promulgated under the Securities Act because the information (i) is not material and (ii) would be competitively harmful if publicly disclosed.

* This certification is deemed not filed for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: April 23, 2021

10x Genomics, Inc.

By: /s/ Serge Saxonov

Serge Saxonov
Chief Executive Officer and Director
(Principal Executive Officer)

CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Serge Saxonov, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K/A of 10x Genomics, Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 23, 2021

/s/ Serge Saxonov

Serge Saxonov
Chief Executive Officer and Director
(Principal Executive Officer)

CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Justin McAnear, certify that:

1. I have reviewed this Amendment No. 1 to the Annual Report on Form 10-K/A of 10x Genomics, Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 23, 2021

/s/ Justin McAnear

Justin McAnear
Chief Financial Officer
(Principal Financial and Accounting Officer)



Ruth De Backer
New York, NY

Dear Ruth,

I am pleased to offer you a position with 10x Genomics, Inc. (the “Company” or “10x”) as Chief Business Officer. Your position will be based remotely in New York, New York until your move to California, expected in summer 2020, after which you will be based in Pleasanton, California. The following will outline the terms of your employment:

Position: Your start date will be April 27, 2020, or such other date as may be mutually agreed upon between you and the Company (the “Start Date”). Your title will be Chief Business Officer (“CBO”), and you will report to the CEO, Serge Saxonov, and will interact closely with colleagues in all disciplines of the Company. You will have such duties and responsibilities, consistent with your position as CBO, as may from time to time require. You agree to perform your duties faithfully and to the best of your abilities and to devote your full business efforts and time to the Company. This is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting, or other business activity or occupation (whether full time or part-time) without the prior written approval of the CEO. Further, you agree that while you render services to the Company, you will not engage in any other activities that conflict with your obligations to the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company and that you will not bring any third party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company, you will not in any way utilize or disclose any such information.

Cash Compensation: The Company will pay you an annual base salary at the rate \$350,000 per year (the “Base Salary”) payable in accordance with the Company’s standard payroll schedule and subject to applicable withholdings. Your Base Salary will be subject to review and adjustment pursuant to the Company’s normal performance review practices and employee compensation policies as may be in effect from time to time. You should note that the Company may modify job titles, salaries and benefits from time to time as it deems necessary.

In addition, upon commencement of your employment with the Company, you will be entitled to receive a sign-on/relocation bonus in the amount of \$100,000, to be paid at the end of the first pay period following the start of your employment. In the event that your employment with the Company terminates within the first 12 months of your employment, for any reason, then you will be required to repay the sign-on bonus to the Company, prorated for the fraction of the 12 month period during which you were employed by the Company. You hereby authorize the company to make such deductions and withholding against and reduce any amounts otherwise due to you for any amounts in respect of the obligation to repay the bonus.



You will also be eligible to participate in the 2020 bonus plan. You will be entitled to receive an annual bonus for calendar year 2020 less applicable withholdings as follows: You will be eligible to receive a bonus with a target equal to 28% of the amount of your Base Salary earned during the 2020 calendar year. The final bonus amount will be based on the Company's achievement of goals (as determined by the Compensation Committee), weighted 75% in the final bonus, and your individual performance (as determined by the CEO) weighted 25% in the final bonus. Bonuses will be pro-rated for the period of the 2020 during which you work at 10x. Employees must be active 10x employees on the date of payment for any bonus to be earned and paid. Any bonus will be paid at the discretion of the Board of Directors. The Company reserves the right to amend or withdraw the bonus, at its sole and absolute discretion.

Equity Awards: Subject to the approval of the Company's Board of Directors, you will be granted equity awards with a total target value of \$7,000,000 comprised of 50% restricted stock units ("RSUs") and 50% stock options.

The number of RSUs will be determined by dividing 50% of the target value of \$7,000,000 by the average closing price of a share of our common stock during the first 20 trading days of the first full calendar month following the month of hire, rounded up to the nearest whole number. The RSUs will be subject to the terms and conditions applicable to RSUs granted under the Company's 2019 Omnibus Incentive Plan, as may be amended from time to time, as described in the plan and the RSU award agreement, which you will be required to sign. You will vest in 25% of the RSUs on the one year anniversary of the first to occur of February 21, May 21, August 21 or November 21 following the date you commence employment with 10x and 1/16th of the total number of RSUs will vest in quarterly installments thereafter during continuous service, as described in the applicable RSU agreement.

The number of shares subject to the stock option will be determined by dividing 50% of the target value of \$7,000,000 by 40% of the average closing price of a share of our common stock during the first 20 trading days of the first full calendar month following the month of hire, rounded up to the nearest whole number. The option will be subject to the terms and conditions applicable to options granted under the Company's 2019 Omnibus Incentive Plan, as may be amended from time to time, as described in the plan and the stock option agreement, which you will be required to sign. You will vest in 25% of the option shares on the 12-month anniversary of your vesting commencement date and 1/48th of the total option shares will vest in monthly installments thereafter during continuous service, as described in the applicable stock option agreement. The exercise price per share will be equal to the closing price of a share of the Company's common stock on the date the option is granted (or the last trading day before that if the grant date is not a trading day).

Employee Benefits: As a regular employee of the Company, you will be eligible to participate in Company-sponsored employee benefit plans currently and hereafter maintained by the Company of general applicability to other senior executives of the Company located in the United States, in all cases subject to the terms and conditions of such plans, as in effect from time to time. The Company may modify benefits at any time and from time to time in its sole discretion.



Severance: In the event that the Company terminates your employment without Cause (as defined below) prior to May 21, 2020, the Company shall pay you a lump sum amount of \$500,000 subject to applicable withholdings and subject to your execution (within 30 days of your termination date) and non-revocation of a release of claims in a form acceptable to the Company. For purposes of this letter agreement, “Cause” shall mean the Company’s good faith determination that you have (i) committed either a felony or other crime involving moral turpitude or any other act or omission involving theft, dishonesty, disloyalty, or fraud; (ii) substantially and repeatedly failed to follow the policies, procedures and guidelines of the Company of substantially and repeatedly failed to perform your duties as reasonably directed by the Company; (iii) committed a breach of fiduciary duty, gross negligence, or willful misconduct with respect to the Company; or (iv) committed any material breach of this agreement. If your employment ends for any reason other than discharge by the Company for Cause, but at a time when the Company had Cause to terminate you (or would have Cause if it knew all relevant facts), your termination shall be treated as a discharge by the Company for Cause.

At-Will Employment Relationship: The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks’ notice. This at- will employment provision may not be modified or amended except by a written agreement signed by the CEO of the Company and you.

Confidentiality: The Company is offering you employment because of your experience and personal skills, and not due to your potential or actual knowledge of a former employer or other persons or entity’s confidential information or intellectual property, including customer lists and trade secrets. Should you accept this offer, we do not want you to retain, make use of, or share any such information with the Company. Likewise, as an employee of the Company, it is likely that you will become knowledgeable about the Company’s confidential and trade secret information relating to operations, products, and services. To protect the Company’s interests, your acceptance of this offer and commencement of employment with the Company are contingent upon the execution and delivery to the Company of the Company’s At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement (“Confidentiality Agreement”) prior to or on your Start Date. The Confidentiality Agreement, which provides for the arbitration of all disputes arising out of your employment, is enclosed for your review, and you understand that you are being offered employment in exchange for the mutual promise to arbitrate disputes described therein. Because the Confidentiality Agreement is one of the most important documents you will sign in connection with your employment with the Company, we trust you will review it carefully and let us know if you have any questions.

Miscellaneous: For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States.



Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

In addition, please find enclosed a copy of the 10x welcome letter to prospective employees. Read it carefully and let us know if you have any questions.

To accept the Company's offer, please sign and date this letter in the space provided below. If you accept our offer, your first day of employment will be April 27, 2020. This letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews, or pre-employment negotiations, whether written or oral. This offer of employment will terminate if not accepted, signed, and returned by April 10, 2020.

We look forward to your favorable reply and to working with you at 10x

Sincerely,

/s/ Serge Saxonov

Serge Saxonov

CEO



Agreed to and accepted:

Signature: /s/ Ruth De Backer
Printed Name: Ruth De Backer
Date: April 2, 2020

Enclosures

- At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement
- 10x welcome letter to prospective employees

6230 Stoneridge Mall Road, Pleasanton CA 94588-3260

10xGenomics.com