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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2021

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: 001-36510

Century Therapeutics, Inc.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization) **3675 Market Street** **Philadelphia, Pennsylvania** (Address of principal executive offices)	**84-2040295** (I.R.S. Employer Identification No.) **19104** (Zip Code)

(267) 817-5790
(Registrant's telephone number, including area code)

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

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

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 and post such files). Yes ☒ No ☐

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

Large accelerated filer ☐	Accelerated filer ☐
	Smaller reporting company ☒
Non-accelerated filer ☒	Emerging growth company☒

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

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. ☐

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

The aggregate market value of the registrant's voting stock held by non-affiliates of the registrant was approximately $669,088,584 as of June 30, 2021.

As of February 28, 2022, the registrant had 58,819,215 shares of Common Stock, $0.0001 par value per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III of this Annual Report on Form 10-K incorporates certain information by reference from the registrant's definitive proxy statement for the 2022 annual meeting of shareholders to be filed no later than 120 days after the end of the registrant's fiscal year ended December 31, 2021.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K and the documents incorporated by reference herein contain forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements of historical facts, included in this Annual Report on Form 10-K or the documents incorporated by reference herein regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans and objectives of management are forward-looking statements. The words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “may,” “plan,” “predict,” “project,” “will,” “would,” “could,” “should,” “potential,” “seek,” “evaluate,” “pursue,” “continue,” “design,” “impact,” “affect,” “forecast,” “target,” “outlook,” “initiative,” “objective,” “designed,” “priorities,” “goal,” or the negative of such terms and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Such statements are based on assumptions and expectations that may not be realized and are inherently subject to risks, uncertainties and other factors, many of which cannot be predicted with accuracy and some of which might not even be anticipated.

The forward-looking statements in this Annual Report on Form 10-K and the documents incorporated herein by reference include, among other things, statements about:

- our ability to raise additional capital to fund our operations and continue the development of our current and future product candidates;
- the preclinical nature of our business and our ability to successfully advance our current and future product candidates, through development activities, preclinical studies, and clinical trials;
- our ability to generate revenue from future product sales and our ability to achieve and maintain profitability;
- the accuracy of our projections and estimates regarding our expenses, capital requirements, cash utilization, and need for additional financing;
- the extent to which the COVID-19 pandemic, including the emergence of new and potentially more virulent variants of COVID-19, and measures taken to contain its spread ultimately impact our business, including development activities, preclinical studies, and future clinical trials;
- our dependence on the success of our lead product candidate, CNTY-101;
- the novelty of our approach to immuno-oncology treatment of cancer, utilizing iPSC-derived natural killer cells, or iNK cells, and iPSC-derived T cells, or iT cells, and the challenges we will face due to the novel nature of such technology;
- the success of competing therapies that are or become available;
- our reliance on the maintenance of our collaborative relationship with FUJIFILM Cellular Dynamics Inc., or FCDI, for access to key differentiation and reprogramming technology for the manufacturing and development of our product candidates;
- the initiation, progress, success, cost, and timing of our development activities, preclinical studies and future clinical trials;
- the timing of our future investigational new drug, or IND, applications and the likelihood of, and our ability to obtain and maintain, regulatory clearance of such IND applications for our product candidates;

- the timing, scope and likelihood of regulatory filings and approvals, including final regulatory approval of our product candidates;
- our reliance on FCDI to be the exclusive manufacturer of certain product candidates, and our ability to manufacture our own product candidates in the future, and the timing and costs of such manufacturing activities;
- our reliance on the maintenance of our collaborative relationship with Bristol-Myers Squibb Company, or Bristol-Myers Squibb, in connection with the furtherance of our collaboration programs;
- the performance of third parties in connection with the development of our product candidates, including third parties conducting our future clinical trials as well as third-party suppliers and manufacturers;
- our ability to attract and retain strategic collaborators with development, regulatory, and commercialization expertise;
- the public opinion and scrutiny of cell-based immuno-oncology therapies for treating cancer and its potential impact on public perception of our company and product candidates;
- our ability to successfully commercialize our product candidates and develop sales and marketing capabilities, if our product candidates are approved;
- the size and growth of the potential markets for our product candidates and our ability to serve those markets;
- regulatory developments and approval pathways in the United States and foreign countries for our product candidates;
- the potential scope and value of our intellectual property and proprietary rights;
- our ability, and the ability of our licensors, to obtain, maintain, defend, and enforce intellectual property and proprietary rights protecting our product candidates, and our ability to develop and commercialize our product candidates without infringing, misappropriating, or otherwise violating the intellectual property or proprietary rights of third parties;
- our ability to recruit and retain key members of management and other clinical and scientific personnel;
- developments relating to our competitors and our industry;
- the volatility of capital markets and other macroeconomic factors, including due to geopolitical tensions or the outbreak of hostilities or war; and
- other risks and uncertainties, including those described or incorporated by reference under the caption “Risk factors” in this Annual Report on Form 10-K.

We have based these forward-looking statements largely on our current expectations, estimates, forecasts, and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy, and financial needs. In light of the significant uncertainties in these forward-looking statements, you should not rely upon forward-looking statements as predictions of future events. Although we believe that we have a reasonable basis for each forward-looking statement contained in this Annual Report on Form 10-K, we cannot guarantee that the future results, levels of activity, performance,

or events and circumstances reflected in the forward-looking statements will be achieved or occur at all. You should refer to the section titled “Risk Factors” for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. Except as required by law, we undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

You should read this Annual Report on Form 10-K and the documents that we incorporate by reference herein completely and with the understanding that our actual future results may be materially different from what we expect. We do not assume any obligation to update any forward-looking statements.

PART I

ITEM 1. BUSINESS

Overview

We are an innovative biotechnology company developing transformative allogeneic cell therapies to create products for the treatment of both solid tumor and hematological malignancies with significant unmet medical need. We have created a comprehensive allogeneic cell therapy platform that includes industry-leading induced pluripotent stem cells, or iPSCs, differentiation know-how to generate immune effector cells from iPSCs, or iPSC- derived cells, clustered regularly interspaced short palindromic repeats, or CRISPR, mediated precision gene editing that allows us to incorporate multiple transgenes and remove target genes intended to optimize cell product performance, sophisticated protein engineering capabilities to develop proprietary next generation chimeric antigen receptors, or CARs, our proprietary Allo-Evasion^{TM} technology intended to prevent rejection of our cell products by the host immune system, and cutting edge manufacturing capabilities intended to minimize product development and supply risk. We believe that these vertically integrated capabilities will allow us to further expand our existing pipeline and develop therapeutics from iPSC-derived natural killer cells, or iNK cells, or iNK, and iPSC-derived T cells, or iT cells, or iT, that may provide enhanced clinical outcomes compared to available therapeutic options. Our vision is to become a premier fully integrated biotechnology company by developing and ultimately commercializing off-the-shelf allogeneic cell therapies that dramatically and positively transform the lives of patients suffering from life-threatening cancers. To achieve our vision, we have assembled a world-class team whose members collectively have decades of experience in cell therapy and drug development, manufacturing, and commercialization.

The field of cell therapy is rapidly evolving, with autologous and allogeneic technologies demonstrating the strong potential of this therapeutic modality. We believe that our industry leading, end-to-end iPSC-derived allogeneic cell therapy platform will allow us to overcome technical and biological limitations of other donor-derived cell therapies. The unlimited replication capacity of iPSCs allows us to incorporate multiple genetic modifications at precise sites, or loci, in the genome of iPSCs that are designed to improve cell function using a CRISPR-mediated approach targeting a DNA repair pathway called homology directed repair, or HDR. The precision of our CRISPR-HDR gene editing technology and clonal selection eliminates random integration events and allows more controlled expression of transgenes of interest compared to other gene editing methodologies. The self- renewal capacity of iPSCs also enables the generation of master cell banks derived from single genetically engineered clones thus allowing the implementation of cost-efficient manufacturing of drug product that can be made available on demand at any clinical site. We have assembled a unique and powerful combination of technologies that bring together a preeminent iPSC-derived allogeneic cell therapy platform with highly advanced cell engineering and manufacturing capabilities. We believe this unique combination puts us in a position to change the oncology treatment paradigm and market.

The key elements of our approach include:

Our efficient precision gene editing technology:

We have developed highly efficient gene engineering processes to generate our product candidates. Our first product candidate will have six CRISPR-mediated homologous recombination and repair edits, and we plan to incorporate additional edits in our future product candidates. We are currently using the CRISPR-MAD7 nuclease to enable precise editing of the iPSC genome, and have developed proprietary applications of the CRISPR-

MAD7 technology to genetically modify iPSCs by simultaneously removing target genes or adding transgenes (which is commonly known as knocking-out and knocking-in, respectively) of interest at precise genetic loci. Our approach is designed to preserve genome integrity and achieves more predictable and consistent transgene expression as compared to approaches driven by viruses or transposable segments called

transposons, which result in varied gene copy number and random integration events that risk mutations, namely insertional mutagenesis.

Our proprietary Allo-Evasion™ technology:

We are leveraging our Allo-Evasion™ technology to design cells capable of evading identification and destruction by the host immune system. We believe this technology may permit dosing in patients with limited or no immune preconditioning regimens. The reduction in allogeneic immune-reactivity enabled by our use of this technology, which is designed to prevent rejection by the patient's immune system may allow repeat dosing of our CAR-modified cell therapies, and sustain therapeutic efficacy over a long period of time.

CAR and protein engineering:

CAR design is a critical component of innovative cell therapy product candidates. We assembled a team of scientists with deep protein engineering expertise and invested in the use of the variable domain of the heavy chain antibody, or VHH binders. We believe that this antibody platform investment to develop world-class CAR engineering capabilities will allow us to create multi-specific CAR constructs targeting more than one tumor antigen. We believe that targeting multiple antigens on tumor cells will help address tumor heterogeneity and antigen loss, which are frequently observed in tumor cells. We have created a proprietary synthetic library of humanized VHH binders to enable in-house binder screens and multiple campaigns against several tumor antigens are ongoing to generate the CAR constructs for future product candidates.

Common engineered iPSC progenitor accelerates new product candidate generation:

With other cell therapy platforms generated from cells with limited replicative capacity, the creation of a new product candidate requires starting over with each of the gene engineering steps having to be incorporated into the product. This is not only time and resource intensive; it also makes it more difficult to predict functionality and safety profile based upon products that may have been clinically tested in earlier programs. In contrast, all of our iPSC- derived product candidates include a set of shared core features intended to increase their functionality, safety, and persistence. We integrate these core features into a common engineered iPSC progenitor, which has several advantages:

Significant acceleration of new product candidate generation.

Multiple product candidates are generated by engineering additional features, such as adding different CARs to the common progenitor to create new product candidates for different tumor indications. With this approach, we do not need to re-engineer common functionalities every time we generate a new product candidate.

Robust manufacturing processes for multiple product candidates.

Since the starting iPSC line is the same for multiple product candidates, our manufacturing processes are predictable and robust.

Predictability of product candidate functionality, safety profile, and persistence.

Because multiple clinical candidates are derived from the same engineered iPSC line, the lessons learned from one product candidate can be leveraged across multiple product candidates, which facilitates further product development. For instance, we believe the allo-reactivity of products derived from the same common engineered iPSC progenitor should be very similar.

We expect to file an investigational new drug application, or IND, with the U.S. Food and Drug Administration, or the FDA, for our lead product candidate CNTY-101, a CAR-iNK product candidate targeting CD19 for lymphoma, in mid 2022. We expect to file an IND for CNTY-103, our CD133 + EGFR iNK product candidate

designed to treat glioblastoma, in 2023. Our third product candidate, CNTY-102, is a bi-specific CD19 + CD79b iT product candidate targeting lymphoma, with IND filing expected in 2024.

In January 2022, we entered into a strategic collaboration with Bristol-Myers Squibb Company, or Bristol-Meyers Squibb, to develop and commercialize up to four iNK or IT programs for hematological malignancies and solid tumors. The collaboration includes our fourth candidate, CNTY-104, a multi-specific collaboration program targeting acute myeloid leukemia, or AML, with IND filing expected in 2024 and CNTY-106, a multi-specific collaboration program for multiple myeloma with an IND filing anticipated in 2024. As there are disease settings which will favor iNK or iT products, we are actively investigating both iNK and iT cell platforms for CNTY-104 and CNTY-106, as either may have preferential clinical features.

We are also advancing an earlier discovery stage pipeline with novel CARs and binders against multiple solid tumor targets using our iNK and iT cell therapy platforms. We believe that the therapeutics we discover and develop, if approved, will have a significant impact on the quality of life of patients suffering from devastating hematological and solid tumor malignancies. Our approach to developing therapies for life-threatening cancers of highly unmet medical need potentially presents an opportunity to efficiently advance our product candidates through clinical development, regulatory approval and ultimately to commercialization.

Our collaboration with FUJIFILM Cellular Dynamics Inc., or FCDI, provides us with licenses to certain premier iPSC technologies, patents and know-how, which gave us our initial start and enabled us to accelerate generation of our first-generation product candidates and development of our manufacturing processes. We have built and expanded on this foundation with our own resources, applying our own gene editing, protein engineering, process development, and manufacturing expertise to develop our novel product candidates and platforms for which we are developing our own intellectual property. We retain exclusive commercialization rights in the United States and other major commercial markets for our product candidates developed pursuant to our collaboration with FCDI.

We are led by pioneers and subject-matter experts with decades of collective experience in cell therapy and oncology drug development. Dr. Osvaldo Flores, our Chief Executive Officer, has over 25 years of experience in pharmaceutical research and development. Prior to Century, he was Vice President of R&D at Janssen after the acquisition of Novira Therapeutics, where he was a co-founder, President and Chief Science Officer. Earlier in his career, he held senior positions at Merck & Co. and Tularik Inc. Dr. Hyam Levitsky, our President of Research and Development, previously held key R&D positions at Juno Therapeutics and Roche. Dr. Adrienne Farid, our Chief Operations Officer, has over 25 years of drug development experience and previously worked at Celgene, Roche, and SmithKline Beecham. Dr. Greg Russotti, our Chief Technology Officer, has over 30 years of experience and previously worked at Celgene and Merck. Dr. Luis Borges, our Chief Scientific Officer, has over 25 years of experience, with precedent positions in Cell Medica, Five Prime Therapeutics, Amgen, and Immunex. Dr. Michael Diem, our Chief Business Officer, has more than 15 years of experience in the pharmaceutical industry and held business and investment roles at Amicus, AstraZeneca, Aevi Genomics, GlaxoSmithKline, and SR One.

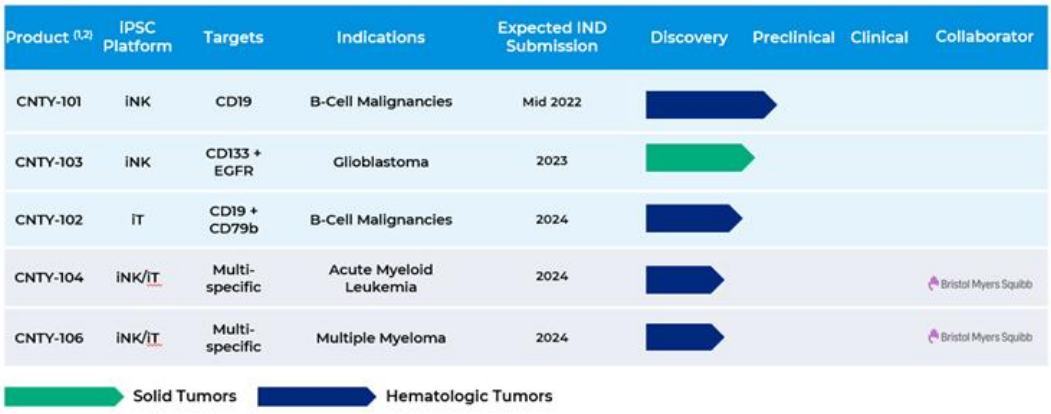
Our board of directors includes members with extensive experience leading companies in the fields of biotechnology and biopharmaceuticals, including our chairperson Joseph Jimenez, former Chief Executive Officer of Novartis. Our internal abilities are further underpinned by our Scientific Advisory Board, which consists of world-renowned scientists, clinicians and key opinion leaders with decades of experience in the fields of stem cell biology, immunology, oncology, and cell therapy.

Our pipeline

We are assembling a portfolio of allogeneic iNK and iT cell therapy product candidates across solid tumor and hematological malignancies. This pipeline is comprised of cell therapies that will address diseases where we believe current therapies are inadequate. All product candidates incorporate our proprietary Allo-EvasionTM technology to avoid host rejection and potentially increase the durability of clinical responses. With the exception of our lead product candidate, CNTY-101, each of our product candidates is designed to target

multiple tumor antigens. We currently anticipate filing an IND for our lead product candidate, CNTY-101, targeting B-cell lymphoma, in mid 2022.

Our second product candidate, CNTY-103, is designed to treat glioblastoma, and we currently anticipate filing an IND in 2023. Our third product candidate, CNTY-102, is designed to further improve B-cell malignancy treatment, and we are planning on filing an IND for it in 2024. Our fourth product candidate, CNTY-104, is being developed in collaboration with Bristol-Myers Squibb to treat AML with the IND filing expected in -2024. We are also developing CNTY-106 in collaboration with Bristol-Myers Squibb for multiple myeloma with the IND filing expected in 2024.Our development programs consist of the product candidates illustrated in the pipeline chart below:



(1) We are party to an option agreement with Bayer HealthCare LLC, or Bayer, pursuant to which Bayer was granted certain bidding rights relating to the potential transfer of rights with respect to certain product candidates being researched and developed by us which are comprised of iNK cells, macrophages or dendritic cells, including CNTY-101, CNTY-103 and any other product candidate comprised of iNK cells that we develop in the future. Bayer's rights under the option agreement are subject to important limitations. See "—Licensing, partnership and collaboration—Bayer HealthCare LLC—Option Agreement" for more information.

(2) We entered a collaboration with Bristol-Myers Squibb to develop and commercialize up to four iNK or iT product candidates, including CNTY-104 and CNTY-106. See – Licensing, partnership and collaboration – Bristol-Myers Squibb for more information.

CNTY-101: Our CAR-iNK product candidate targeting CD19 for relapsed, refractory B-cell lymphoma.

Our lead product candidate, CNTY-101, is an allogeneic, iPSC-derived CAR-iNK cell therapy that has been engineered to express CD19 CAR, soluble IL-15, an EGFR safety switch, and also contains gene edits needed to incorporate Allo-EvasionTM technology. We anticipate filing an IND to advance CNTY-101 into a Phase 1 clinical trial in mid 2022.

CNTY-103: Our CAR-iNK product candidate targeting CD133 + EGFR for recurrent glioblastoma.

We are pursuing a differentiated approach addressing glioblastoma multiforme, or GBM, tumor heterogeneity, and planning local administration of the iNK cell product candidate. CNTY-103 represents our first product candidate targeting a solid tumor and we believe targeting GBM with our engineered iNK cells may provide an opportunity to assess the clinical utility of, or establish proof of concept for, our iPSC-derived iNK cell therapy platform. We are projecting filing an IND and/or clinical trial application, or CTA, for recurrent GBM in 2023.

CNTY-102: Our CAR-iT product candidate targeting CD19 + CD79b for relapsed, refractory B-cell lymphoma and other B-cell malignancies.

CNTY-102 will simultaneously target CD19 and CD79b, intended to increase depth and durability of response by eliminating the effect of CD19 antigen loss that has been observed as a factor limiting treatment durability, as well as targeting CD79b, an independently regulated, ubiquitous and validated B-cell target. We have elected to develop CNTY-102 on our gamma delta iT platform. We currently envision filing the IND for CNTY-102 in 2024.

CNTY-104: Our CAR-iNK or CAR-iT multi-specific collaboration program for acute myeloid leukemia.

CNTY-104 will utilize our multi-specific iNK or iT cells for the treatment of AML, which we intend to develop in collaboration with Bristol-Myers Squibb. We will evaluate both the iNK and iT cell therapy platforms and choose the one likely to provide the best therapeutic index in the clinic. We currently envision filing the IND for CNTY-104 in 2024.

CNTY-106: Our CAR-iNK or CAR-iT multispecific collaboration program for multiple myeloma.

CNTY-106 will utilize our multi-specific iNK or IT cells for the treatment of multiple myeloma, which we intend to develop in collaboration with Bristol-Myers Squibb. We will evaluate both the iNK and IT cell therapy platforms and select the one that we believe will be most likely to provide the best therapeutic index in the clinic. We currently envision filing the IND for CNTY-106 in 2024.

Discovery platform.

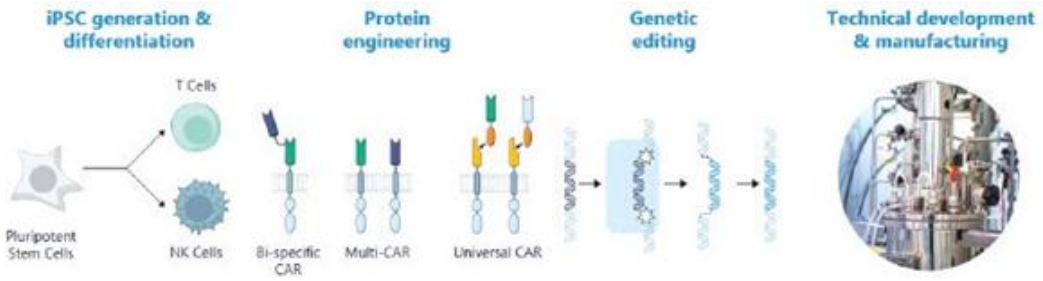
In addition to our named programs, we are actively engaged in a number of earlier stage discovery programs where we believe our iPSC-derived allogeneic cell therapy platform may provide differentiated therapeutic benefits. These discovery stage initiatives are focused on several solid tumor indications including bladder cancer, renal cell carcinoma and other indications. For these and other indications, we plan to use multispecific CARs and explore the use of both iNK and iT cells to identify the best cell platform to build the product candidate. We continue to advance our gamma delta and alpha beta iT cell platforms for our future T cell based candidates.

Our use of iPSCs provides us with a differentiated advantage in product development and manufacturing

The majority of allogeneic approaches currently in development use differentiated T cells or NK cells derived from the peripheral blood of healthy donors. Although the use of allogeneic cells in the manufacture of CAR-based T cell or NK cell therapies offers significant advantages, the use of donor cells in the production of allogeneic cell therapies has significant limitations. For example, the number of doses that can be produced from a single donation of blood is limited, such that multiple donations will be needed over the lifetime of a product. Therefore, genetic modifications must be performed in their entirety following each donation. Furthermore, all blood, even from the same donor collected at different times, has some degree of variability and, as a result, product comparability from donation to donation must be demonstrated. In addition, the number of edits that can be introduced into the genome of T cells or NK cells is severely limited, as each engineering step requires cells to replicate. Excessive expansion cycles often result in cell exhaustion, with the engineered lymphocytes (white blood cells) expressing checkpoint molecules, often accompanied by a loss of functionality. As a consequence, the engineering process for these donor-derived cell therapies requires a careful balancing between the number of replication cycles achievable and the generation of fully functional cells resulting in significant limitations.

We believe our engineered, iPSC-derived allogeneic cell therapy platforms can overcome many of the challenges inherent to cell therapy, provide a significant advantage over existing cell therapy technologies. We are focused on developing novel therapeutics designed to address many of the significant unmet medical needs in cancer treatment.

Core characteristics of our iPSC-derived allogeneic cell therapy platforms

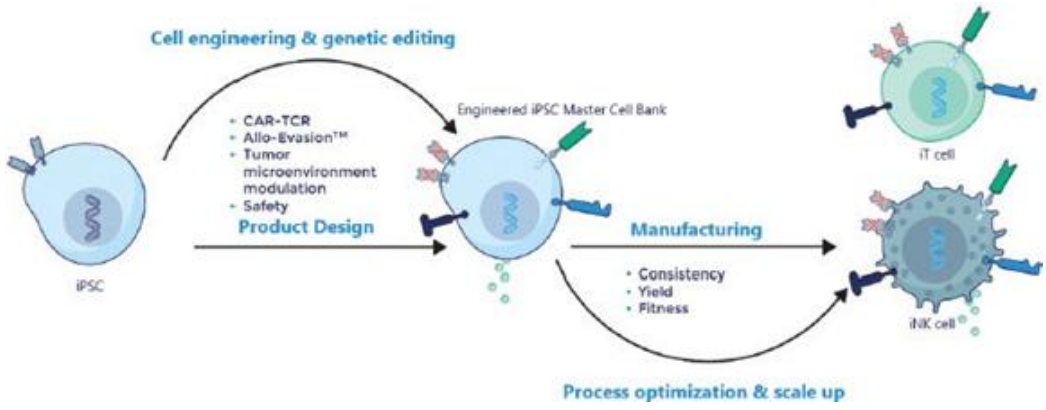


Our iPSC-derived allogeneic cells differentiate our therapeutic development approach

The source cells used in the manufacture of our allogeneic cell therapy candidates are iPSCs. An iPSC is a type of stem cell that can be generated directly from a somatic cell. A somatic cell is a cell that has become functionally differentiated, or specialized, such as a blood cell, skin cell or bone cell. IPSC- derived cell products offer significant technical and manufacturing advantages. These cells have unlimited replication capacity and can act as a progenitor cell for other cell types, including the different types of immune cells. IPSCs share similar biological properties with embryonic stem cells, such as morphology, patterns of gene and protein expression, and growth properties including mitotic activity and doubling time. Our in-licensed iPSC technology allows us to reprogram differentiated cells into iPSCs and to somatic the iPSCs to generate different immune cell types including iNK cells and iT cells.

We believe the use of iPSCs will enable us to manufacture cell therapies of increased consistency, in a shorter period of time, at scale and at reduced cost compared to donor-derived NK or T cell therapies. Unlike these donor- derived cell therapies where all the engineering steps are performed using differentiated cells, all of our engineering procedures are performed on iPSCs. We believe that using iPSCs as a starting point for our cell therapies will allow us to produce our allogeneic cell therapies in an efficient and consistent manner. iPSCs are more amenable to multiple genetic manipulations than differentiated lymphocytes and are capable of maintaining their viability through numerous expansion rounds. We select specific single cell clones from bulk engineered cell product, which we characterize to include specified edits and ensure the absence of off-target genomic alterations. A single cell clone is used to construct a master cell bank capable of providing a sufficient number of doses for the life of a product due to the unlimited replicative capacity of iPSCs.

Our use of iPSCs provide us with differentiated advantages in product development and manufacturing



Our strategy

Our vision is to be a leader in the treatment of both solid tumor and hematological malignancies that address unmet medical needs by developing innovative allogeneic cell therapy products derived from our proprietary technologies. We are initially focused on advancing the research, clinical development and commercialization of tumor-targeted iNK and iT cell therapeutics. We believe that our iPSC-derived allogeneic cell therapy platforms have the potential to overcome the limitations of existing therapies, lower manufacturing costs and improve patient outcomes. To deliver on our mission, we intend to:

- ***Build a leading cell therapy company leveraging our comprehensive iPSC-derived allogeneic cell therapy platforms designed to overcome the limitations of existing cancer therapies.*** We have created comprehensive allogeneic cell therapy platforms that include industry-leading iPSC differentiation know- how, CRISPR-mediated precision gene editing, sophisticated protein engineering capabilities, proprietary Allo-EvasionTM technology, and cutting-edge manufacturing capabilities. We believe the incorporation of these elements into our platforms affords us numerous advantages over autologous and donor-derived differentiated T, NK and other cell therapies, and may eliminate many of the challenges inherent in these other cell therapy modalities.

- ***Maximize the potential to treat a broad range of cancers by exploiting the distinct biologies of both NK and T cells. We are initially developing our CAR-iNK and CAR-iT cell therapy platforms for multiple indications including lymphoma, glioblastoma, acute myeloid leukemia and other solid tumor and hematological malignancies.*** We anticipate each platform will have a distinct biology that influences its function, and accordingly, the disease settings in which it is best suited for development. We view this dual development strategy as an opportunity to maximize the potential benefits of each platform and its associated immune cell. In the future, we may develop regimens that simultaneously incorporate both CAR-iNK and CAR-iT cells in the treatment of individual patients.

- ***Leverage our Allo-EvasionTM technology across our product platform to avoid host rejection and enable repeat dosing.*** Central to the potential clinical performance of our iPSC-derived cell therapies is our novel and proprietary Allo-EvasionTM technology, which we intend to implement across our entire product platform. This proprietary technology allows us to engineer cells designed to avoid recognition and rejection by the host immune system. Furthermore, it enables repeat dosing, which we believe will enable us to immediately reinforce the immunological line of defense as cells dosed previously succumb to immune exhaustion and provide our cell therapies the benefit of enhanced durability and persistence. We believe this may reduce or possibly eliminate the need for immune preconditioning regimens, and enhance the recruitment of host immune cells to participate in the anti-tumor response. We believe these advantages could enable the implementation of more flexible and effective dosing protocols for our off-the-shelf product candidates, which we anticipate will increase physician and patient access.

- ***Exploit serial gene editing of iPSCs to create product candidates with enhanced functionalities and fit for purpose product characteristics.*** We utilize CRISPR-mediated precision gene editing that allows us to incorporate multiple transgenes and knock-outs to achieve precise genetic modifications at defined locations in the iPSC genome. Our lead clinical product candidate, CNTY-101, will incorporate six gene edits, which we believe are essential attributes necessary for meaningful clinical performance, including a CAR to mediate tumor recognition and killing, features to evade immune rejection and a safety switch to enable product elimination if ever necessary. We believe this initial set of gene edits will form the foundation for follow-on product candidate development. Additionally, we believe our investment in our gene editing technology will allow us to expand upon our current capabilities and integrate further fit for purpose gene edits intended to enhance clinical performance of our future product candidates.

- ***Leverage our own manufacturing infrastructure, product and process understanding, and scale-up technologies to minimize manufacturing risk.*** We are strategically investing in manufacturing across all aspects of the value chain to become leaders in the industry. We are building internal manufacturing facilities, including our new Branchburg, New Jersey Current Good Manufacturing Practices, or cGMP, plant, that we believe will enable us to learn and iterate more rapidly and increase control of development timelines for expedited development of high quality product candidates. We will continue to invest in process and analytical development capabilities and closely study our cell process parameters that affect product quality. Furthermore, we intend to establish expertise in scale-up technologies designed to enable optimal manufacturing scale, which we believe will reduce cost of goods and improve patient access.

Background

The role of NK cells and T cells in the human immune system

The human immune system is comprised of two integrated systems, the innate immune system and the adaptive immune system. The innate immune system involves an immediate, non-specific response to recognize and protect against foreign pathogens based on broadly conserved pathogen associated molecular patterns and generally lacks pathogen or disease-specific immune memory.

Innate immune system—NK Cells

Cytotoxic NK cells are part of the front-line innate immune response, and in this capacity, monitor the body for signs of pathogens or signals of disease. NK cells have the unique ability to selectively identify and destroy abnormal cells through multiple direct and indirect mechanisms while leaving normal healthy cells unharmed. These mechanisms include (i) direct innate killing by binding to stress ligands expressed by diseased or dysfunctional cells and releasing toxic granules and perforins, (ii) indirect killing by producing and releasing proinflammatory cytokines that play a pivotal role in orchestrating the adaptive immune response, and (iii) antibody-mediated targeted killing by binding to cells targeted for elimination through a process known as antibody-dependent cellular cytotoxicity.

Adaptive immune system—T Cells

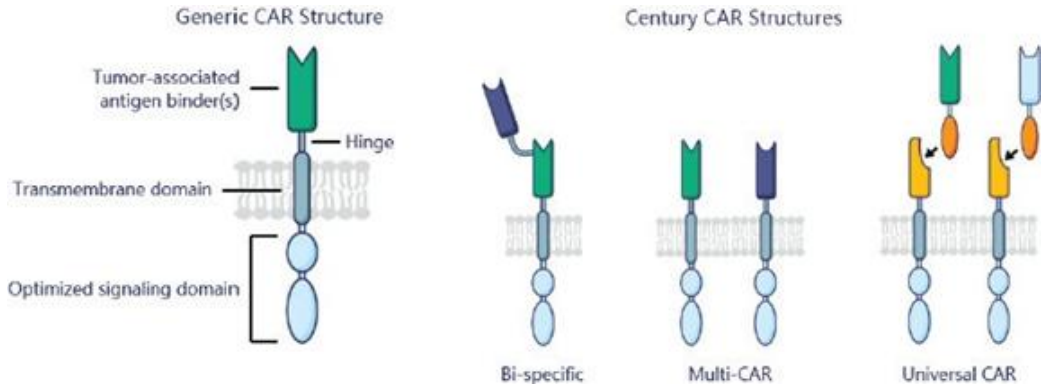
The adaptive immune system is characterized by antigen-specific immune responses mediated by T and B cells. T cells are distinguished from other immune system cells by the presence of a T cell receptor, or TCR, on their surface. TCRs are activated through engagement with antigens on the major histocompatibility complex, or MHC, of cells. In humans, these antigens are known as human leukocyte antigens, or HLAs. Upon antigen recognition, CD8 T cells, also referred to as cytotoxic lymphocytes, or CTLs, bind to the MHC-antigen complex, become activated and destroy the targeted cell. The adaptive immune responses require several days to develop because T and B cells need to undergo clonal expansion before they can mount an immune response. The innate and adaptive immune systems also differ on the longevity of the immune response. After elimination of the pathogen, T and B cells can persist for decades as memory cells and quickly respond to new challenges by the same pathogen. We seek to take advantage of the unique properties of T cells and their proven anti-cancer activity to engineer iPSC-derived T cell products.

Cellular immunotherapy and its use in the treatment of cancer

Cellular immunotherapy is a type of immunotherapy that focuses on modulating or enhancing the activity of different lymphocytes, in particular CTLs and NK cells, to treat cancer. The cells are typically engineered with receptors that redirect them to recognize and destroy tumor cells. A frequently used approach for cellular immunotherapy involves CARs on the surface of a lymphocyte that enable the CTL or NK cell to recognize specific antigens that are present on the surface of tumor cells.

At one end of the CAR is single or multiple binding domains that engage one or more target antigens. These binding domains are exposed to the outside of the engineered lymphocyte, where they can recognize the target antigen or antigens. To enable the engineering of multi-specific CARs, we use camelid VHH antibodies.

Our use of camelid VHH antibodies enables our design of multi-specific binding domains



As illustrated above, our CAR constructs incorporate VHHs. VHH domains are derived from a camelid antibody, a type of antibody found in camels, llamas and sharks, that consists of a heavy chain only with one variable region. This structure gives us greater design flexibility, including the use of concatemers that target multiple epitopes on the same antigen (biparatopic CARs) or multiple tumor antigens (bi- or tri-specific CARs).

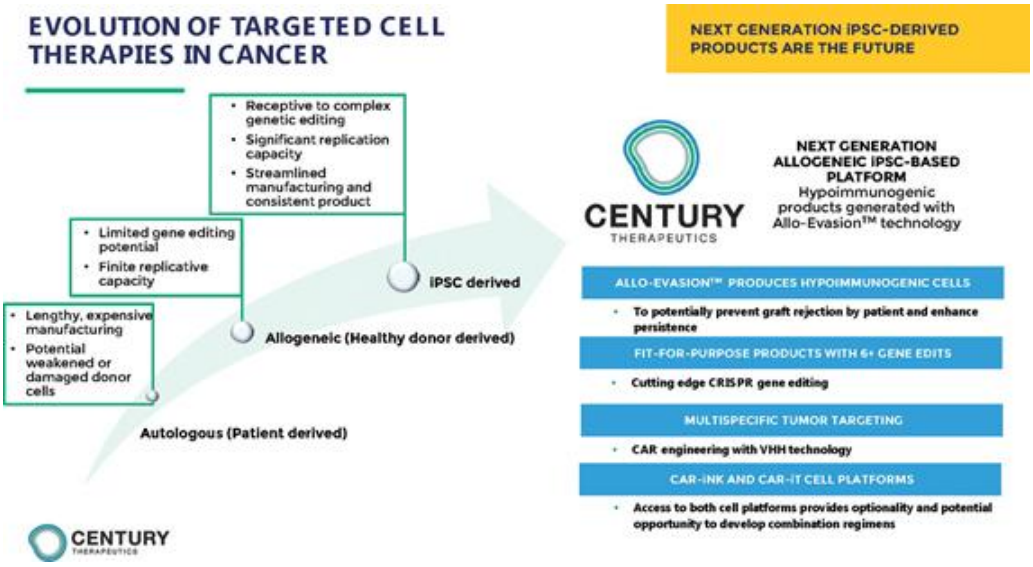
In 2017, the FDA approved the first two CAR-T based cell therapies for the treatment of certain types of hematological cancers. They are axicabtagene ciloleucel, sold by Gilead Sciences under the brand name Yescarta®, and tisagenlecleucel, sold by Novartis under the brand name Kymriah®.

Subsequently, Gilead Sciences' Brexucabtagene autoleucel, branded Tecartus®, was approved in July 2020, Bristol-Myers Squibb's lisocabtagene maraleucel, branded Breyanzi®, received FDA approval in February 2021. Bristol-Myers Squibb's idecabtagene vicleucel branded Abecma® was granted FDA approval in March 2021and Janssen Pharmaceuticals and Ledgend Biotech's ciltacabtagene autoleucel, branded Carvykti received FDA approval in February 2022. Yescarta®, Kymriah® and Breyanzi® are approved for the treatment for relapsed or refractory large B-cell lymphoma, and Yescarta® is also approved for relapsed or refractory lymphoma and Tecartus® is approved for the treatment of relapsed or refractory mantle cell lymphoma. Abecma® and Carvykti are approved for relapsed or refractory multiple myeloma. These therapies are autologous and made from T cells first collected from the patient, which are then genetically modified and administered back to the same patient. While these therapies represent a significant development milestone for the cellular therapy field overall, a significant percentage of patients who receive these therapies ultimately relapse. To date, no CAR-based cell therapies using NK cells have received FDA approval.

Advancements in cell therapy approaches have enhanced treatment alternatives for patients

Cell therapy has built on the success of already approved autologous CAR-T cell therapies. Allogeneic therapy, which uses lymphocytes donated by a healthy donor as the starting material, is designed to overcome several limitations inherent in the autologous approach. We believe the use of iPSC-derived cells further expands the therapeutic potential of cell therapy beyond those that utilize healthy donor-derived NK or T cells.

Evolution of targeted cell therapies in cancer



Limitations of autologous CAR-T therapies

Autologous CAR-T therapies have many characteristics that we believe limit their therapeutic potential. These therapies necessitate an individualized and lengthy manufacturing process, resulting in increased wait times for patients, limited product availability and increased supply chain complexity and cost. Additionally, patients may have undergone multiple therapeutic regimens such as chemotherapy or radiation treatment that may negatively impact the health of the donor cells. Damaged or weakened donor cells may not be able to properly proliferate, resulting in manufacturing failure or insufficient potency.

Limitations of healthy donor-derived allogeneic CAR-NK and CAR-T therapies

Allogeneic CAR-T and CAR-NK therapy uses lymphocytes donated by a person other than the patient as the starting biological material. Since the manufacturing process for allogeneic therapies is not individualized, allogeneic approaches enable immediate treatment availability and the opportunity to distribute cost across a larger number of doses, lowering the manufacturing cost per dose. Manufacturing healthy donor cells in larger batches provides the opportunity for more rigorous quality control and the production of engineered cells of a more consistent character while reducing the risk of manufacturing failure. While these benefits address some of the key limitations of autologous CAR-T therapies, allogeneic approaches still face challenges, including:

GvHD.

Graft versus host disease, or GvHD, is a serious and life-threatening condition triggered when donor T cells recognize the recipient as non-self and initiate a powerful immune response against the recipient. This recognition is mediated by TCR engagement with the HLA expressed on organs of the recipient. Conversely, allogeneic CAR-T cells may be recognized as foreign to the recipient's body and eliminated by the recipient's immune system. CAR-NK cells do not express a TCR, and therefore the use of iNK cells does not trigger GvHD.

Host versus graft rejection.

Allogeneic CAR-T and CAR-NK cells may be recognized as foreign by the recipient's immune system, leading to their rejection. The patient's immune system being sensitized to the allogenic CAR-T or CAR-NK product also precludes the ability for the cells to be effectively re-dosed. Both outcomes diminish the ability of the infused cells to attack the cancer.

Limited gene editing potential.

Allogeneic approaches that utilize differentiated lymphocytes are limited to just a few genetic edits. One edit utilized consistently across all allogeneic approaches is the addition of a CAR. Furthermore, elimination of the HLA-I is another edit. The number of edits that can be introduced into the genome of differentiated NK cells or T cells is limited, as each engineering step requires cells to replicate and too many expansion cycles often result in cell exhaustion.

Finite replication capacity.

Once donor cells have been sourced and modified, they must be expanded into a quantity sufficient for therapeutic efficacy. The number of doses that can be produced from a single donation of blood is limited, such that multiple donations will be needed over the lifetime of a product. Therefore, genetic modifications must be performed in their entirety following each donation. Furthermore, all blood, even from the same donor collected at different times, has some degree of variability and, as a result, product comparability from donation to donation must be demonstrated. In addition, the number of edits that can be introduced into the genome of NK cells or T cells is severely limited, as each engineering step requires cells to replicate. Too many expansion cycles often result in cell exhaustion, with the engineered lymphocytes (white blood cells) expressing checkpoint molecules, often accompanied by a loss of functionality.

Advantages of iPSC vs. donor-derived approaches

An iPSC is a type of stem cell that can be generated directly from a functionally differentiated somatic cell such as a blood cell, skin cell or bone cell. IPSC-derived cell products offer what we believe are significant technical and manufacturing advantages compared to both autologous and other allogeneic approaches. IPSC cells can propagate indefinitely and can act as a progenitor cell for other cell types, including the different types of immune cells. Our in-licensed iPSC technology allows us to reprogram differentiated cells to become iPSCs and to then differentiate the iPSCs to generate different immune cell types including NK cells and T cells. We believe some of the advantages offered by iPSCs are:

Receptive to complex genetic editing.

We believe that iPSCs are far more amenable to multiple genetic manipulations than donor-derived NK cells and T cells because iPSC cells can undergo multiple rounds of replication without loss of functionality. In contrast, differentiated cells used in donor derived allogeneic approaches are limited to just a few genetic edits, which can impact their overall functionality. The number of edits that can be introduced into the genome of differentiated NK cells or T cells is limited because each engineering step requires cells to replicate and too many expansion cycles often result in cell exhaustion and loss of functionality.

Significant replication capacity.

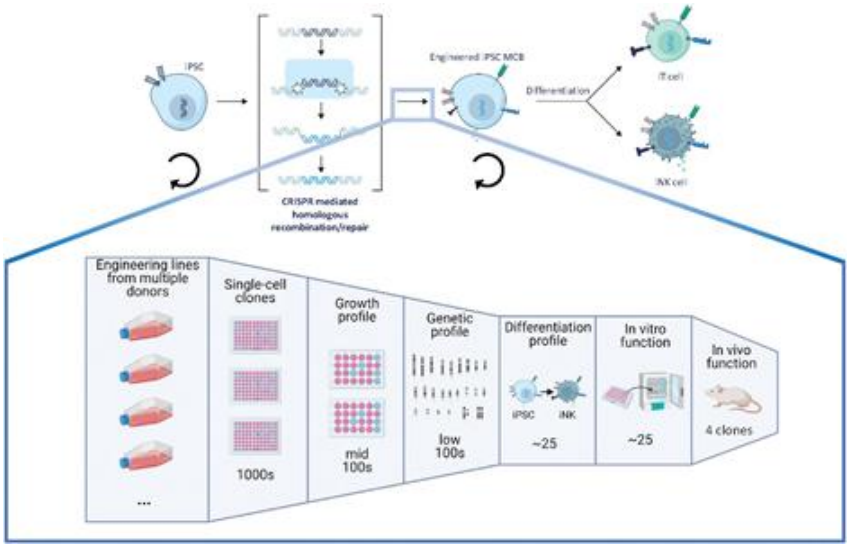
iPSCs are derived from single cell clones, which are used to construct a master cell bank capable of providing a sufficient number of doses for the life of a product due to the unlimited replicative capacity of iPSCs.

Streamlined manufacturing and consistent product.

The use of a single master cell bank allows iPSC-derived products to be produced with greater consistency, at the greatest possible scale and at reduced cost compared to donor-derived NK cells or T cells.

We believe that iPSC-derived cell therapies provide meaningful advantages over other modalities and have the potential to change the oncology treatment paradigm.

Stages of iPSC gene editing, characterization, and clonal selection



Stages of iPSC gene editing, characterization, and clonal selection prior to the generation of the engineered iPSC master cell bank (MCB). Genetic engineering of our product candidates occurs exclusively at the iPSC stage, where the cells have unlimited replicative capacity and pluripotency. In the above figure, we highlight the multiple steps required for selection of the final CNTY-101 product candidate. Gene edited iPSCs from multiple donors were enriched for having the introduced transgenes and knockouts and subsequently cloned at the single cell level. Uniform expression of the transgenes and knockouts was confirmed, and clones were evaluated for their growth potential, genetic profile, differentiation potential into iNK cells, in vitro functionality, and in vivo performance (tumor growth inhibition, persistence and toxicity).

Our rationale for developing both iNK and iT allogeneic cell therapy platforms

We are initially focusing on two immune effector cell platforms, CAR-iNK and CAR-iT. We anticipate each platform will have a distinct biology that influences its function, and accordingly, the disease settings in which it is best suited for development. We view this dual development strategy as an opportunity to maximize the potential benefits of each platform and its associated immune cell. In the future, we may develop therapies that simultaneously incorporate both CAR-iNK and CAR-iT cells in the treatment of individual patients. We believe that gene engineering and control over differentiation during manufacturing may mitigate some of the liabilities of a given cell type while preserving the most desirable features. Examples of this include the potential reduction of the risk of GvHD in iT cells through the use of TCRs that are not expected to cause GvHD, which we refer to herein as Trusted

TCRs, or the potential extension of cell persistence of NK cells through the addition of cytokine signaling to promote survival. Finally, there are also clinical settings in which a putative shortcoming inherent to one cell type (e.g., short persistence of NK cells) might confer an advantage.

Ultimately, the development of both platforms enables a unique opportunity to merge the intrinsic biology of these lymphocyte subsets with desirable engineering attributes to tailor therapies best suited for the clinical path being pursued.

Development of CAR-NK and CAR-T platforms: distinct biology influences disease-specific applications

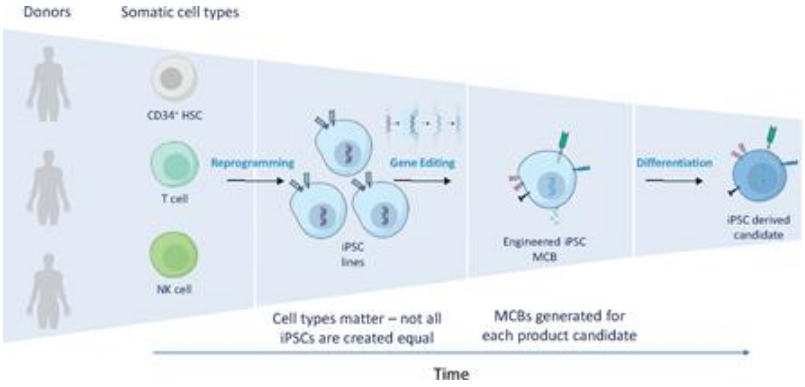
NK *vs* T CELL BIOLOGY	
Proliferative capacity	T cell >> NK cell
Persistence/memory	T cell >> NK cell
Pharmacokinetics	Cmax and AUC after single dose: T cells > NK cells
Trafficking	NK cell: lympho-hematopoietic compartment T cell: all tissues
Toxicity Risks • GVHD • CRS/neurotoxicity • On target toxicity	 • GVHD: T cell > NK cell (can be mitigated by editing) • CRS/neurotoxicity: T cell > NK cell • On target/off tumor toxicity: T cell > NK cell (persistence)

Our proprietary technology and differentiated approach

Advanced cell engineering expertise further differentiates our iPSC-derived allogeneic cell therapies

Our research and development team includes personnel with deep expertise in cell engineering. Cell engineering encompasses two critical components: genome engineering and protein engineering. We believe robust expertise in both these areas is of critical importance to realizing the potential of our iPSC-derived allogeneic cell therapy platforms. Genome engineering involves the manipulation of the cellular genome, through the use of genetic manipulation strategies including genetic knock-outs, knock-ins and HDR, to enable the creation of optimized cell products specifically tailored to address a particular disease. Protein engineering refers to the engineering and incorporation of CARs and other transgenes such as stimulatory cytokines, Allo-Evasion™ molecules, safety switches, and reporter proteins to generate highly functional cell therapies. We leverage these integrated capabilities to potentially enable our cell therapies to persist longer, to overcome detection by the host immune system and to elicit an enhanced therapeutic effect.

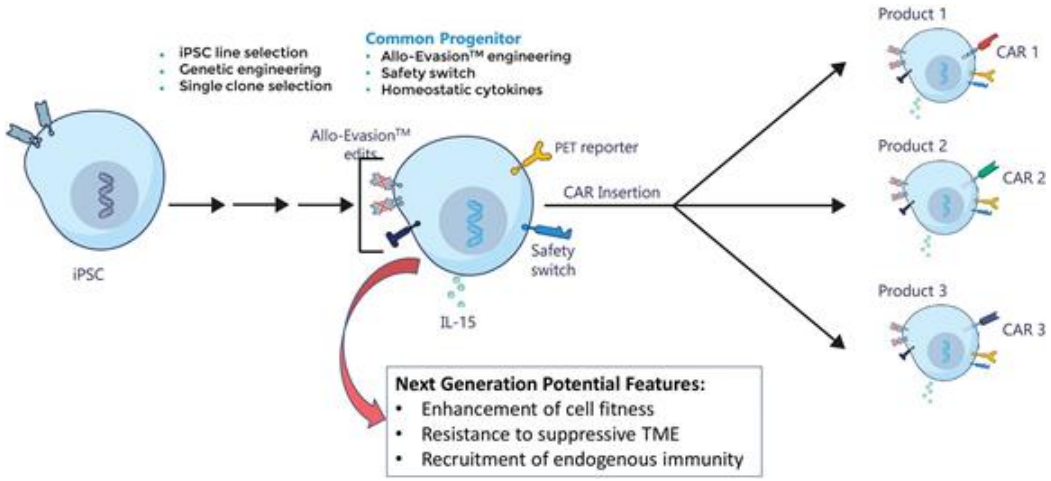
End-to-end development of product candidates



Common engineered iPSC progenitor

All of our product candidates include a set of core features designed to improve their functionality, safety profile, and persistence. These features include (i) our Allo-Evasion™ technology to enable the cells to avoid detection by the host immune system; (ii) a safety switch to allow for the rapid elimination of the cells from the patient if necessary;(iii) the inclusion of a homeostatic cytokine, IL-15, which promotes increased functionality and persistence *in vivo*, and is specific to NK cell therapy candidates; and (iv) a positron emission tomography, or PET, reporter molecule to allow for tracing of the distribution of cells upon administration, a capability we intend to include in our future product candidates. Our lead product candidate, CNTY-101, already incorporates the first three of these features. We plan to build all of these core features into a "common engineered iPSC progenitor" which will be utilized in the creation of a master cell bank. Further engineering to advance a development candidate for a specific target is then limited only to the addition of a CAR construct, allowing the generation of multiple product candidates targeting different indications from a single iPSC progenitor.

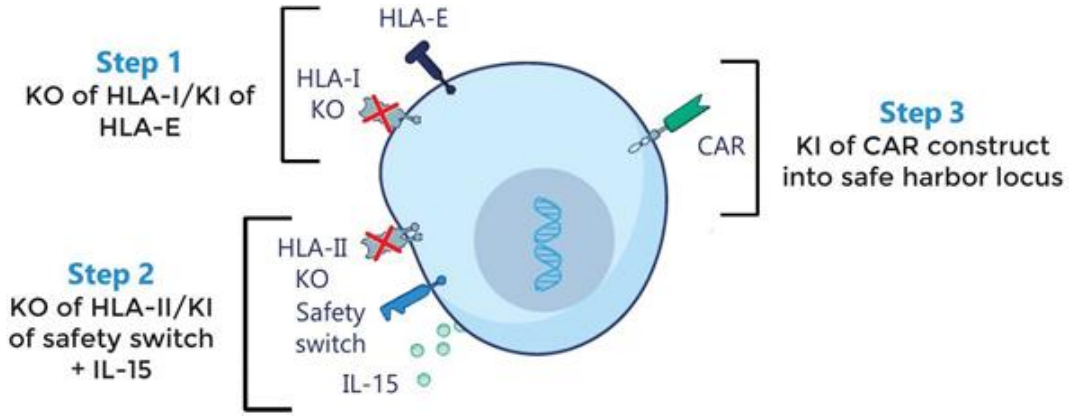
A single engineered iPSC progenitor can be used for multiple product candidates



Highly efficient engineering processes

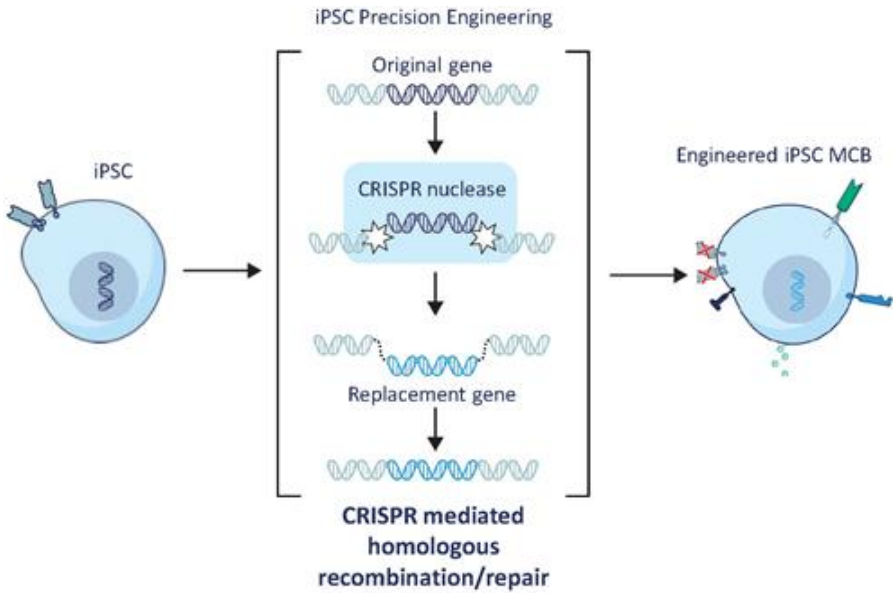
We have designed highly efficient engineering processes to generate our product candidates. During the engineering process, we frequently combine the knock-out of specific genes with the knock-in of transgenes we seek to express. In the case of CNTY-101, our lead product candidate, we incorporate six gene edits into three engineering steps to combine the knock-out of two genes (beta-2-microglobulin, or β2m, and Class II Major Histocompatibility Complex Transactivator, or CIITA) with the knock-in of four transgenes (HLA-E, EGFR safety switch, IL-15, and CD19 CAR). The specific steps include (i) knock-out of β2m to eliminate HLA-I expression with the knock-in of HLA-E, (ii) knock-out of CIITA to eliminate HLA-II expression with the simultaneous knock-in of the EGFR safety switch and IL-15 and (iii) knock-in of the CAR construct into the adeno-associated virus insertion sequence 1, or AAVS1, locus.

Engineering steps used to generate our CNTY-101 product candidate



These modifications are enabled by our innovative use of advanced biological engineering tools and technologies coupled with the application of internal expertise. We use CRISPR-based nuclease to enable precise editing of the iPSC genome. For CNTY-101 we used the nuclease Cpf-1 but have shifted to CRISPR-MAD7 for all subsequent programs for commercial reasons. In addition to our license from Inscripta, Inc. to use CRISPR-MAD7, we also have a license from Inscripta, Inc. to access the sequence of the enzyme which allows us to develop proprietary protocols to produce and purify the enzyme in-house as well as optimize its use to edit the genome. We have optimized our use of CRISPR-MAD7 to enable CRISPR-mediated homologous recombination and repair of multiple edits per iPSC.

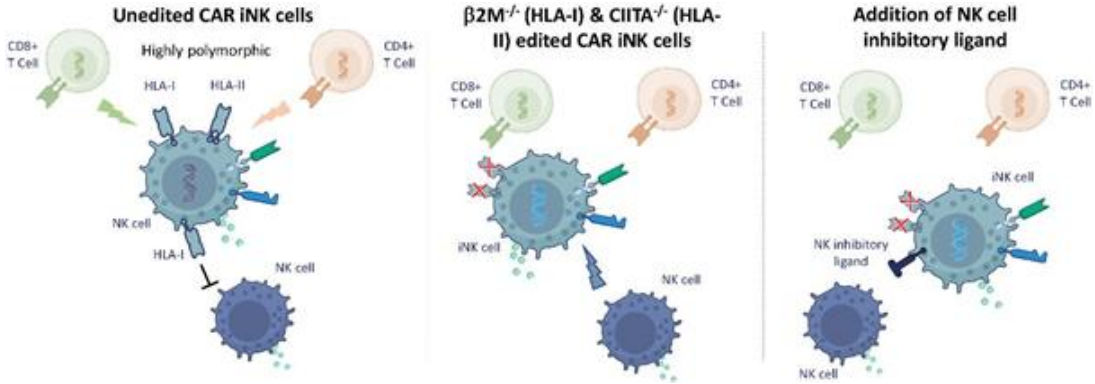
CRISPR mediated homologous recombination/repair



Advantages of our proprietary Allo-Evasion™ technology

We believe that our Allo-Evasion™ engineering technology will allow our cell product candidates to escape recognition and destruction by the host immune system. We believe the reduction in allogeneic reactivity enabled by our use of this technology will allow us to conduct repeat dosing of our CAR-modified cell therapies to improve their therapeutic potential. In combination with the extended killing capability of optimized immune cells derived from single genetically engineered cell cloning, we envision utilizing repeat dosing to maximize durability of response and efficacy. Additionally, we believe this technology may permit dosing in patients with limited or no immune preconditioning regimens.

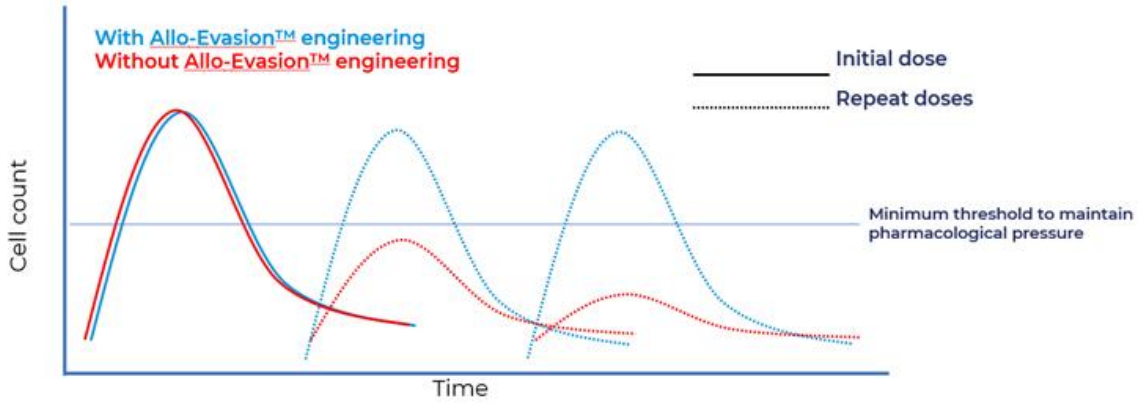
The potential of Allo-Evasion™ using NK inhibitory ligands



Preventing recognition of allogeneic iNK cell product candidates by T cells and NK cells from immune competent recipients. Genetic knockout of genes necessary for HLA I and II molecule expression removes the targets of recognition by allogeneic $CD8^+$ and $CD4^+$ T cells respectively, but renders the cells susceptible

to killing by recipient NK cells (middle panel). Introduction of the NK inhibitory ligand HLA-E into the product candidate (right panel) delivers a negative signal to recipient NK cells that protects them from elimination.

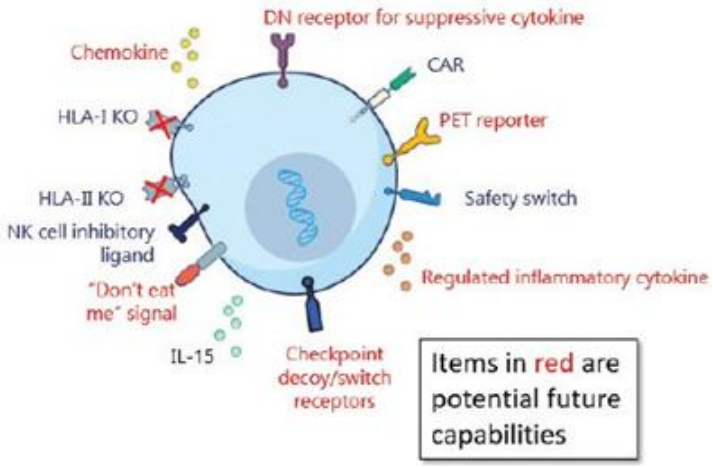
Illustrative potential of PK of Allo-Evasion™



Future generations of our cell therapies will embrace an extended range of capabilities

We envision future generations of our iPSC-derived allogeneic cell therapy platforms to incorporate additional capabilities. For instance, we are working on new approaches to lessen the effects of immunosuppressive cytokines, increase the secretion of pro-inflammatory cytokines, improve tumor homing through engineered receptors, convert immune checkpoints into co-stimulatory signals and recruit and activate endogenous immunity. We believe therapeutic enhancements such as these may be particularly relevant to cell therapies intended to treat solid tumors. In addition, we intend to engineer into our iPSCs a PET reporter molecule to enable the imaging of the patient to trace the distribution of the administered cells.

Future product candidates will be designed to embrace a potentially extended range of capabilities



To achieve our objective of discovering, developing and ultimately commercializing innovative cell therapies to treat cancer, we believe our core competencies and capabilities must extend well beyond a knowledge of

iPSCs. In addition to deep capabilities in cell engineering, we believe the expertise needed in-house must also include iPSC biology, oncology, immunology, and manufacturing which are essential to engineer and develop cell therapies that have a high likelihood of clinical success.

Manufacturing, product quality and COGS advantages

We believe our use of iPSCs, which have unlimited replicative capacity, will allow us to develop a streamlined manufacturing process with scalability advantages while producing consistent, high quality, off-the-shelf products at reduced manufacturing costs. Given the unlimited replicative capacity of iPSCs, we believe that a single master cell bank can be used for the lifetime of the product.

We intend to develop expertise in scale-up technologies to enable optimal manufacturing scale. To achieve this goal, we are building a team of process development engineers and scientists as well as manufacturing and quality staff with experience in scaling cell expansion, cell harvest and final product filling processes. In addition, we are leveraging knowledge from other modalities, such as allogeneic mesenchymal stromal cell therapies, live virus vaccines, and therapeutic proteins such as monoclonal antibodies, to identify and develop scalable technologies intended to enhance our manufacturing and production processes. We believe that these efforts will ultimately result in efficiencies of scale and reduced manufacturing costs for our products, if approved. We intend to increase our investment in scale-up technology as our product pipeline advances through development towards commercialization.

We are investing in internal manufacturing facilities and capabilities that we believe will enable us to analyze, learn and adapt more rapidly, reduce manufacturing costs and increase control of development and manufacturing timelines for efficient clinical development and, if approved, commercial production of our product candidates.

A key aspect of our investment in internal manufacturing facilities and capabilities includes the construction of our Current Good Manufacturing Practices, or cGMP, manufacturing facility in Branchburg, New Jersey. We completed construction of this facility in early 2022 and are now advancing its fit-out and qualifications. This multi-product, multi-phase facility will have the capabilities and capacity to manufacture both iNK and iT cells, as well as other immune cell types, for complete optionality.

We believe that having access to our internal manufacturing facility, along with that of FCDI, will increase clinical supply availability and provide us with manufacturing and developmental flexibility. Furthermore, the expertise and learnings at each site can be leveraged for a greater probability of success on any project at either site. We believe this manufacturing network, along with our commitment to develop expertise in process scale-up and process understanding, will enable more efficient manufacturing and clinical development with lower cost of goods and consistent product quality.

Off-the-shelf commercialization opportunity for iPSC-derived allogeneic cell therapy platform derived product candidates

Allogeneic cells that can be cryopreserved offer the inherent advantage of off-the-shelf availability. Unlike autologous products, which cannot be produced until patient material is collected, the timing for manufacturing of allogeneic products is not dependent upon the patient. Primary donor cells can be collected and genetically modified well in advance of manufacturing, and manufacturing can be planned such that product is always readily available off-the-shelf for patients.

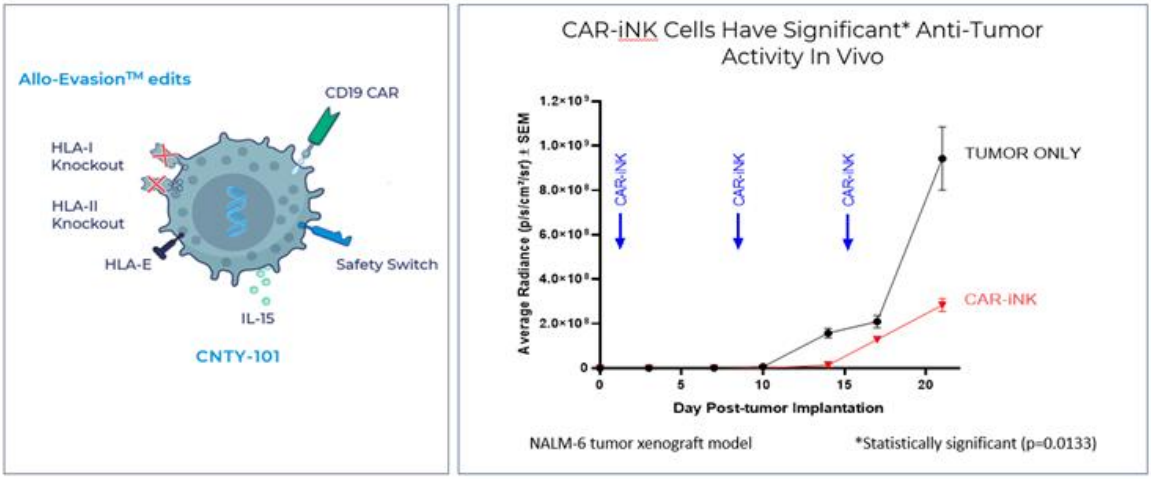
While cell therapies can be cryopreserved, cell quality may be negatively impacted by the freezing and thawing cycle. To combat this, we are making a significant investment in the development of robust and reliable freezing and thawing methods through rigorous examination of pre-freezing conditions that might affect the freeze/thaw, freezing parameters such as excipient types and concentrations, freezing temperature profiles, container configurations, and thawing conditions. The optimization of the many parameters that go into these steps will be enabled by the development of reliable quality testing procedures that measure the

critical quality attributes of the product. We believe investing in these procedures and methods will help ensure that our cryopreserved cells maintain their quality through the freezing and thawing process.

Preclinical profiles or characteristics of development candidates

Our product platforms

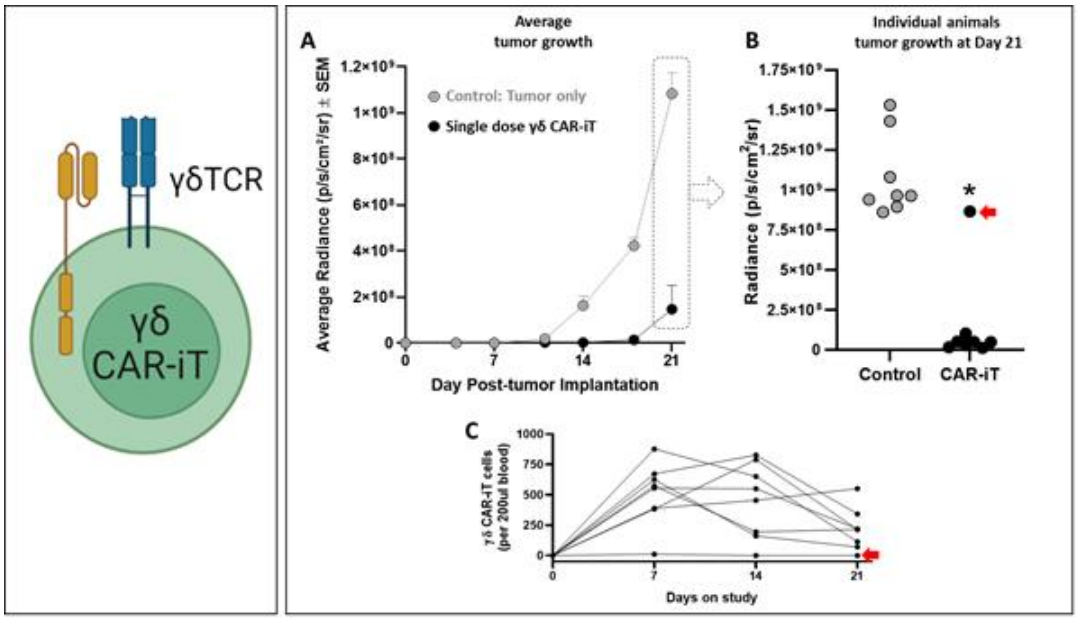
The iNK cell platform is our most advanced iPSC-derived cell platform



Left panel: cartoon representation of CNTY-101, our first iNK cell clinical candidate. Right panel: NALM-6 tumor growth inhibition of mice treated with CD19-CAR-iNK cells The CD19-CAR-iNK cells were administered intravenously at $1x10^7$ cells per mouse on Days 1, 8, and 15, as indicated by the arrows.

CD19-CAR-iNK cells demonstrate statistically significant (p=0.0133) anti-tumor growth inhibition compared to untreated control animals (“Tumor only”). Tumor burden was measured as the “Average radiance” of tumor-bearing mice.

The iT Cell platform is closely behind and making rapid progress



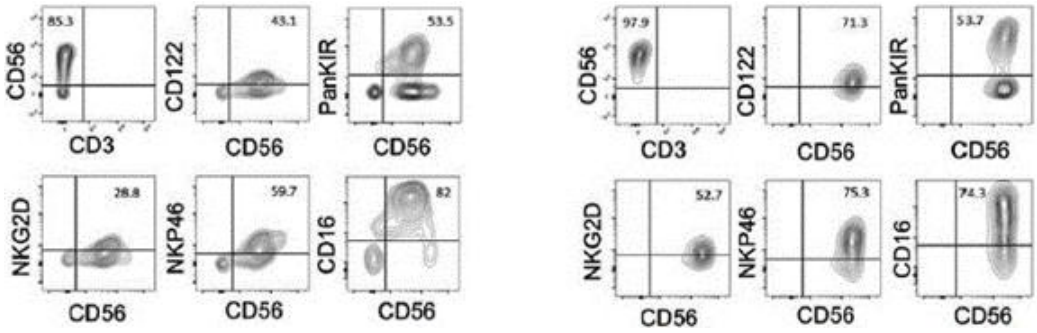
Left panel: cartoon representation of an iPSC-derived γδ CAR-iT cell expressing a Trusted γδ TCR and a CAR.. Right panel: **A**. Average NALM-6 (CD19+) tumor growth in mice treated γδ CAR-iT cells (CD19-specific CAR). The γδ CAR-iT cells were administered as a single intravenous dose of 1x107 cells per mouse on Day 1. The luciferase-labeled tumor cells were enumerated using in vivo bioluminescent imaging (magnitude of tumor growth reported as average radiance). **B.** Individual animal tumor growth on day 21. All 8 control mice (tumor only) exhibited aggressive tumor growth necessitating termination at day 21. The γδ CAR-iT cells demonstrate statistically significant (*p<0.0001) tumor growth inhibition compared to untreated control animals where 7 of 8 treated animals had deep responses at day 21. C. Detection of γδ CAR-iT cells in peripheral blood of treated animals. Each line represents a single animal. Note: red arrow depicts that the one treated animal with aggressive tumor growth lacked detectable γδ CAR-iT cells suggesting a technical problem with the intravenous injection of γδ CAR-iT cells.

iPSC-derived iNK cell platform

Multiple processes have evolved to allow for the differentiation of an iPSC into an immune cell. Many of these approaches involve platforms that use various signaling molecules, referred to as feeder cells, to facilitate iPSC differentiation. We have engineered our iNK cell platform so that that it is feeder cell-free, which simplifies the manufacturing process and further reduces manufacturing costs.

Differentiation of iPSCs to functional immune cells involves a series of process stages conducted under strictly controlled conditions, with different cytokine mixtures introduced at different process stages. IPSCs are initially differentiated into hematopoietic progenitor cells, or HPCs, during which they assemble into three-dimensional aggregates. Cells from these aggregates bud off and are replated onto different tissue culture vessels coated with a specific extracellular matrix and exposed to a cytokine cocktail that promotes differentiation of the HPCs to NK cells, a process that takes fourteen days. After differentiation, cells are incubated for seven days to activate the NK cells. We are currently capable of achieving fully functional iNK cells from iPSCs in 30 days.

The phenotype of iPSC-derived NK cells is similar to primary human NK cells

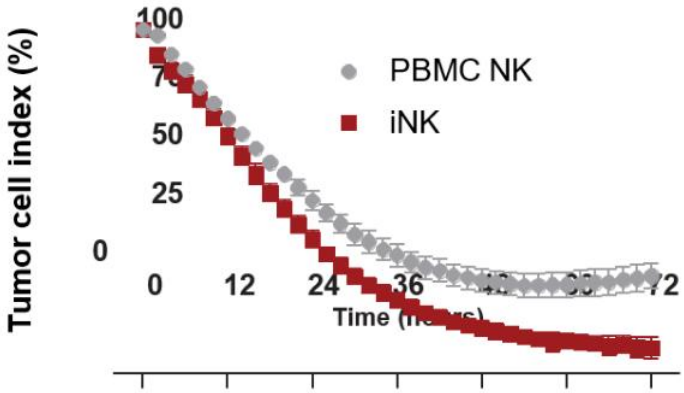


We have intentionally focused on the parameters that define immune cell functionality to direct internal development initiatives. This focus is intended to improve upon the intellectual property licensed from FCDI.

Accordingly, the parameters which have been the primary drivers of our activities have been cell persistence, killing potential and lack of induced toxicities, among other considerations. At the same time, we also characterize the cells phenotypically. As evidenced in the comparison presented above, NK cells derived from our iPSC- derived allogeneic cell therapy platforms are similar to primary human NK cells recovered from peripheral blood, with the phenotypic markers we evaluated displaying close alignment and the slight differences observed reflecting expected person-to-person variation.

Assessment of these cells' functionality demonstrates their potential for tumor cell cytotoxicity. Through a series of *in vitro* studies we evaluated the various mechanisms through which iNK cells eliminate tumor cells. As is presented below, one of the mechanisms used by NK cells to kill tumor cells involves the recognition of tumor cells lacking HLA-I by innate immune receptors. Using a leukemic cell line, K562, that lacks HLA molecules, we noted that the cell killing capacity of our iNK cells closely mirrored that of NK cells isolated from peripheral blood.

Our iNK cells kill K562 tumor cells similarly to PBMC peripheral NK cells

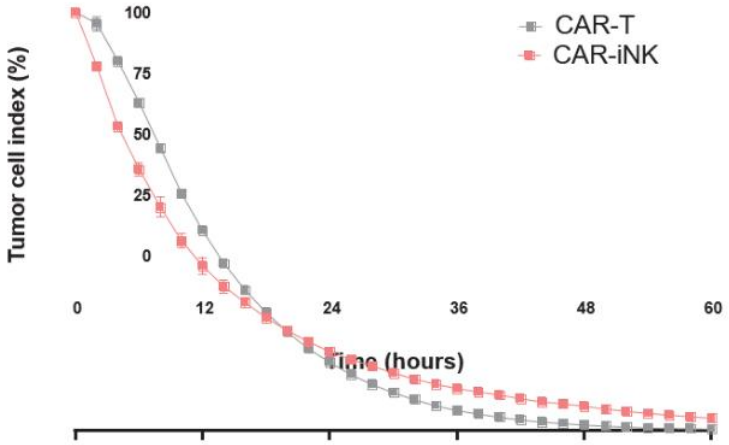


Century's iNK cells and peripheral blood mononuclear cell, or PBMC, NK cells were incubated with K562 tumor cells labelled with NuclightRed, or NLR, for 72 hours. Cocultures were imaged every 3 hours on the Incucyte live cell imager.

*Upon cytolysis the target cells lose their NLR signal. Tumor cell index measures the density of tumor cells in the wells and is calculated as (tumor and iNK well at time x / tumor only well at time x) / (tumor and iNK well at first time point) * 100.*

The addition of a CAR construct to the NK cell introduces a second mechanism by which tumor cells are eliminated. Our iPSC-derived NK cells demonstrated CAR-mediated tumor-cell killing of CD19 lymphoma cells, or Raji cells, comparable to peripheral blood CAR-Ts engineered with the same CAR construct.

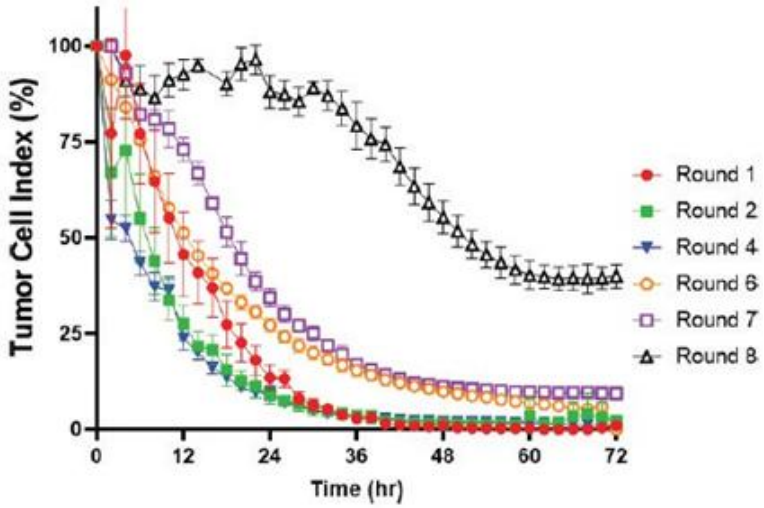
Our CAR-iNK cells kill lymphoma cells similarly to peripheral blood CAR-T cells



*Our CAR-iNK cells and peripheral blood CAR-T cells were incubated with Raji tumor cells labelled with NLR for 60 hours. Cocultures were imaged every 3 hours on the Incucyte live cell imager. Upon cytolysis the target cells lose their NLR signal. Tumor cell index measures the density of tumor cells in the wells and is calculated as (tumor and iNK well at time x / tumor only well at time x) / (tumor and iNK well at first time point) * 100.*

Our iNK cells also demonstrate the ability to engage and kill cancerous cells through multiple challenge rounds. In an evaluation of sustained killing capability, the results of which are presented below, we observed that iNK cells were successful in eliminating lymphoma cells through seven killing cycles before evidence of cell exhaustion and a decrease in cytolytic activity was observed. These results suggest that not only are the cells capable of retaining functionality and the ability to proliferate, but that the cytolytic machinery and signaling mechanism connecting target recognition to effector immune cells maintains sustained durability as well.

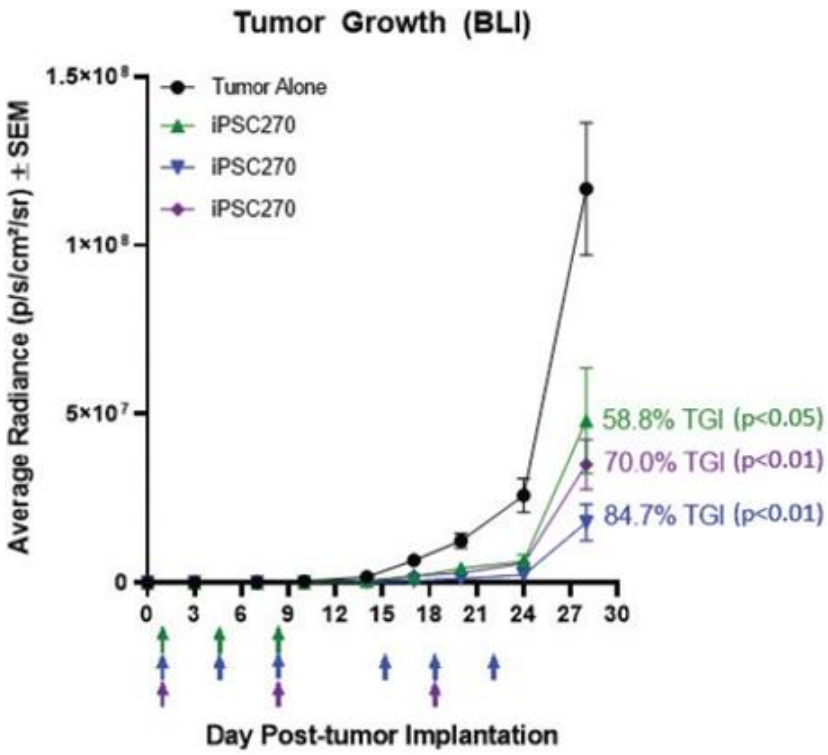
Our CAR-iNK cells have robust serial killing activity against lymphoma cells



*Our CAR-iNK cells were incubated with Reh tumor cells labelled with NLR for multiple rounds of killing. Every 72 hours, the iNK cells were transferred to new tissue culture wells containing fresh tumor cells and allowed to kill for 72 hours. Cocultures were imaged every 3 hours on the Incucyte live cell imager. Upon cytolysis the target cells lose their NLR signal. Tumor cell index measures the density of tumor cells in the wells and is calculated as (tumor and iNK well at time x / tumor only well at time x) / (tumor and iNK well at first time point) * 100. Loss in killing activity was observed between rounds seven and eight.*

The tumor-killing potential of our iNK cells was confirmed through *in vivo* evaluations. Raji lymphoma cells were administered intravenously to mice that were then dosed three consecutive days with both non-engineered and CAR- modified iNK cells, which had also been engineered to express the IL-15 cytokine. Tumor growth was then monitored over the following 20 days. As is illustrated in the graph below, the CAR-IL15 iNK cells showed meaningful anti-tumor activity, with tumor growth inhibition shown to be as high as 84.7%. Notably this study was conducted using bulk engineered material, prior to single cell cloning, which we believe has the potential to enhance anti-tumor activity.

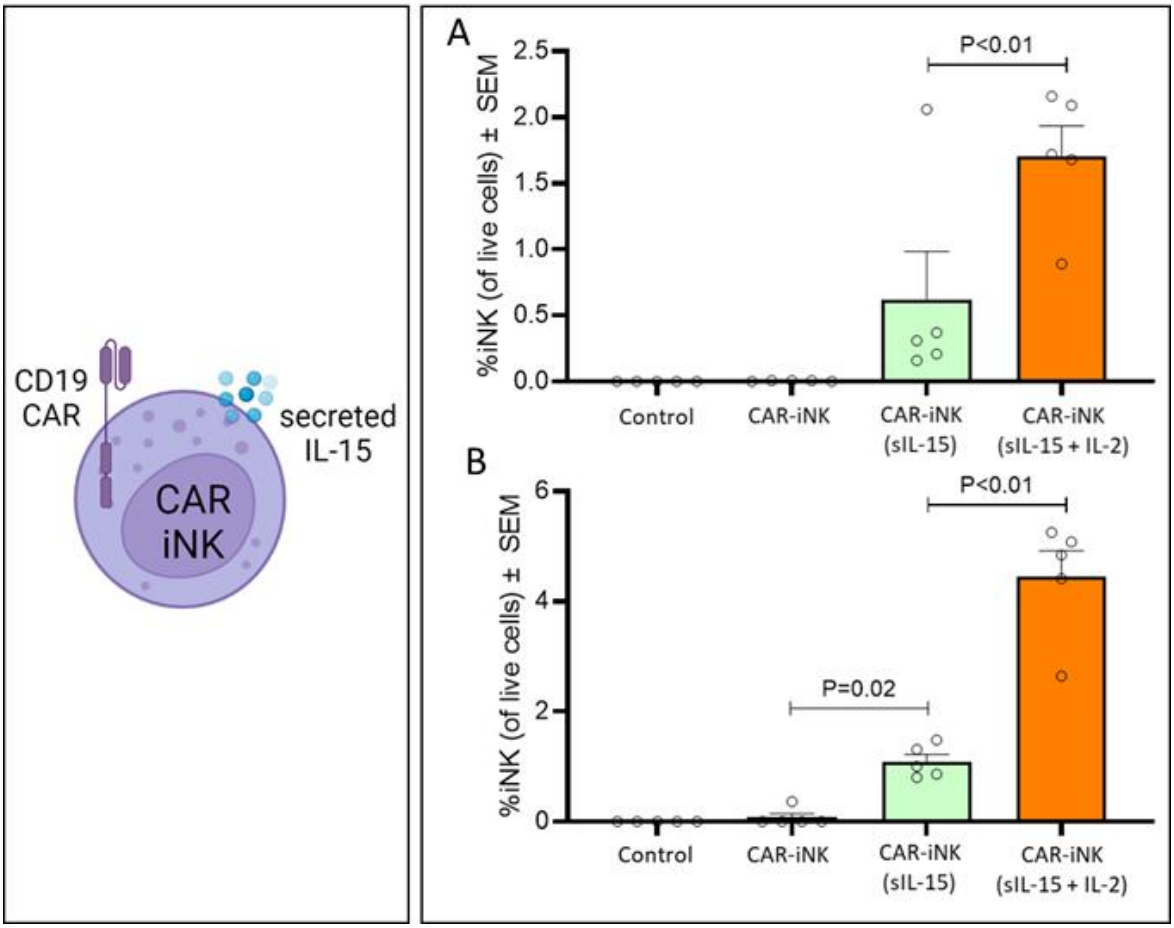
Our CAR-iNK cells have robust anti-tumor activity *in vivo*



The above chart displays Daudi tumor growth inhibition, or TGI, of mice treated with CD19-CAR-iNK cells administered under three different dose schedules. Average radiance, bioluminescence, or BLI of mice bearing intraperitoneal Daudi lymphoma xenografts, treated with CD19-CAR-iNK cells. Mice were implanted intraperitoneal with 1x105 cells Daudi-Fluc cells on Day 0 and CD19-CAR-iNK cells were administered intravenously at 1x107 cells per mouse on Days 1, 4, 8, 15, 18, and 22 as indicated by the arrows above.

In addition, to enhanced functionality, the engineered IL-15 has shown an identifiable benefit to persistence. As is presented in the illustration below, we observed viable iNK cells in the lungs and peripheral blood of mice 20 days after a single administration of CAR-iNK cells with IL-15, a result which was not noted in mice administered CAR- iNK cells without the addition of the cytokine.

The addition of a homeostatic cytokine significantly enhances iNK persistence

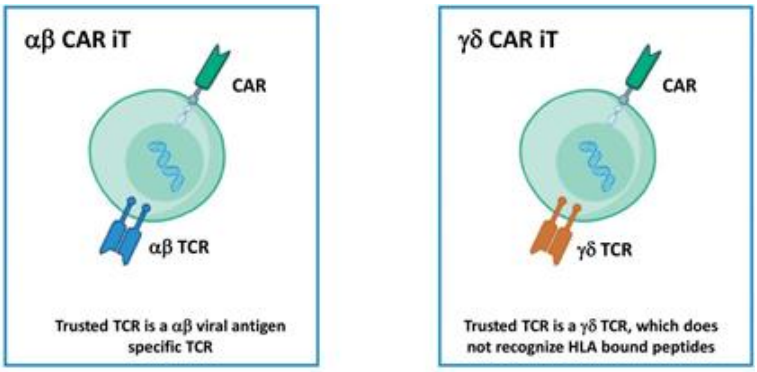


*iNK cells were engineered to express a CD19-specific CAR molecule as well as secreted IL-15 to enhance iNK persistence in vivo. Mice received by intravenous injection: untreated (control), 1x10^7 CAR-iNKs (those lacking the secreted IL-15 [sIL-15] transgene), 1x10^7 CAR-iNKs-sIL-15, or 1x10^7 CAR-iNKs-sIL-15 plus additional recombinant IL-2 on days 1, 3 & 5 to enhance iNK persistence. In the upper panel **A** (peripheral blood) and the lower panel **B** (lungs), the presence of the sIL-15 transgene enhanced iNK persistence after 7 days. In both tissues, the addition of recombinant IL-2 via injection significantly enhanced persistence.*

IPSC-derived iT cell platform

In addition to NK cells derived from our iPSC-derived allogeneic cell therapy platforms, we are also advancing the development of iPSC-derived T cells. The therapeutic properties offered by T cells, such as large *in vivo* expansion capacity, extended immune memory and the potential inclusion of engineered TCRs for additional tumor killing capacity, provide compelling reasons supporting their inclusion in our anti-cancer cell therapy arsenal. However, the development of allogeneic T cell-based therapies requires addressing unique challenges, such as GvHD. GvHD occurs when allogeneic donor T cells recognize an HLA class I and class II molecules on host cells and induce a severe and potentially life-threatening immune response against the host tissues. This is a challenge we plan to overcome by selecting Trusted TCRs that do not mediate GvHD.

We are exploring two major T cell subsets to develop our iT cell platform



Unique features of Century's iT cell platform:

- Retention of a functional TCR intended to improve iT cell differentiation and functionality
- Use of Trusted αβ and γδ TCRs, which are not expected to mediate GVHD

Proprietary Trusted TCR constructs enable our generation of TrueT™ cells

Many companies that are pursing the development of allogeneic T cell therapies engineer T cell with an intentionally deleted TCR to eliminate the risk of GvHD. We have taken a fundamentally different approach; we believe that retention of the TCR is of significant importance, particularly to iPSC-derived T cells, as it helps with the differentiation and functionality of iPSC-derived T cells. We have devised strategies to utilize αβ or γδ TCRs on iPSC-derived T cells while minimizing risk of GvHD. In general, our approach capitalizes on selection of Trusted TCRs.

γδ T cells do not recognize hypervariable HLA class I or II receptors. Instead, γδ TCRs recognize ligands that are mostly invariant between individuals and these TCRs are unlikely to mediate GvHD. We leverage this characteristic of γδ chains to engineer iPSC lines with Trusted TCRs to create T-iPSC line that will be used to differentiate iT cell products. There are also special scenarios where an αβ TCR can have properties that lessen or eliminate the risk for GvHD, such in the case of some TCRs specific for viral antigens or the invariant αβ TCR expressed by, natural killer T cells, or NKT cells. We are pursuing γδ and αβ Trusted TCR approaches because γδ and αβ T cells have meaningfully different biological properties that can be explored for different tumor indications. Because of the importance of the TCR in normal T lymphocyte development, we call iPSC-derived T cells that express a Trusted TCR TrueT™ cells as a contrast to T cell engineered without a TCR.

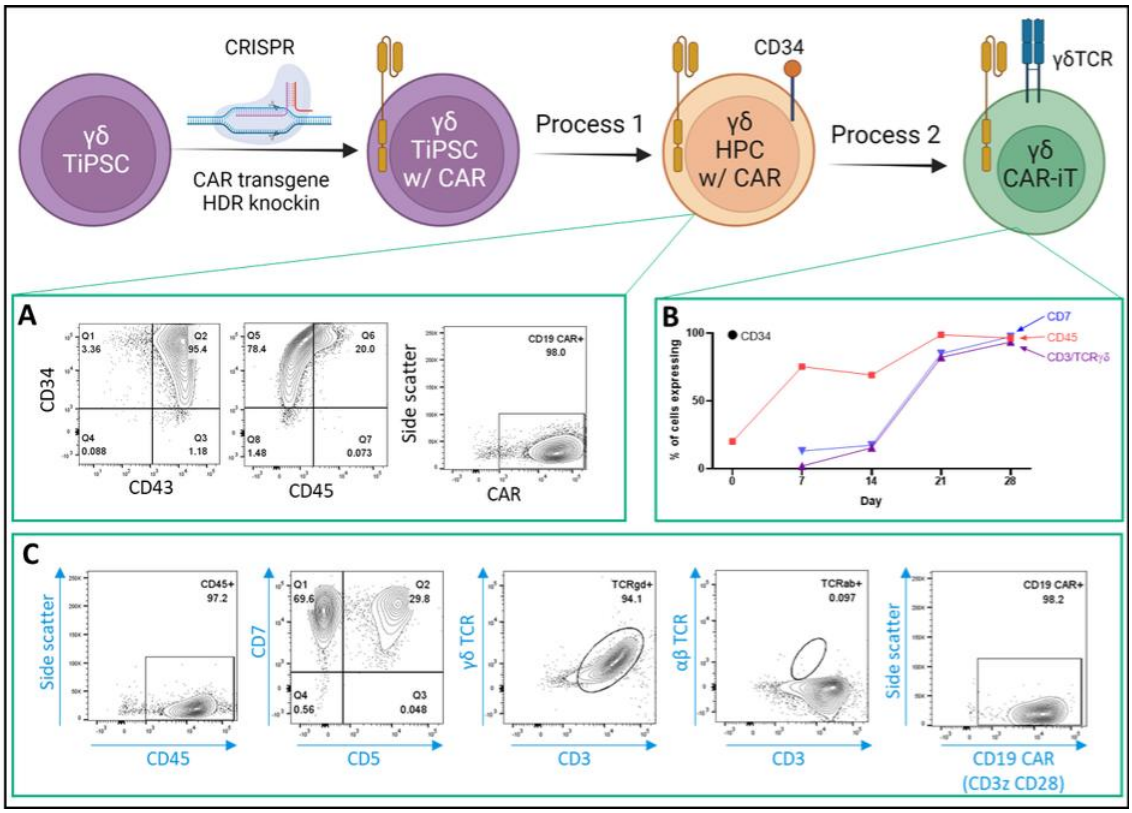
For any TrueT™ cell approach there are two main strategies that can be deployed to make iPSC-derived T cells. The first is to begin withaT cell froma healthy donor where the TCR identity is known (either a γδ T cell, NKT cell or conventional αβ T cell). Such T cells can be isolated, expanded, and purified. Then the desired T cell, which carries the desired rearranged TCR genes, is reprogrammed to generate iPSCs that carry the same TCR genes. We call these T cell-derived iPSCs T-iPSCs and they can be used to produce T cells with the desired TCR. We have developed proof of concept for this approach using T-iPSC lines that were reprogrammed using peripheral blood γδ T cells. A second approach is to use iPSC that were derived from a non-T cell and thus lack a rearranged TCR. In this scenario, the desired TCR is selected and synthesized as a transgenic construct. Then the desired TCR is engineered into iPSCs such that T cells that are produced from the iPSCs will carry the engineered TCR. We have developed proof of concept for approached using an iPSC line that was derived from non-T cells, in this case CD34+ peripheral blood hematopoietic cells, where we introduced a viral-specific TCR.

Differentiation of TrueT^{TM} cells results in cells that co-express TCR and CD3 and can utilize an engineered CAR for target cell killing

The process for differentiating T cells from iPSC is a multistage *in vitro* system that includes several growth factors and key ligands that mimic the developmental signals found in the human thymus where T cells normally develop. We have refined protocols to differentiate T cells from both T-iPSC and TCR-engineered iPSCs.

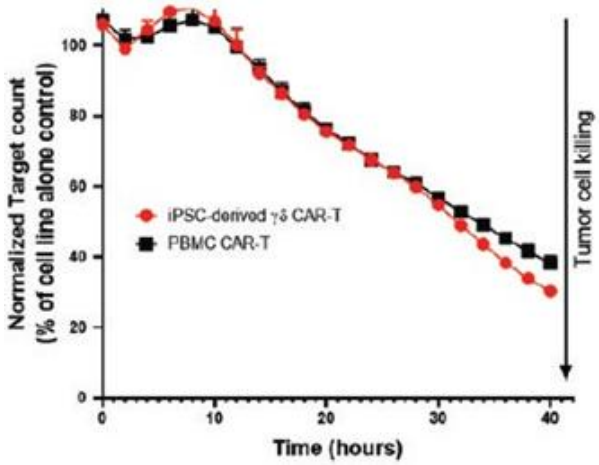
For γδ T cells, the current process yields T cells that uniformly express the γδ TCR and CD3. These iPSCs have been engineered to express a CD19 CAR for initial proof of concept studies. When the iPSC-derived γδ T cells are exposed to CD19-expressing lymphoma cells, the lymphoma cells are killed in an antigen-specific manner.

Differentiation of γδ CAR-iT cells from T-iPSC



A T-iPSC line that was derived from a Vγ9/Vδ2 γδ T cell was engineered with CRISPR to introduce the CAR transgene. The T-iPSC were then subjected to two sequential differentiation processes. **A.** First, the TiPSC were cultured under conditions that cause them to differentiate into CD34+ hematopoietic progenitor cells (HPCs) which have multilineage capability. **B.** Next, T lineage commitment was enforced during process 2 where the cells were differentiated into uniform CD3+ CD45+ CD7+ T cells over the course of 28 days. **C.** The day 28 T cells were assessed by flow cytometry and the data indicates that the cells express T lineage markers (CD3, CD7, and CD5) as well as the γδ T cell receptor but not the αβ T cell receptor. The T cells also retained high expression of the CAR molecule.

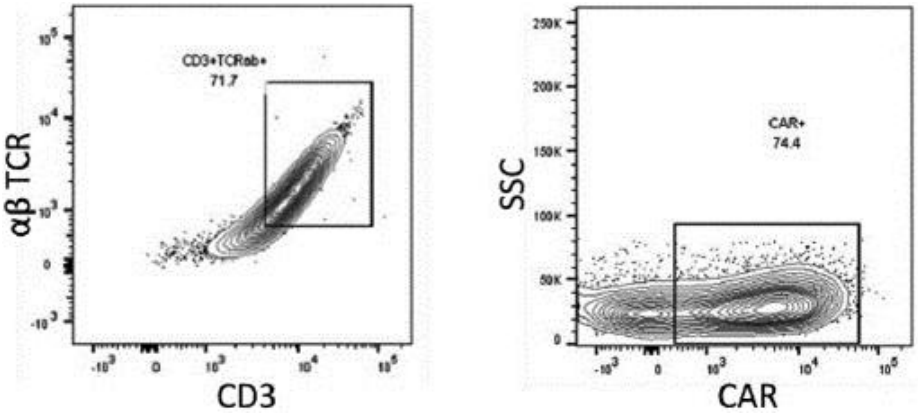
γδ CAR-iT cells kill CD19-expressing lymphoma cells



CAR-iT cells were used in a tumor cell killing assay on an IncuCyte instrument. For this study, Reh cells, a CD19- expressing lymphoma line was used. PBMC CAR-T are PBMC-derived T cells that have been engineered to express the same CAR molecule, which have been added as a control for this study. When CD19-positive Reh cells were exposed to CAR-T cells, both iPSC-derived and PBMC-derived CAR-T cells mediated tumor killing.

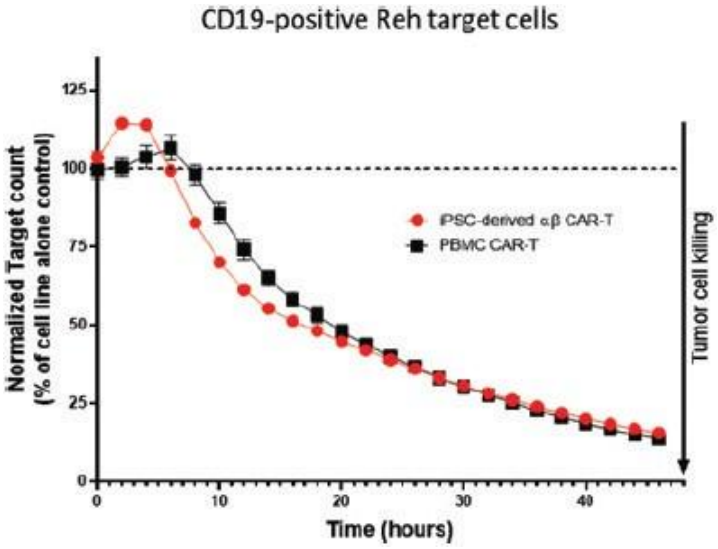
For conventional αβ T cells, the current process yields iT cells that uniformly express the αβ TCR and CD3. These iPSCs were also engineered to express a CD19 CAR to evaluate their tumor cell killing activity. When the iPSC- derived αβ T cells were exposed to CD19-expressing lymphoma cells, the lymphoma cells were killed in an antigen- specific manner.

Differentiation of αβ CAR-iT cells from T-iPSC

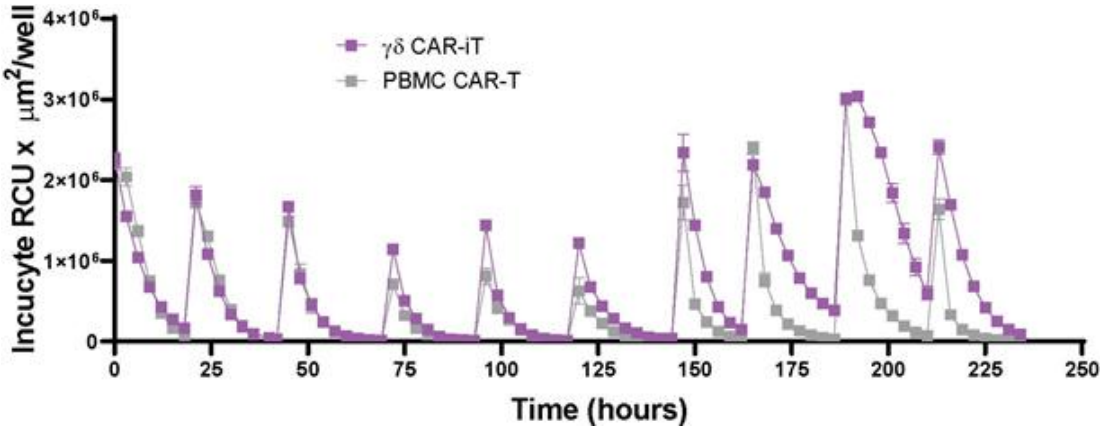


A T-iPSC line that was derived from a αβ T cell was used to differentiate αβ T cells using a process that takes approximately five to six weeks. At the end of the process, cells were collected and stained for flow cytometry. The left panel demonstrates co-expression of CD3 and the αβ TCR on the cell surface of resulting iT cells. Because the T-iPSC line was also engineered with a CAR transgene, the CAR protein was also detected on the surface of these iT cells (right panel).

αβ CAR-iT cells kill CD19-expressing lymphoma cells



CAR-iT cells were used in a tumor cell killing assay on an IncuCyte instrument. For this study, Reh cells, a CD19- expressing lymphoma line was used. PBMC CAR-T are PBMC-derived T cells that have been engineered to express the same CAR, which have been added as a control for this study. When CD19-positive Reh cells were exposed to CAR-T cells, both iPSC-derived and PBMC-derived CAR-iT cells mediated tumor killing.

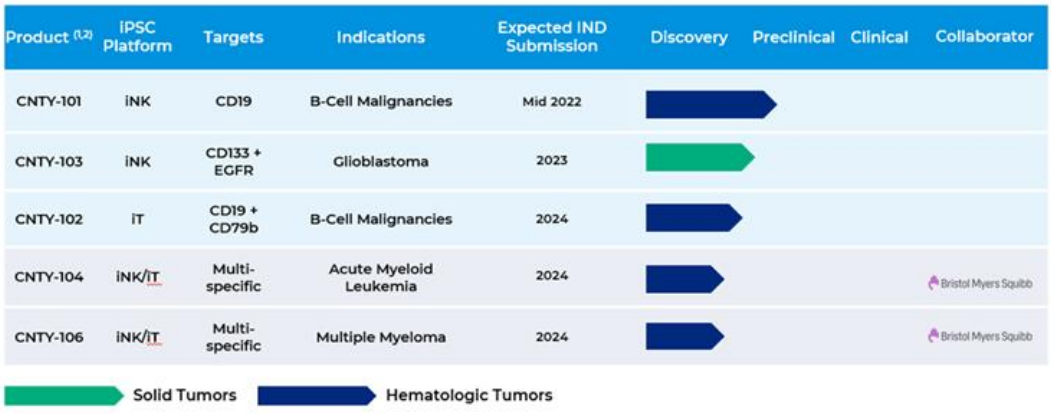


Serial killing of CD19⁺ tumor cells by CAR-γδ-iT cells is comparable to PBMC-derived CAR-T cells. The serial killing assay was performed using an Incucyte instrument where viable tumor cells expressed Nuclight Red and were enumerated every 3 hours based on Red Calibrated Units, or RCU, a measure of total red fluorescence. At the beginning of the culture, 1e5 CAR-γδ-iT or CAR-T were added to each well followed by addition of 2e4 NALM-6 target cells (Nuclight Red+). Cells were cultured in complete medium with 10 ng/ml rhIL-15. Every 24 hours, 2e4 fresh NALM-6 cells were added to the culture and data was recorded for 10 days. Increasing RCU indicates daily addition of new targets and/or outgrowth of tumor cells. Decreasing RCU indicates tumor cell killing by γδ CAR-iT cells or PBMC CAR-T cells.

Collectively, we have made significant progress in deriving iPSC lines that carry Trusted TCRs as well as refining the differentiation process to generate TrueT™ cells that express a TCR and a CAR. The cells mediate robust killing of lymphoma cells when their CAR is engaged. We believe that we have put in place the fundamental building blocks to continuing the advancement of our iT cell platform to generate iPSC-derived αβ and/or γδ T cell therapies for different tumor indications.

Our development candidates

We are assembling a portfolio of allogeneic iNK and iT cell therapy product candidates across solid tumors and hematological malignancies. This pipeline is comprised of cell therapies that will address diseases where we believe current therapies are inadequate. Our product candidates incorporate our proprietary Allo-Evasion™ technology which is designed to avoid host rejection and potentially increase the durability of clinical responses. With the exception of our lead product candidate, CNTY-101, each of our product candidates is designed to target multiple tumor antigens. We currently anticipate filing an IND for our lead product candidate, CNTY-101, targeting B-cell lymphoma, in mid 2022. Our second product candidate, CNTY-103, is designed to treat glioblastoma, and we currently anticipate filing an IND in 2023. Our third product candidate, CNTY-102, is designed to further improve B-cell malignancy treatment, and we are planning an IND filing in 2024. Our fourth product candidate, CNTY-104, is being developed in collaboration with Bristol-Myers Squibb to treat AML with the IND expected in 2024. We are also developing CNTY-106 in collaboration with Bristol-Myers Squibb to treat multiple myeloma with the IND expected in 2024.Our development programs consist of the product candidates illustrated in the pipeline chart below:



(1) We are party to an option agreement with Bayer HealthCare LLC, or Bayer, pursuant to which Bayer was granted certain bidding rights relating to the potential transfer of rights with respect to certain product candidates being researched and developed by us which are comprised of iNK cells, macrophages or dendritic cells, including CNTY-101, CNTY-103 and any other product candidate comprised of iNK cells that we develop in the future. Bayer's rights under the option agreement are subject to important limitations. See "—Licensing, partnership and collaboration—Bayer HealthCare LLC—Option Agreement" for more information.

(2) We entered a collaboration with Bristol-Myers Squibb to develop and commercialize up to four iNK or iT candidates, including CNTY-104 and CNTY-106. See – Licensing, partnership and collaboration – Bristol-Myers Squibb for more information.

CNTY-101: Our CAR-iNK candidate targeting CD19 for relapsed, refractory B-cell lymphoma

Disease background

B-cell lymphoma is a cancer that affects B lymphocytes that make up part of the immune system. It generally originates in the lymph nodes. B-cell lymphoma includes both Hodgkin's disease and approximately 80% to 85% of patients diagnosed with non-Hodgkin's lymphoma, or NHL, a disease classification that includes more than 50 different hematological malignancies. In the United States, approximately 70,000 cases of NHL are diagnosed each year and the number of new diagnoses is increasing each year as the median age in the United States increases. 30-40% of these patients will relapse or have disease refractory to current treatments.

Current treatment and shortcomings

Treatment of non-Hodgkin's lymphoma is dependent on disease designation. Indolent disease may be treated with localized radiation or simply monitored for disease progression, at which time the disease is often treated with rituximab, with or without chemotherapy. Aggressive disease is treated with chemotherapy if diagnosed in the earlier stages of disease progression or with combination of rituximab and chemotherapy if diagnosed in the more advanced stages. While aggressive NHL is curable, indolent disease currently is not.

In aggressive large B-cell lymphomas, existing FDA-approved CD19 CAR-T cell therapies show overall response rates of 50-80%, complete response rates of 30-40%, and where longer term follow up data is available, a three year survival rate of 47%. They are also shown to be effective in aggressive and indolent lymphoma subpopulations and are in active testing in second line lymphoma. While these treatments have transformed care, significant medical need still exists in the relapsing and progressing patients that remain, with additional limitations of the autologous therapies described herein. As such, there is active investigation of several allogeneic B-cell targeting CAR-T therapies and B-cell targeting CAR-NK cell therapies in lymphoma.

Our therapeutic approach and development program

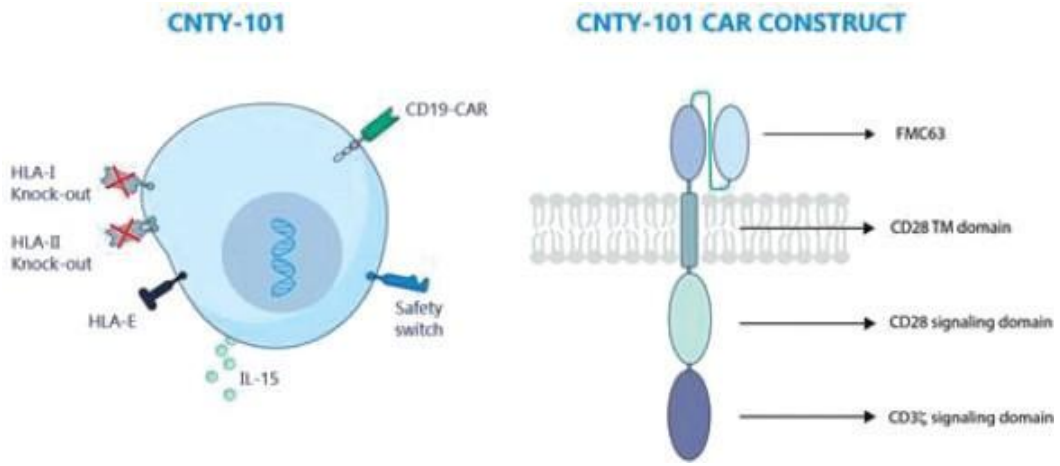
Our lead product candidate, CNTY-101, is an allogeneic, iPSC-derived CAR-iNK cell product for the treatment of B-cell lymphomas. CNTY-101 has been engineered with the following features:

- expression of CD19 CAR to target malignant B cells. Our CAR construct uses the FMC63 scFv and the signaling domains of CD28 and CD3ζ;
- knock-out of HLA-I and HLA-II to escape elimination by the patient's CD8 and CD4 T cells;
- knock-in of HLA-E to avoid killing by the patient's NK cells;
- expression of IL-15 to provide homeostatic cytokine support to improve persistence and functionality; and
- incorporation of an EGFR safety switch to allow for elimination of the product if necessary.

The safety switch consists of a shorter version of the extracellular domain of EGFR, which binds to clinically approved antibodies, such as Cetuximab, which can trigger product elimination through antibody-dependent cellular cytotoxicity, or ADCC, or antibody-dependent cellular phagocytosis, or ADCP.

We believe the modifications described above may lead to treatments with greater potency, persistency and durability. As the CD19 target and the FMC63-CD28z CAR have has been validated by existing FDA-approved CAR-T therapies, we believe target-related risks have been significantly diminished, as the approved CAR-T cell products have been shown to improve remission rates and improve overall survival in patients with various B-cell malignancies. The inclusion of a validated CAR construct in our first product candidate eliminates a key variable, i.e. the performance of a novel CAR construct, better enabling our Allo-Evasion™ engineered iNK platform to be validated in the initial studies. The validity of this therapeutic approach is further supported by a M.D. Anderson clinical trial of CAR-NK cells targeting CD19 used in the treatment of relapsed or refractory NHL and chronic lymphocytic leukemia, or CLL, patients. In that trial, eight of the 11 patients responded to treatment with seven patients achieving complete remission.

CNTY-101 and CD19 CAR construct



Left panel: engineered features of CNTY-101. Right panel: structure of the CD19 CAR construct used in CNTY-101

We have completed engineering of iPSC lines from five different donors and single cell cloning of numerous iPSC lines. The single cell clones have undergone genotype and phenotype identity, purity, safety, manufacturability, and *in vitro* and *in vivo* functional testing. CD19 iNK single cell clones demonstrate significant cytotoxicity *in vitro* comparable to CAR-T controls, and numerous cycles of serial killing after repeated challenge with lymphoma cells. CNTY-101 single cell clones also demonstrate IL-15 expression and persistence *in vivo*, as well as *in vivo* tumor growth inhibition. We selected a clinical candidate clone and have moved into IND-enabling preclinical and technical studies and manufacturing. Based on CNTY-101 pre-IND feedback from FDA in August 2021, we expect to file an IND in mid 2022 to advance CNTY-101 into a Phase 1 clinical trial, named ELiPSE-1 .

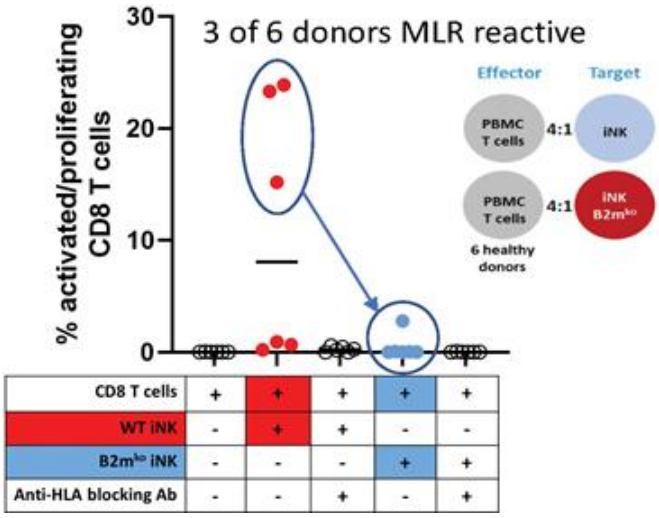
Preclinical studies and selection of the final product candidate for CNTY-101

To identify the CNTY-101 clinical candidate, we engineered iPSC lines from five different donors. The initial characterization studies were done with bulk cells prior to single cell cloning (bulk-engineered cells), and we generated additional data with single-cell clones. To identify the candidate, we narrowed down to six clonal cell lines derived from two donors. The initial evaluation of the Allo-Evasion™ features and safety switch was done on bulk-engineered iPSC lines.

Allo-Evasion™ studies with bulk-engineered CAR-iNK cells

To prevent recognition of our CAR-iNK cells by CD8 T cells from the patient, we eliminated the expression of the HLA-I by deleting β2m, a protein that is required for the expression of HLA-I molecules on the cell surface. Our current Allo-Evasion™ data has been generated with bulk-engineered iNK cells prior to single cell clonal selection. However, even with bulk-engineered cells where a small percentage of cells (1.6%) in the population still retains HLA-I, it is clear that the deletion of β2m significantly diminishes the allo-reactivity of allogeneic CD8 T cells against our iNK cells. In the final clinical candidate clones for therapeutic product candidates, HLA-I will be uniformly absent from all iNK cells.

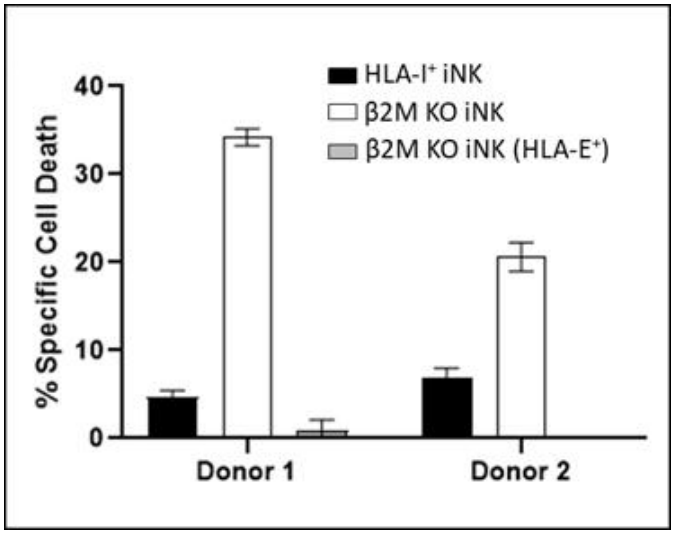
Elimination of HLA-I prevents allogeneic immune recognition of iNK cells by CD8 T cells



Elimination of HLA-I prevents allogeneic immune recognition of iNK cells by CD8 T cells. To determine if removal of HLA-I via β2m knock-out prevents recognition of iNK cells by allogeneic T cells, a mixed lymphocyte reaction, or MLR, was performed with CD8 T cells from six allogeneic donors. Allogeneic T cells show virtual no proliferation when incubated with iNK cells that do not express HLA-I (B2Mko iNK), in contrast with iNK cells expressing HLA-I (iNK).

Deletion of HLA-I prevents the recognition of our iNK cells by allogeneic T cells, but on the other hand, it exposes the iNK cells to killing by the patient's NK cells. NK cells can sense the lack of HLA-I as a danger signal (missing self- hypothesis) and eliminate HLA-I negative cells. As part of our Allo-Evasion™ technology, we engineered the expression of HLA-E, a monomorphic MHC Class I related molecule to prevent the killing of the HLA-I null iNK cells. HLA-E engages an inhibitory receptor, NKG2A on NK cells and prevents their cytolytic activity. Our data with engineered iNK cells indicates that HLA-E is effective in mitigating the killing of the null iNK cells.

Expression of HLA-E prevents killing of iNK cells that have been engineered to prevent HLA-I expression



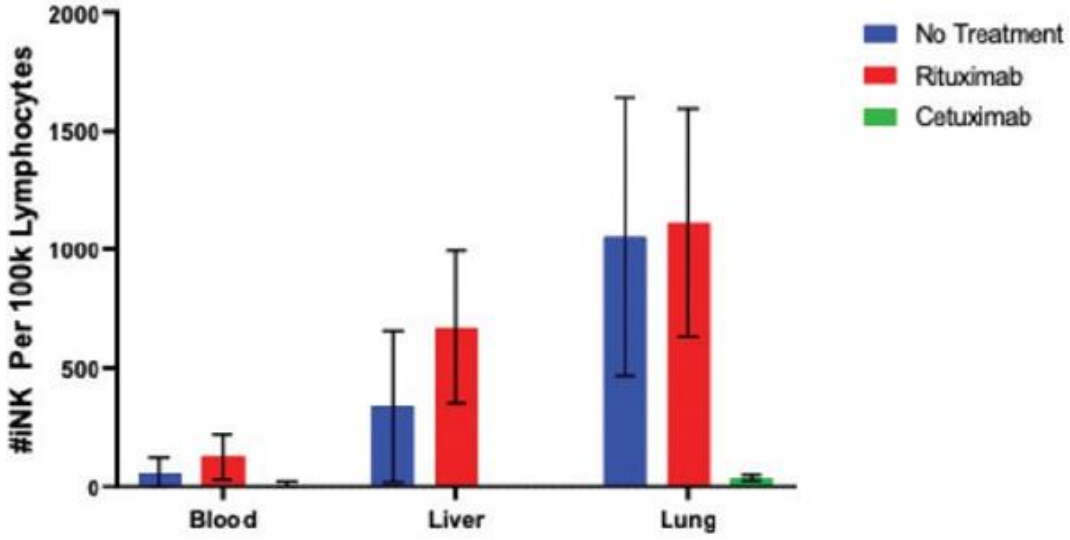
iNK cells were derived from three different iPSC lines. A non-engineered iPSC line that carries an intact β2M gene was used to prepare iNK cells that are HLA-I^{+}. A version of the same iPSC line was then engineered to knockout (KO) the gene β2M in order to ablate HLA-I expression. Finally, a version of the same iPSC line was engineered to both delete β2M and transgenically express the gene HLA-E. iNK cells that express HLA-I are mostly spared from lysis in an allogenic co-culture with PBMC (including NK cells) from two different donors. However, iNK cells lacking HLA-I (β2M KO) are lysed by NK cells. Finally, expression of HLA-E on iNK cells that lack other HLA-I molecules are spared from lysis by allogenic NK cells.

Evaluation of the EGFR safety switch with bulk engineered CAR-iNK cells

CNTY-101 is engineered with a safety switch that can be triggered to eliminate the cells if ever necessary. Our switch includes a shorter version of the EGFR extracellular domain, anchored to the plasma membrane. This form of EGFR binds to cetuximab, a clinically approved antibody we plan to use as a trigger for the safety switch.

Cetuximab engages FcγR on innate immune cells, such as NK cells and macrophages, to eliminate EFGR-expressing cells through ADCC or ADCP. Our preliminary data from *in vivo* studies indicates that the cetuximab effectively triggers the elimination of iNK cells engineered with our EGFR safety switch from different tissues including blood, liver, and lungs.

Elimination of iNK cells using EGFR safety switch

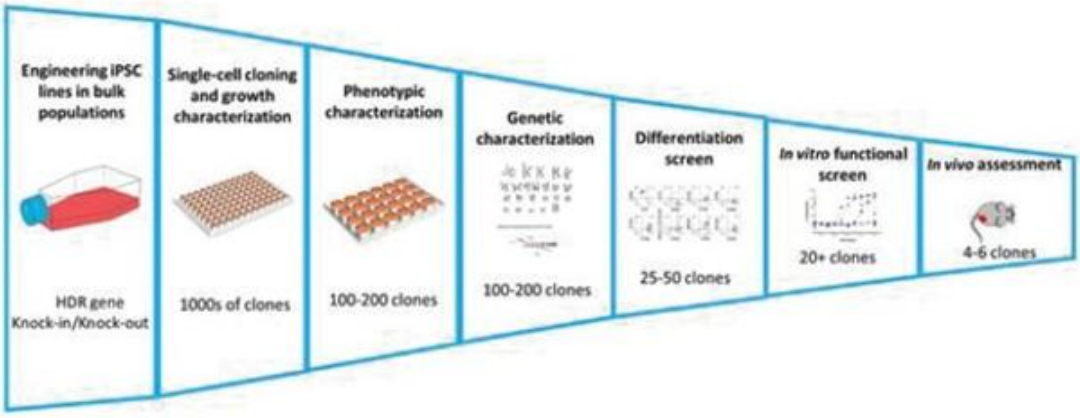


NSG mice were intravenously infused with 1x107 CD19iNK and one day later treated with 40 mg/kg cetuximab or rituximab (as a control). On Day 8, mice were humanely euthanized and whole blood, liver, and lung samples were collected and analyzed for the presence of iNK cells.

Single-cell cloning of engineered iPSC from different donors to identify the final clinical candidate

We completed the single cell cloning of engineered iPSC lines from five different donors. The single cell clones were characterized for the expression of NK cell markers and the inserted transgenes. Selected clones were then characterized genetically by karyotype analysis, copy number variations, transgene copy number and insertion fidelity, and, finally, whole genome sequencing. The phenotype and genotype positive clones were progressed to an iNK differentiation, *in vitro* functional and manufacturability screens. We narrowed down the number of candidates to six clonal lines from two different donors. These lines were evaluated *in vivo* for final clinical candidate selection, in 2021. We anticipate filing an IND in mid 2022 and subsequently advance CNTY-101 into a Phase 1 clinical trial, ELiPSE-1.

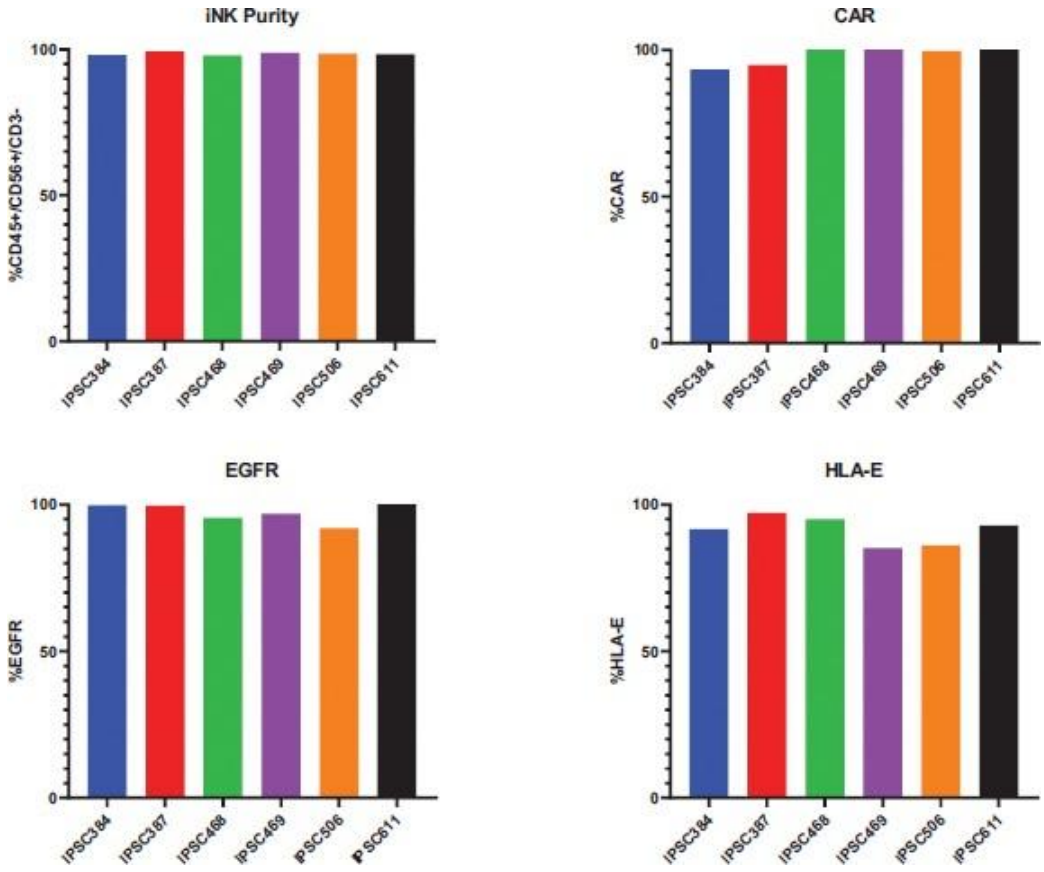
CNTY-101 lead discovery funnel to identify final clinical candidate



Selected single-cell clones express engineered transgenes in virtually all cells after expansion

We ran a series of phenotypic assays and transgene expression characterization to narrow down the list of top candidates to six iPSC lines. After expansion in culture, the cell populations derived from single cell clones are highly uniform. Virtually all cells from all clones are CD45+, CD56+, CD3- indicating that these cells are NK cells. In addition, the cells uniformly express the CAR, HLA-E, and EGFR (safety switch) transgenes indicating that our product candidate clones are highly uniform when assessed for phenotypic markers.

Transgene expression and purity of iNK cells

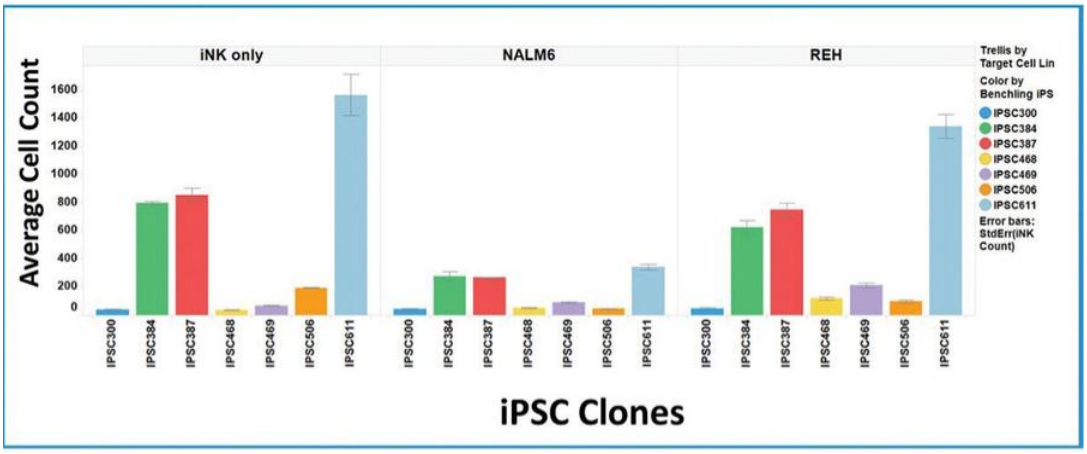


Transgene expression and purity of day 21 iNK clones as measured by flow cytometry. All clones were >97% iNK cells defined as live/CD45+/CD56+/CD3- (top left panel). Transgene expression (CAR, EGFR, and HLA-E) was measured on total live population after expansion of the single cell clones.

Functional analysis of iNK cells generated from individual iPSC clones reveals meaningful differences in the *in vitro* persistence and killing capacity of clinical candidates.

In addition to assuring uniform transgene expression in the clones under consideration for clinical candidate selection, we compared two *in vitro* functional attributes across clones that could influence their ability to inhibit tumor growth. The first is the cell-intrinsic capacity to persist in culture in the presence or absence of CD19 expressing tumor targets in the absence of exogenous cytokine support. As seen in the figure below,

there was a meaningful difference between clones in the recovery of iNK cells after a seven day culture, with three clones demonstrating particularly favorable persistence.

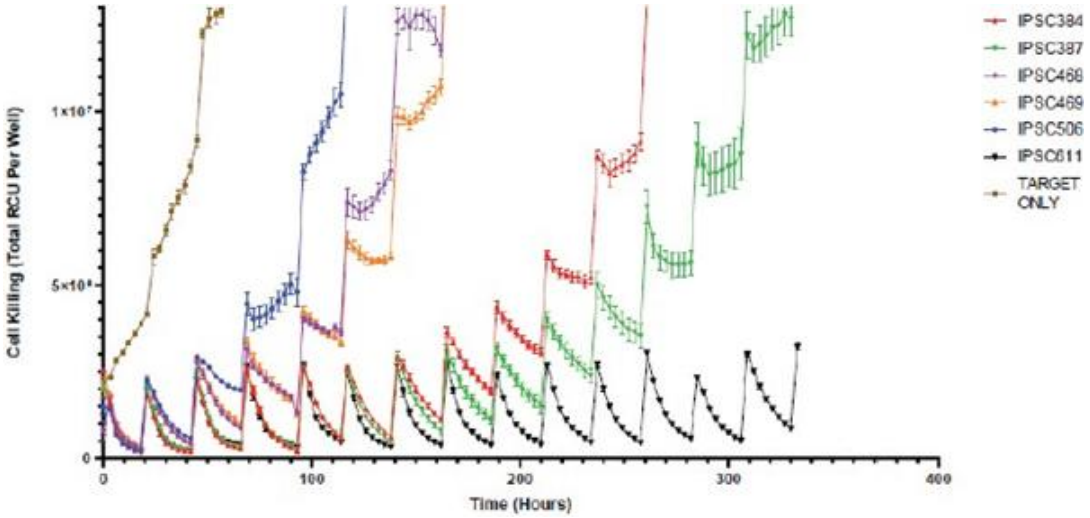


Average iNK cell number as measured by flow cytometry at the conclusion of the 7 day persistence assay. iNK cells were cultured alone or in co-culture with CD19^{+} NALM6 or REH cells at an effector to target ratio of 1:1 in the absence of any exogenous cytokine support for 7 days and then analyzed by flow cytometry. The iNK cell population was defined as live, CD45^{+}, CD56^{+}cells.

Single-cell clones mediate serial killing of lymphoma cells

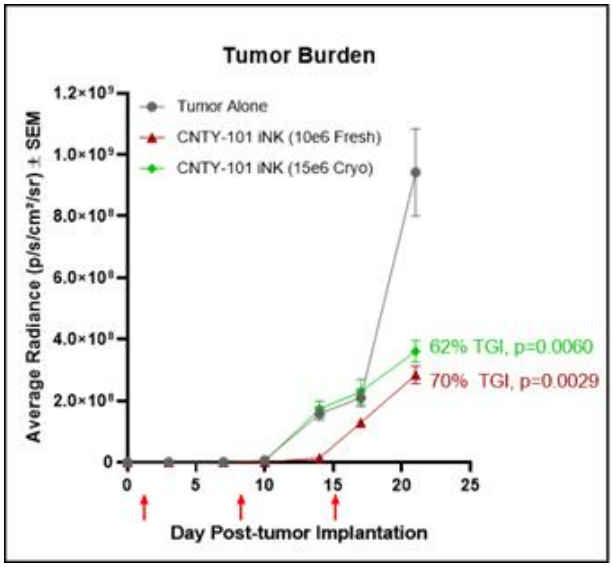
In addition to the persistence demonstrated above, for cell therapies to be effective in eliminating cancer cells, single CAR-T or CAR-NK cells need to be able to engage and kill multiple tumor cells in succession a process commonly described as serial killing. To evaluate the fitness of our CAR-iNK cells, we established a serial killing assay in which iNK cells are put through multiple rounds of killing with fresh tumor cell targets added every 24 hours. This is one of our most relevant *in vitro* assays to characterize and distinguish CAR-iNK cell clones. Our most potent clones sustain serial killing activity for over ten rounds of killing. These clones progressed to *in vivo* studies for characterization of their anti-tumor activity against human lymphoma xenografts. These *in vivo* studies determined the selection of the iPSC clone to generate the CNTY-101 clinical candidate.

Serial killing assay with single-cell iNK clones



To demonstrate the ability of our clonal CAR-iNK cells to kill lymphoma cells over multiple rounds of tumor challenge, NuclightRed labeled Nalm-6 CD19+ lymphoma cells were cocultured with iNK clones at an E:T ratio of 5:1. The plates were imaged every three hours to record the frequency of tumor cells by recording red fluorescence (Red Calibrated Unit, or RCU). Every 24 hours, new tumor cell targets were added to the wells. Differences in repeated killing are apparent with some clones having tumor serial killing for over ten rounds whereas others show loss of tumor control after five rounds of tumor killing.

Assessment of CNTY-101 inhibition of tumor growth *in vivo*

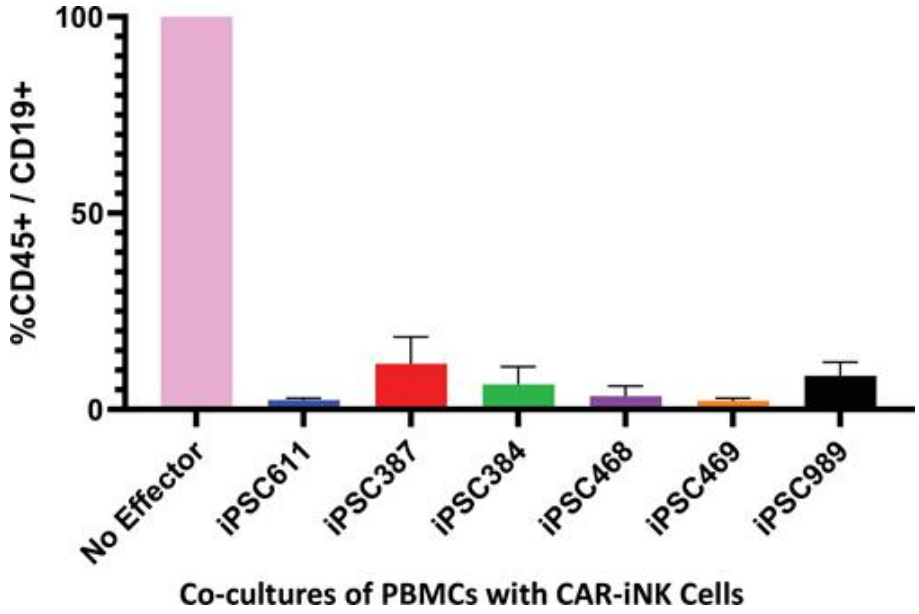


The anti-tumor activity of CNTY-101 was evaluated in vivo using fresh cultured CNTY-101 iNK cells or frozen cells. 1x10 5 luciferase-labeled NALM-6 lymphoma cells were administered IV on day zero. CNTY-101 iNK cells were given IV as fresh (10x10^6 cells) or cryo-preserved cells (15x10^6 cells) on Days 1, 8, and 15. Mice were imaged every 3-4 days using the IVIS SpectrumCT imager. . CNTY-101 mediated significant anti-tumor growth inhibition when administered as fresh or cryo-preserved cells.. .

Single-cell clones eliminate CD19+ B cells

One of the key hallmarks of approved CD19 CAR-T cell therapy is the observation that patients who respond to treatment have B-cell aplasia (loss of B cells). Because normal B-cells express CD19, B-cell aplasia is expected during CD19 CAR-T cell treatment and has been used as a pharmacodynamic indicator of CAR-T cell activity. To determine whether our CD19 CAR-iNK cells eliminate normal B cells, we used B cells from four different allogeneic donors and incubated them with our top candidate iNK single cell clones. After 48 hours in culture, all iNK clones showed robust killing of B cells with complete elimination in most assays. This data indicates that B-cell aplasia should be expected during treatment of lymphoma patients. B-cell aplasia is expected to benefit our Allo-Evasion™ strategy by further reducing the chance of patients mounting a humoral anti-iNK cell antibody response.

Elimination of B Cells in Co-cultures of PBMCs with CAR-iNK Cells Derived from Single-Cell Clones



***Elimination of normal B cells from whole PBMCs by our top candidate iNK single-cell clones**. To evaluate B-cell killing activity in-vitro, CAR-iNK cells derived from six single-cell clones were co-cultured for 48 hours with PBMCs from four healthy donors. The PBMCs were labeled with cell trace violet (CTV) and cocultured with CAR-iNK clones at an effector: Target ratio of 1:1. B-cells were defined as CTV+/CD45+/CD19+ and the reduction in B-cell numbers graphed as a percentage of the total B-cells present in the co-culture conditions compared to the "No Effector" condition for each donor (set at 100%). Samples were run on BD Symphony A3 cytometer and the data is represented as average of the four PBMC donors with error bars representing standard deviation.*

Our planned CNTY-101 clinical development program

We believe the successful development of CNTY-101 will enable us to establish clinical proof of concept for our CAR- iNT cell therapy and Allo-Evasion™ technology. Preclinical and technical IND- enabling studies and manufacturing for CNTY-101 are projected to support an IND filing in mid 2022.

We intend to initiate a first-in-human Phase 1 clinical study in the United States in 2022, in relapsed and refractory CD19 positive large B-cell lymphoma, or RR NHL, patients including dose escalation and expansion portions, designed to evaluate the safety, tolerability, pharmacokinetics, persistence, efficacy, and recommended Phase 2 dose and schedule of CNTY-101. We plan to assess both CD19-naïve and CD19-CAR-T treated patients who have relapsed following at least 2 prior lines of therapy. We will evaluate dose and two dosing schedules, and characterize repeat dosing without subsequent lymphodepletion, subject to FDA review, and its potential impact on safety, persistence, and efficacy. Depending on FDA feedback on our study design, we're expecting to be able to evaluate preliminary safety in several patients approximately six months after study start and preliminary efficacy outcomes approximately nine to twelve months after study start. CNTY-101 will allow for benchmarking, where safety and efficacy outcomes can be compared to the available results for mono-specific CD19 autologous and allogeneic therapies that also utilize the FMC63 binder and CAR.

The primary objective of the Phase 1 clinical study will be to evaluate incidence and nature of dose-limiting toxicities within each dose level cohort and establish the recommended Phase 2 dose. The secondary objectives of the study will include cell pharmacokinetics and persistence, incidence, nature, and severity of adverse events, overall response rate, complete and partial response rates, and duration of response, among other measures. Exploratory measures will include evaluation of immunogenicity, correlation of antigen expression with response, and cytokine profile as a reporter of safety.

We believe CNTY-101 may provide significant treatment advantages including (i) as a result of our ability to repeat dose, the potential to enhance objective response rates, or ORRs, and the duration of response, or DoR; (ii) the potential to treat patients immediately upon diagnosis since product is available off-the-shelf; and (iii) the potential to use milder lymphodepletion regimens by reducing or eliminating the immunogenicity and alloreactivity of the administered cells, potentially providing an improved safety profile. Off the shelf availability of CNTY-101 at any clinical site, and, a potentially improved safety profile enabling outpatient use, could improve patient access. For these reasons, we believe CNTY-101, if approved by the FDA or other applicable regulatory authorities, will address substantial unmet market needs for an off-the-shelf, safe and effective cell therapy offering an improved therapeutic profile.

CNTY-103: Our CAR iNK candidate targeting CD133 + EGFR for recurrent glioblastoma

Disease background

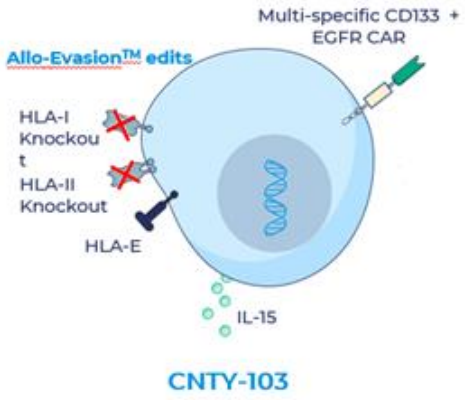
GBM is the most aggressive cancer that originates in the brain and accounts for 15% of all brain cancers. There is no known cure for this form of cancer and as such, GBM represents a significant unmet medical need. Treatment for GBM involves surgery followed by chemotherapy and radiation and is considered only palliative as patient relapse is virtually inevitable. Surgical removal of the tumor mass is often complicated by tumor growth into critical regions or the brain, which cannot be excised surgically. While Avastin® and Gliadel® have been approved for use in the treatment of recurrent GBM, their therapeutic benefit is modest. Duration of survival after diagnosis is generally 12 to 15 months with treatment, 3 months without treatment. Recurrence is virtually inevitable, with short survival times and no effective therapies.

Our therapeutic approach

We are pursuing a novel and differentiated approach to the treatment of recurrent GBM using allogeneic iNK cells. Our initial GBM product candidate, CNTY-103, is a dual-targeted CD133 + EGFR iNK, Allo-Evasion™ technology enabled product, engineered to express IL-15, a safety switch to allow for cell removal and

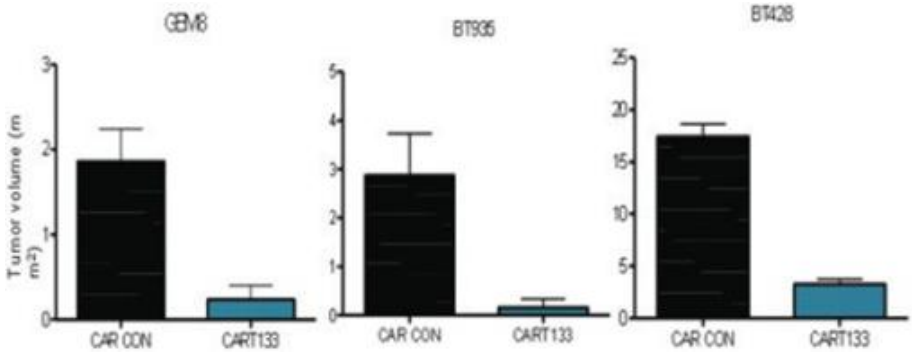
possibly a PET reporter for imaging of the cells after administration to the patients. A dual-target should advantage our treatment strategy, as GBM tumor cells have high target heterogeneity. We believe an iNK cell product will minimize clinical safety risks such as cytokine release syndrome, and our ability to locally administer may minimize systemic toxicity and could eliminate the need for lymphodepletion, allowing older and less fit patients to have access to treatment. CNTY-103 represents our first clinical candidate targeting a solid tumor.

CNTY-103



Through our June 2020 acquisition of the assets of Empirica Therapeutics Inc., or Empirica, we gained access to a broad set of assets to enable the development of novel cell therapies for GBM. This acquisition brought us significant GBM expertise, direct access to tumor tissue from GBM patients, new potential targets for GBM CARs, novel, proprietary preclinical models of GBM, and access to an established laboratory to conduct development activities. These models involve the administration of the human tumor xenografts into mouse brains and delivery of the cell therapy candidates directly to sites in the brain where the tumor cells were implanted. These xenograft GBM models have been used to demonstrate the potential utility of CD133 CAR-T therapy to treat GBM. As seen in the data presented below, the CD133 CAR originally developed by Empirica demonstrates compelling anti-tumor activity against three different GBM tumors that express CD133.

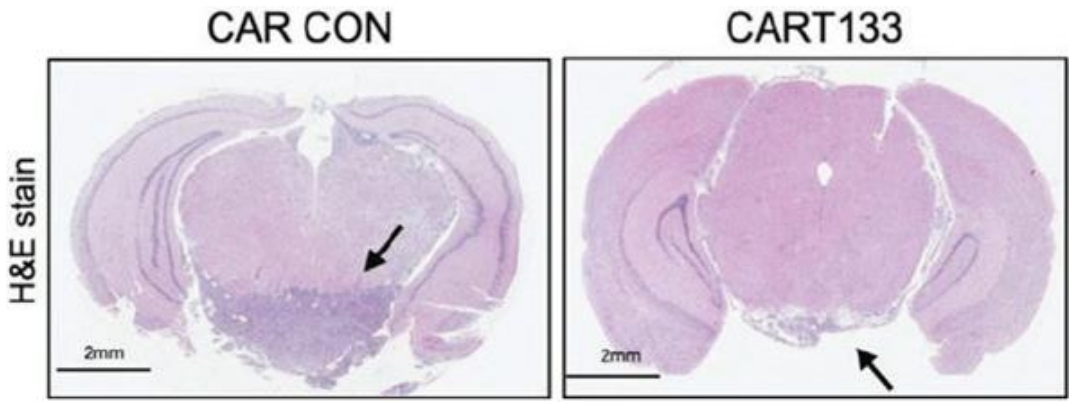
CD133 CAR-T cells display strong *in vivo* anti-tumor activity against GBM xenografts



As is depicted in the cross-sectional images presented below, results achieved in an *in vivo* mouse model provide further evidence of the utility of CD133 as a therapeutic target. Tumor cells were implanted into the

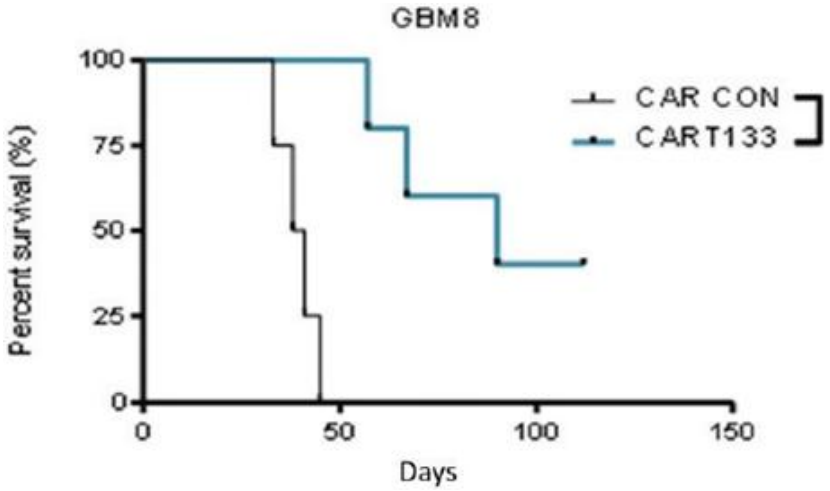
brains of mice and the mice administered either a CAR-control or a CAR targeting CD133. The image on the left, which reflects tumor growth, is representative of mice dosed with the control CAR. Mice treated with the CAR-targeting CD133 through intracranial delivery, shown on the right, displayed significant tumor shrinkage.

CD133 targeted CARs significantly reduced tumor burden in preclinical *in-vivo* studies



Tumor shrinkage leads to increased survival, as outlined in the graph below.

Tumor shrinkage led to improved survival



Mice intracranially treated with CART133 cells have improved survival compared to mice treated with control CART cells (p = 0.0027).

Epidermal growth factor receptor (EGFR) is a well-known oncogene expressed in multiple tumors. Tumors frequently overexpress wild-type and mutant EGFR, including the EGFRvIII variant which is expressed in a fraction of GBM tumors. EGFR gene amplification and overexpression is present in about 40% of GBM and amongst the tumors with amplified EGFR, about 50% express EGFRvIII. We plan to engineer the EGFR-CAR for CNTY-103 to bind both the wild-type and EGFRvIII variant.

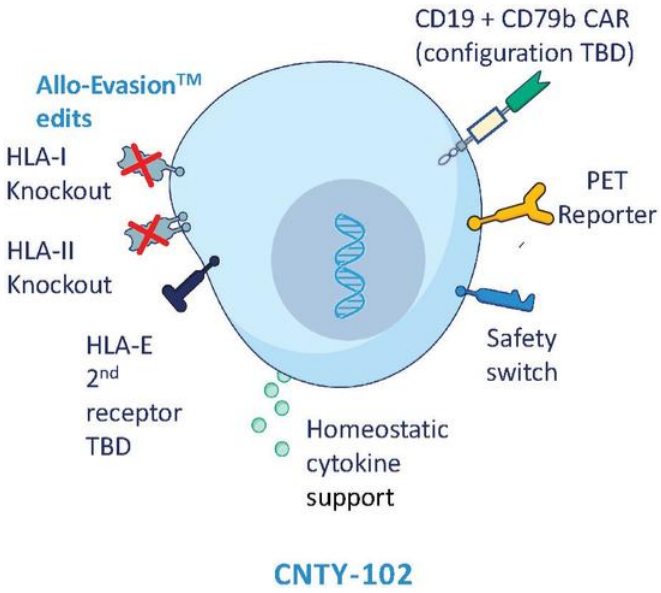
CNTY-103 may also allow for additional therapeutic benefit, taking advantage of the ability to administer the cells directly into the brain and repeat dosing to enhance response durability. Current treatment of GBM commonly utilizes the insertion of a catheter through the cranium directly into the tumor space or brain ventricles. We envision mitigating the challenge of therapeutic delivery across the blood-brain barrier through the use of this intracranial port. We believe that accessing the tumor site using an indwelling catheter may not only facilitate localized trafficking of the therapeutic cells to the tumor and limit the need for lymphodepletion, but also significantly diminish issues related to potential systemic toxicity. In addition, we believe the administration of the CAR-NK cells into the brain eliminates the need to use lymphodepletion, which is not tolerated by older patients or patients with low performance status.

We anticipate filing an IND and/or CTA to begin a Phase 1 clinical trial of CNTY-103 for the treatment of recurrent GBM in 2023. As CNTY-103 is our first solid tumor product candidate, Phase 1 development will include clinical proof of concept. The primary objectives of the Phase 1 study will be safety and tolerability, and we will also assess cell pharmacokinetics and persistence, and GBM efficacy and translational measures, including response rate, tumor volume, minimum residual disease, median progression free survival, and overall survival. Upon positive Phase 1 clinical trial results, we would move to develop through registration for use in recurrent GBM, as well as consider evaluating CNTY-103 further in earlier GBM populations.

CNTY-102: CAR-iT candidate targeting CD19 + CD79b for relapsed, refractory B-cell lymphoma and other B-cell malignancies

Our next-generation product candidate directed to treat B-cell malignancies is CNTY-102, an iPSC-derived Allo-Evasion™ technology enabled, CAR-iT cell therapy designed to simultaneously target two tumor antigens, CD19 and CD79b. CNTY-102 will also be engineered with homeostatic cytokine support, a safety switch to be utilized for cell elimination if required clinically and possibly a PET reporter for imaging of the cells after administration to the patients. Our use of a multi-targeted CAR is intended to increase depth and durability of response by eliminating the effect of CD19 antigen loss that has been observed as a factor limiting durability of CAR-T cell therapies, as well as taking advantage of targeting CD79b, an independently regulated, ubiquitous and validated B-cell target.

CNTY-102



iT cells are expected to have high proliferative capacity, persistence, and trafficking, leading to sustained anti-tumor activity. We will develop this candidate on our γδi iT cell therapy platform. We currently envision filing an IND for CNTY-102 in 2024.

We anticipate preliminary clinical safety, translational (exploratory biomarker) and efficacy data will be emerging from the CNTY-101 Phase 1 trial at the time we plan to file the CNTY-102 IND, which will allow us to refine the CNTY-102 clinical design and allow for an in depth comparison. We intend to evaluate CNTY-102 in a Phase 1 clinical trial in relapsed, refractory aggressive B-cell NHL, chronic lymphocytic leukemia, or CLL, and/or B-cell acute lymphoblastic leukemia, or B-ALL. We will assess safety, tolerability, pharmacokinetics, persistence, and efficacy outcomes, with primary objectives of the Phase 1 to evaluate and compare depth and durability of response, as we believe dual tumor antigen targeting will significantly improve the efficacy profile. Additional Phase 1 objectives include determining the recommended Phase 2 clinical trial dose, schedule, and lymphodepletion conditions.

CNTY-104: Our CAR-iNK or CAR-iT multi-specific collaboration program for the treatment of acute myeloid leukemia

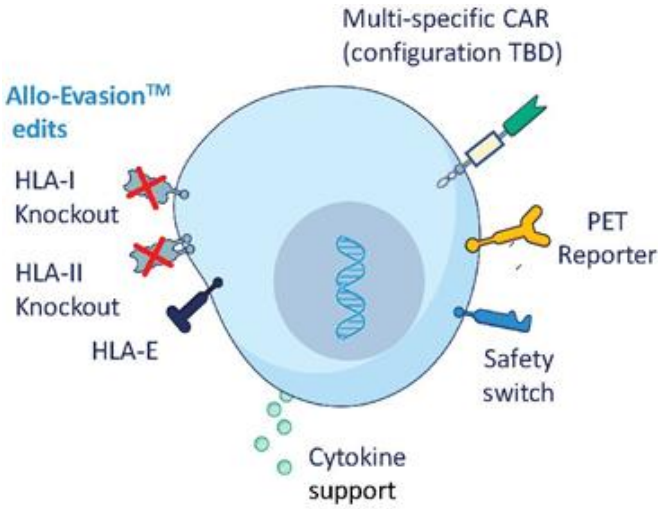
Disease background

AML is the most common form of acute leukemia, with 20,000 patients per year diagnosed in US. AML is an aggressive, heterogeneous hematopoietic malignancy characterized by genetic abnormalities in myeloid stem cells. 5-year overall survival, or OS, among patients with AML aged <60 years is ~ 35%, with 5-year OS among patients >60 years ~ 11%, reflecting a high unmet need to improve survival and quality of life for the majority of patients with AML. First line therapy includes a combination of cytarabine- and anthracycline-based regimens with allogeneic stem cell transplantation for eligible candidates, and recently approved, targeted therapies for specific mutations. Approximately 50% of patients relapse after achieving a complete remission in AML, leading to a poor prognosis. Allogeneic hematopoietic cell transplantation, or Allo-HCT, after achieving a second remission, likely offers the only possible current chance for cure. Despite numerous clinical studies, outcomes are consistently disappointing with 5-year overall survival rates of ~ 10%.

Our therapeutic approach

We are developing a multi-specific CAR-iNK or CAR-iT cell collaboration program to treat relapsed, refractory, and secondary AML in collaboration with Bristol-Myers Squibb. CNTY-104 is a CAR-iNK or CAR-iT collaboration program designed to target at least two tumor- associated antigens of relevance in AML. We are currently investigating multiple tumor targets to select the final candidates for the CNTY-104 collaboration

program. CNTY-104 will include a safety switch and possibly additional modifications including a PET reporter for imaging of the cells after administration to the patients.



CNTY-104

Use of CAR-T cell therapies have been limited to date in myeloid malignancies due to the heterogeneity of AML cells, and, the absence of antigens that are not also expressed on normal hematopoietic stem progenitor cells. Cell therapy approaches targeting these specific antigens have often led to prolonged myeloablation, causing risk of infection and transfusion dependence in patients. As such, we are planning to create a multi-specific CAR-iNK or iT product that allows for controlled dosing and controlled persistence (e.g. enabling resting periods) to enable elimination of AML blasts while mitigating toxicities to the bone marrow. This approach may provide an improvement in treatment efficacy, tolerability, and safety. There may be an advantage to evaluate an iNK cell product, pending characterization of *in vivo* pharmacokinetics and persistence, but we will evaluate both cell platforms to engineer CNTY-104. We currently envision filing an IND for CNTY-104 in 2024.

CNTY-106: Our CAR-iNK or CAR-iT multi-specific collaboration program for the treatment of multiple myeloma

Disease background

Multiple myeloma is the second most common hematological malignancy, accounting for approximately 10 percent of all blood cancers. The five-year survival rate has improved with the introduction of targeted therapies, combination regimens and more recently antibody drug conjugates and cell therapies but remains incurable. An estimated 35,000 new cases are diagnosed in the U.S. annually, with approximately 12,500 deaths. The 5-year survival rate for patients under 45 years of age at diagnosis is approximately 77 percent.

We are developing a multi-specific CAR-iNK or CAR-iT cell product candidate to treat relapsed, refractory multiple myeloma collaboration with Bristol-Myers Squibb. CNTY-106 is a CAR-iNK or CAR-iT collaboration program to target at least two tumor- associated antigens of relevance in multiple myeloma. We anticipate filing an IND for CNTY-106 in 2024.

Discovery platform

In addition to our named programs, we are actively engaged in a number of earlier stage discovery programs where we believe our IPSC-derived allogeneic cell therapy platform may provide differentiated therapeutic benefits. These discovery stage initiatives are focused on several solid tumor indications including bladder cancer and renal cell carcinoma. For these indications we plan to use multi-specific CARs and explore the use of both iNK and iT cells to identify the best cell platform to build the product candidate.

We have initiated multiple VHH antibody campaigns to identify binders to build the CAR constructs for the prioritized tumor indications. These campaigns are at different stages of development and include targets for bladder cancer, targets for renal cell carcinoma and other solid tumors. Our goal is to do side by side comparisons of the different CARs to select the final CAR constructs for the product candidates. We plan to have these CARs ready in 2022 and add them to the common engineered iPSC progenitor. We intend to evaluate the use of engineered macrophages and dendritic cells in the future as potential anti- cancer cell therapies. We believe the function of these immune cells may enable both standalone use as well as their inclusion in potent effector cell cocktails where the complementary engagement of the different immune cells reinforces and enhance overall therapeutic efficacy against different type of tumor malignancies.

Manufacturing

We believe that our iPSC-derived NK cells and T cells afford us a significant opportunity to advance multiplex gene- edited cell therapies that can be produced at substantially lower cost and accessible by a much larger patient population as compared to other donor-derived and autologous cell therapy approaches. To capitalize on these advantages, we believe it is imperative to develop an intimate understanding of the relevant cell types, the processes used to manufacture these cells, and the analytical methods required to accurately and reliably measure critical product attributes. We believe this understanding will enable us to produce safe and efficacious products, implement process and product changes with greater efficiency and accelerate the clinical development of commercializable products. In addition, we intend to develop a significant depth of expertise related to scale manufacturing, which we believe is essential to enable cell expansion, harvest and final container filling, along with cryopreservation, at a significantly reduced per dose cost. We have constructed our manufacturing strategy with the intent of achieving these objectives.

We believe that our relationship with FCDI and its role in the manufacture of our initial product candidates has provided valuable know-how that accelerated development of our proprietary methods to generate functional iPSC- derived iNK cells. We believe that our optimized iPSC differentiation methods are scalable and compatible with efficient manufacturing processes. Our process development group is responsible for overall management of process optimization efforts and we have contracted with FCDI to provide us with process development services on an ongoing basis.

Current activities with FCDI are focused on enhancements to NK cell production. As the protocols for cryopreservation of NK cells are not as well established as the protocols for T cell freezing and storage, we believe that addressing the key determinants of cryopreservation is of particular relevance to the success of our more advanced therapeutic programs. The ability of NK cells to withstand cryopreservation depends not only on the freezing step itself, but on multiple factors in the entire manufacturing process both preceding and following freezing, including the thawing process and post-thaw handling prior to patient administration. As such, all factors involved in the supply chain, from initial cell engineering to patient administration, are being addressed to characterize the impact of cryopreservation on NK cells, especially its impact on yield, activity, stability and consistency. We have invested significant resources to optimize our manufacturing process and continue to iteratively invest in this area. We are also committing additional resources to ensure that adequate infrastructure and expertise is available at clinical sites regarding handling and treatment preparation.

Effective cryopreservation strategies must consider all elements of the supply chain

We intend to source clinical supply of CNTY-101 from FCDI. FCDI currently maintains a cGMP compliant manufacturing facility in Madison, Wisconsin and our audit of the facility confirmed its Phase 1 readiness. We also intend to source clinical trial supply for our other iNK product candidates, and we will have the option to source NK cell therapies to be sold commercially, if approved, from FCDI.

At the same time, we have invested in the construction of our own 53,000 square foot cell therapy manufacturing facility in Branchburg, New Jersey. We completed construction of this facility in early 2022 and are now advancing the fit-out and qualifications of the plant. While we intend to use this facility as the primary manufacturing site for CAR-iT cell therapies, we have designed the facility to be a flexible, multi- product facility, capable of producing any immune cell type, and thereby serving as an alternative manufacturing site for our CAR-iNK cell therapies as well.

We believe the development of in-house manufacturing will enable us to analyze, learn and adapt more rapidly and increase control of development and manufacturing timelines for efficient clinical development of our product candidates. Through this enhanced control and investment in our process and analytical development capabilities, we believe we will gain a deeper understanding of our critical product attributes and better understand the factors that affect product quality. We also intend to develop expertise in scale-up technologies to enable optimal manufacturing scale for our product candidates, which will reduce cost of goods and improve patient access.

Licensing, partnerships and collaborations

Fujifilm Cellular Dynamics, Inc.

We are party to an exclusive license with FCDI, dated September 18, 2018, pursuant to which we have licensed from FCDI certain patents and know-how related to differentiation of iPSC cells into immune-effector cells in the field of cancer immunotherapeutics, or, as amended, the Differentiation License. We are also party to a non-exclusive license with FCDI, also dated September 18, 2018, pursuant to which we have licensed from FCDI certain patents and know-how related to the reprogramming of human somatic cells to iPSCs in the field of cancer immunotherapeutics, or, as amended, the Reprogramming License. On October 21, 2019, we entered into a Master Collaboration Agreement with FCDI pursuant to which we agreed to fund research and development work at FCDI pursuant to a research plan, or, as amended, the FCDI Collaboration Agreement. On March 23, 2021, we entered into a Manufacturing and Supply Agreement with FCDI, or the Manufacturing Agreement, pursuant to which FCDI will provide certain agreed upon technology transfer, process development, analytical testing and cGMP manufacturing services to us. On January 7, 2022, we entered into a letter agreement with FCDI, which amends each of the agreements in relation to our collaboration with Bristol-Myers Squibb.

Differentiation License Agreement

Under the Differentiation License, FCDI granted us an exclusive, fully paid-up, sublicensable, worldwide, excluding Japan, license under certain patent rights and know-how related to human iPSC to exploit cancer immunotherapy products consisting of cells that are or are modifications of NK cells, T cells, dendritic cells and macrophages derived from human iPSC, or FCDI Licensed Products. In return, we granted FCDI an exclusive, fully paid-up, sublicensable license under certain patents and know-how controlled by us to exploit FCDI Licensed Products for any cancer immunotherapy use in Japan or, with respect to any abandoned indication, worldwide, and a non-exclusive license to manufacture the FCDI Licensed Products for any cancer immunotherapy use worldwide until the termination of the Differentiation License. We also granted to FCDI a non-exclusive, sublicensable, worldwide license under certain manufacturing know-how developed by us under the Differentiation License or FCDI Collaboration Agreement for manufacturing and process development activities outside of the field of cancer immunotherapy for cells other than NK cells, T cells, dendritic cells and macrophages derived from human iPSC until the termination of the Differentiation License.

Under the Differentiation License, FCDI has an option, executable once a product candidate meets its primary endpoint(s) in a Phase 2 clinical trial, to exploit FCDI Licensed Products in Japan or, with respect to any abandoned indication, worldwide. If FCDI does not exercise its option, we will have the right to exploit FCDI Licensed Products in Japan, and we and FCDI will amend the Differentiation License as necessary to permit such exploitation. In consideration for the Differentiation License, Prior Century issued 2,980,803 shares of common stock to FCDI, which were exchanged for 2,980,803 shares of common stock in connection with the Reorganization.

The Differentiation License expires upon the expiration of the last-to-expire patent licensed thereunder, which is currently expected to expire in 2036. Either party may terminate the Differentiation License upon the other party's breach of any material obligation, subject to a 60-day notice and cure period, or in the event of the other party's bankruptcy, if not dispensed or otherwise disposed within 60 days. We may terminate the Differentiation License in its entirety or on an indication-by-indication basis, a product-by-product basis or country-by-country basis, for convenience upon 90 days' written notice. In addition, FCDI may terminate the Differentiation License if we fail to achieve certain development milestones within four years of successful completion of the first proof of concept clinical trial for an FCDI Licensed Product in the United States or European Union, subject to an additional extension of up to one year in limited circumstances. FCDI may also terminate the Differentiation License upon written notice in the event of termination of Reprogramming License.

The Differentiation License also contains customary representations and warranties, confidentiality, insurance and indemnification provisions.

Reprogramming License Agreement

Under the Reprogramming License, FCDI granted us a non-exclusive, worldwide, excluding Japan, license under certain patent rights and know-how related to cell reprogramming of human cells to iPSCs to exploit FCDI Licensed Products within the field of cancer immunotherapeutic. Included within the rights granted to us under such license are rights sublicensed to us under certain patents owned by the Wisconsin Alumni Research Foundation, or WARF, relating to the "Thompson Factors" for reprogramming human cells to iPSCs, pursuant to a license agreement between FCDI and WARF, or the WARF License. In return, we granted FCDI a non-exclusive, fully paid up, sublicensable license to manufacture or practice developments made by us in Japan and to practice developments made by us to manufacture FCDI Licensed Products worldwide until the termination of the Reprogramming License. We also granted to FCDI a non-exclusive, sublicensable, worldwide license under certain developments made by us under the Reprogramming License to make, have made, use, have used, research and develop iPSCs for activities outside of the field of cancer immunotherapy, so long as such rights are not used in conjunction with any other technology to differentiate iPSCs into NK cells, T cells, macrophages, or dendritic cells.

Under the Reprogramming License, we agreed to pay FCDI low single-digit percentage royalty payments on net sales of FCDI Licensed Products, as required by the WARF License, until the expiration of the last-to-expire patent licensed thereunder. We also agreed to pay certain milestone payments to FCDI as required by the WARF License upon the achievement of certain development and commercial milestones up to an aggregate of $6 million per FCDI Licensed Product.

The Reprogramming License expires upon the expiration of the last-to-expire patent licensed thereunder, which is currently expected to expire in 2034. Either party may terminate the Reprogramming License upon the other party's breach of a material obligation, subject to a 60-day notice and cure period, or in the event of the other party's bankruptcy, if not dispensed or otherwise disposed within 60 days. We may terminate the Reprogramming License for convenience upon 90 days' notice in its entirety or on a product-by-product or country-by-country basis. FCDI may terminate the Reprogramming License if we fail to achieve certain development milestones within four years of successful completion of the first proof of concept clinical trial for an FCDI Licensed Product in the United States or European Union, subject to an additional extension of up to one year in limited circumstances. FCDI may also terminate the Reprogramming License upon written notice in the event of termination of the Differentiation License.

The Reprogramming License also contains customary representations and warranties, confidentiality, insurance and indemnification provisions.

FCDI Collaboration Agreement

Under the FCDI Collaboration Agreement, we established a collaborative relationship under which FCDI agreed to render certain services to us for the development and manufacture iPSC-derived cells in accordance with a research plan and approved budget funded by us. For the first three years of the term of the FCDI Collaboration Agreement, we agreed to pay FCDI a minimum of $2.5 million per year. Under the FCDI Collaboration Agreement, with certain exceptions, we have ownership rights to the deliverables made under the collaboration, including any intellectual property rights therein. Such exceptions include, among other things, deliverables that are cells obtained or created by changing the state of a cell to a state of pluripotency using methods or materials covered by the licensed patents, or Reprogrammed iPS Cells, or any compositions or materials derived from the use of Reprogrammed iPS Cells, produced by the use of Reprogrammed iPS Cells or which incorporate wholly or partially Reprogrammed iPS Cells, which, in each case, will be owned by FCDI, unless directly or indirectly derived from or made from the cell lines selected by us pursuant to the terms of the FCDI Collaboration Agreement.

The FCDI Collaboration Agreement expires upon the termination of the Reprogramming License. Either party may terminate the FCDI Collaboration Agreement upon the other party's material breach, subject to a 30-day notice and cure period. We may terminate the FCDI Collaboration Agreement for convenience after October 1, 2021 by providing FCDI 60-days' written notice.

The FCDI Collaboration Agreement also contains customary representations and warranties, confidentiality and indemnification provisions.

Letter Agreement

Under the letter agreement, which amends certain terms of each of the FCDI Agreements, including such amendments that (i) amend the definition of Territory under each of the FCDI Agreements, for purposes of the sublicenses under the FCDI Agreements pursuant to the Company's Research Collaboration and License Agreement with Bristol-Myers Squibb dated January 7, 2022, or the Collaboration Agreement, includes Japan, (ii) amends the licenses granted to the Company and its affiliates under the FCDI Agreements such that the rights are sublicensable to Bristol-Myers Squibb, including with respect to Japan and (iii) the intellectual property developed under the Bristol-Myers Squibb collaboration is not subject to grant-back and option provisions under the Reprogramming License (iv) waives any right of FCDI to manufacture products developed under the Collaboration Agreement.

Pursuant to the Letter Agreement, and in consideration for amending the FCDI Agreements, the Company will pay to FCDI (i) an upfront payment of $10 million, (ii) a percentage of any milestone payments received by the Company under the Collaboration Agreement in respect of achievement of development or regulatory milestones specific to Japan, and (iii) a percentage of all royalties received by the Company under the Collaboration Agreement in respect of sales of products in Japan.

Manufacturing Agreement

Under the Manufacturing Agreement, FCDI will perform certain agreed upon technology transfer, process development, analytical testing, and cGMP manufacturing services for us with respect to clinical supply of our product candidates as agreed to in future work orders. The Manufacturing Agreement contains certain exclusivity provisions, which remain effective until the fifth anniversary of the Manufacturing Agreement, including that FCDI will be our exclusive clinical supplier for the first NK cell product candidate for which we submit an IND and that FCDI will have the option to be our exclusive clinical supplier for certain of our next three or four product candidates for which we may submit an IND, depending on whether they are NK cell product candidates or T cell product candidates. Subject to certain conditions, FCDI may also have the right to be the exclusive clinical supplier for the first product candidate for which we submit an IND after the fifth anniversary of the Manufacturing Agreement.

Either party may terminate the Manufacturing Agreement upon the other party's material breach, subject to a 30-day notice and cure period, or in the event that the activities to be performed under the Manufacturing Agreement are unable to be performed for scientific or technical reasons and the parties are unable to resolve such issue within 60 days. We may terminate the Manufacturing Agreement for convenience after March 23, 2026 by providing FCDI 60-days' written notice.

Bayer HealthCare LLC

Option Agreement

In June 2019, we entered into an option agreement with Bayer, or the Option Agreement, which was subsequently amended and restated in February 2021, pursuant to which Bayer was granted certain bidding rights relating to the potential transfer of rights with respect to certain product candidates being researched and developed by us which are comprised of allogeneic iPSC-derived natural killer cells, macrophages or dendritic cells, which we refer to as the Research Products. For clarity, T cell programs are excluded from the Bayer Option Agreement Research Products. Under the Option Agreement, Bayer was granted a right of first refusal, or ROFR, to submit bids for the transfer or license of rights to research, develop and/or commercialize certain Research Products, which we refer to as the Research Product Rights. The Research Products include CNTY-101, CNTY-103 and any other product candidate comprised of iNK cells that we develop in the future. Bayer's ROFR is only exercisable with respect to up to four Research Products and the right terminates upon our tenth IND submission. Subject to certain exceptions, Bayer may only exercise these option rights in a non-sequential and alternating manner, and such rights are subject to additional limitations.

In the event that Bayer exercises its ROFR right, we will provide Bayer with our current, minimum offer terms with respect to the relevant Research Product Rights, or the Minimum Offer Terms, as determined by our Board (excluding any director appointed by Bayer), which will include (i) the minimum upfront cash proceeds to be received by us for the Research Product Rights and (ii) any other applicable licensing and financial terms. If Bayer's bid does not meet the Minimum Offer Terms, Bayer's ROFR rights with respect to that Research Product terminate except that Bayer will retain topping rights for future third party bids for that Research Product. If Bayer's bid meets the Minimum Offer Terms, we can accept the bid or seek a third party valuation to determine the fair market value of the Research Product Rights and Bayer will have the opportunity to match the third party valuation. If Bayer does not match the third party valuation, Bayer's rights with respect to that Research Product terminate except that Bayer will retain topping rights for future third party bids for that Research Product that are less than the third party valuation. The Option Agreement also contains provisions regarding our receipt of an unsolicited bid for certain Research Product Rights prior to an

IND submission for a Research Product under which Bayer will have the option to submit a competing bid or relinquish its rights with respect to the transfer of the applicable Research Product in connection with the unsolicited bid.

The Option Agreement terminates upon the earlier of (i) Bayer and its affiliates ceasing to hold any of our capital stock or (ii) a change of control of us, as defined therein. The Option Agreement also contains customary representations and warranties and confidentiality provisions.

Bristol-Myers Squibb

On January 7, 2022, we entered into the Collaboration Agreement with Bristol-Myers Squibb to collaborate on the research, development and commercialization of iNK and iT cell programs for hematologic malignancies and solid tumors (each a “Collaboration Program,” and each product candidate developed within such Collaboration Program, a “Development Candidate”).

Pursuant to the Collaboration Agreement, we and Bristol-Myers Squibb will initially collaborate on two Collaboration Programs and Bristol-Myers Squibb has the option to add up to two additional Collaboration Programs, for an additional fee. The initial two Collaboration Programs are focused on AML and multiple myeloma, respectively. The two additional Collaboration Programs that Bristol-Myers Squibb may elect to add to the collaboration will focus on targets chosen from a set of reserved targets or other targets selected by Bristol-Myers Squibb, which can be nominated subject to certain conditions agreed with us and outlined in the Collaboration Agreement.

Under the Collaboration Agreement, we will be responsible for generating Development Candidates for each Collaboration Program with a goal of producing Development Candidates that meet pre-specified criteria. Bristol-Myers Squibb has the option, exercisable for a specified period of time after the Development Candidate for each Collaboration Program is deemed to meet the applicable criteria, to elect to exclusively license the Development Candidates created in each Collaboration Program for pre-clinical development, clinical development and commercialization on a worldwide basis (each a “License Option”). Following Bristol-Myers Squibb’s exercise of the License Option with respect to a Collaboration Program, we will be responsible for performingIND-enabling studies, supporting Bristol-Myers Squibb’s preparation and submission of an IND and manufacturing of clinical supplies until completion of a proof of concept clinical trial for the relevant Development Candidates, in each case at pre-agreed rates. Bristol-Myers Squibb will be responsible for all regulatory, clinical, manufacturing (after the proof of concept clinical trial) and commercialization activities for such Development Candidates worldwide.

We have the option to co-promote with Bristol-Myers Squibb Development Candidates generated from the initial AML Collaboration Program and, if Bristol-Myers Squibb elects to expand to a fourth Collaboration Program, Development Candidates generated from the fourth Collaboration Program.

Under the terms of the Collaboration Agreement, Bristol-Myers Squibb made a non-refundable, upfront cash payment of $100 million and will pay an exercise fee upon the exercise of the License Option with respect to a Collaboration Program (each such Collaboration Program, a “Licensed Program” and product candidates developed under a Licensed Program, “Licensed Products”). With respect to each Licensed Program, Bristol-Myers Squibb will pay up to $235 million in milestone payments upon the first achievement of certain development and regulatory milestones within such Licensed Program. In addition, Bristol-Myers Squibb will pay up to $500 million per Licensed Product in net sales-based milestone payments.

Bristol-Myers Squibb will also pay us tiered royalties per Licensed Product as a percentage of net sales in the high-single digits to low-teens, subject to reduction for biosimilar competition, compulsory licensing and certain third party licenses costs. If we exercise our co-promote option, such royalty percentage will be increased to low-teens to high-teens in respect of the sales of the co-promoted Licensed Products in the United States. The royalty term shall terminate on a Licensed Product-by-Licensed Product and country-by-country basis on the latest of (i) the twelve (12) year anniversary of the first commercial sale of such Licensed

Product in such country, (ii) the expiration of any regulatory exclusivity period that covers such Licensed Product in such country, and (iii) the expiration of the last-to-expire licensed patent of the Company or a jointly owned patent that covers such the Licensed Product in such country. After expiration of the applicable royalty term for a Licensed Product in a country, all licenses granted by the Company to Bristol-Myers Squibb for such Licensed Product in such country will be fully paid-up, royalty-free, perpetual and irrevocable.

In connection with the Collaboration Agreement, we and Bristol-Myers Squibb entered into a Securities Purchase Agreement, or the Purchase Agreement, on January 7, 2022, whereby we issued and sold and Bristol-Myers Squibb purchased 2,160,760 shares of the our common stock at a price per share of $23.14, for an aggregate purchase price of $50 million.

iCELL Inc.

On March 20, 2020, we entered into an exclusive sublicense, or the iCELL Sublicense, with iCELL Inc., or iCELL, for certain patents related to an immune function reconstruction method using multipotent stem cells and the method for producing antigen specific T-cells, in each case, to research, develop and commercialize products in the United States, France, Germany, Italy, Liechtenstein, the Netherlands, Switzerland and the UK and any other countries where valid claims exist. Additionally, we received a non-exclusive license to such rights in Japan. The rights sublicensed to us under the iCELL Sublicense were licensed to iCELL by the University of Tokyo, or UTokyo, pursuant to an exclusive license agreement, or the UTokyo License. iCELL reserved for itself and for UTokyo an irrevocable, nonexclusive, royalty-free license to make and use certain non-public information for their own internal educational and research activities.

The initial term of the sublicense expires on the later of (i) March 31, 2027, or (ii) the expiration of the last-to-expire valid claim covering a licensed product, which is currently expected to expire in 2033. iCELL may terminate the agreement with 30 days' notice if we have failed to make a payment within 60 days of such payment becoming due and we do not cure such breach within 30 days of written notice. We may terminate the agreement upon 90 days' written notice if any third party brings a claim against us related to the licensed patents or technology and such claim is not settled within 90 days.

Pursuant to the iCELL Sublicense, we paid an upfront license issue fee in the low six-figures and we agreed to make low single-digit percentage royalty payments until the last-to-expire valid claim under the licensed patents to iCELL on certain net sales amounts of the products developed under the iCELL Sublicense, as well as commercial milestone payments on a country-by-country basis based on certain net sales amounts related to products developed under the iCELL Sublicense in the aggregate of $70 million. We also agreed to make certain milestone payments to iCELL upon the achievement of certain developmental and regulatory milestones in the aggregate of $4.25 million. Upon the termination of the UTokyo License, iCELL will use good faith efforts to assist us in exercising any rights available to us under the UTokyo License to become a direct licensee of UTokyo. The iCELL Sublicense also contains customary representation and warranties, confidentiality, insurance, audit, indemnification and miscellaneous provisions.

University of Toronto and McMaster University

On June 9, 2020, we entered into an asset purchase agreement by and among Empirica, our wholly-owned subsidiary Century Therapeutics Canada ULC, or Century Canada and us pursuant to which we purchased certain assets of Empirica, including a license agreement, or the Empirica License, dated January 22, 2019, by and among the Governing Council of the University of Toronto, or the Council, the McMaster University, or, together with the Council, the Toronto Universities, and Empirica. Under the Empirica License, we received an exclusive, non- transferable, sublicensable, worldwide license under certain patents and antibody sequences and related intellectual property rights and know-how to, among other things, reproduce, manufacture and commercialize certain CD-133 related antibody and antibody sequence-derived technology, including but not limited to BiTE and bi-Specific or engineered T-Cells, including but not limited to CAR-Ts. The Toronto Universities reserve a royalty- free, non-exclusive, perpetual, irrevocable license to use such technology for non-commercial research, educational and administrative purposes.

The Empirica License expires upon the expiration of the last-to-expire valid claim covering the antibody and antibody-derived technology licensed under the agreement, which, if issued, is expected to expire in 2037. The Toronto Universities may immediately terminate the agreement upon certain insolvency events or upon our material breach with 30 days' prior written notice and cure period. We may terminate the agreement for convenience upon 30 days' written notice.

Pursuant to the Empirica License, we are required to make aggregate milestone payments of $18 million to the Toronto Universities upon the achievement of regulatory approval for certain products developed pursuant to the Empirica License in the United States, European Union and Japan until the expiration of the last-to-expire valid claim covering the antibody and antibody-derived technology licensed under the agreement. We are also required to make royalty payments to the Toronto Universities in an amount equal to a low single-digit percentage of annual net sales of any product commercialized utilizing technology licensed under the Empirica License. We are also required to pay the Toronto Institutions 50% of all non-royalty payments from sublicenses up to certain maximum amounts and 50% of royalty payments from sublicenses up to a maximum low single-digit percentage. The Empirica License contains customary representations and warranties, confidentiality, insurance, audit and indemnification provisions.

Inscripta

In January 2019, we entered into a non-exclusive license agreement with Inscripta, Inc. Under the license agreement, we obtained a non-exclusive, worldwide, royalty-free, irrevocable license to a patent portfolio covering the composition, production and use of CRISPR-MAD7, a novel gene-editing CRISPR endonuclease from the Eubacterium rectale genome. The license agreement does not contain any payment terms; thus no payments have been made, or will be made, to Inscripta under the license agreement. The licensed intellectual property includes two issued U.S. patents and any pending applications claiming priority therefrom. Our license covers the use of CRISPR-MAD7 to perform research and development in both academic and commercial setting and use of MAD7 to perform commercial services, provided that such use may not include the (i) sale or resale of MAD7, including as part of a therapeutic product, (ii) continued use of MAD7 in a commercial manufacturing process or (iii) use of MAD7 in the editing of human embryos. Such license will expire upon the expiration of the last valid claim under the licensed patents, which is currently expected to expire in 2037. These licensed issued patents and any licensed patents that may issue from these pending patent applications will expire in 2037, without giving effect to any patent term adjustment or extension.

Intellectual property

Intellectual property is of vital importance in our field and in biotechnology generally. We seek to protect and enhance our intellectual property, proprietary technology, inventions, and improvements that are commercially important to the development of our business by seeking, maintaining, enforcing and defending patent rights, whether developed internally or licensed from third parties.

We do not own any issued patents covering our product candidates, platforms or technology and our patent portfolio is currently comprised only of patent applications. We have filed patent applications related to our product candidates CNTY-101, and CNTY-105, but have not yet filed any patent applications on our other product candidates. We have also filed provisional patent applications relating to our T-cell platform related to compositions and methods for generating alpha-beta and gamma delta T-cells from iPSCs. Additionally, we have filed a provisional application on gene transfer vectors and methods of engineering iPSCs. We have sought patent protection in the United States related to our CNTY-101 product candidate, as well as other iPSC-derived engineered CAR cells comprising certain transgene insertions and deletions, including our proprietary Allo-Evasion™ technology. This portfolio covers compositions of programmed cellular immunotherapies, our proprietary Allo-Evasion™ technology and our platform for industrial scale iPSC engineering and differentiation. The portfolio also includes technology for a universal CAR cell platform and a novel safety switch. With regard to such United States provisional patent applications, if we do not timely file any non- provisional patent applications, we may lose our priority date with respect to our provisional patent

applications and any patent protection on the inventions disclosed in our provisional patent applications. Such applications may not result in issued patents and, even if patents do issue, such patents may not be in a form that will provide us with meaningful protection for our product candidates. We also rely on trade secrets that may be important to the development of our business, but which may be difficult to protect and provide us with only limited protection.

We expect to file additional patent applications in support of current and new clinical candidates as well as new platform and core technologies. Our commercial success will depend in part on obtaining, maintaining, protecting and enforcing patent protection and trade secret protection of our current and future product candidates and the methods used to develop and manufacture them, as well as successfully defending such patents against third-party challenges and operating without infringing, violating or misappropriating the intellectual property or proprietary rights of others. Our ability to stop unauthorized third parties from making, using, selling, offering to sell or importing our products depends on the extent to which we have rights under valid and enforceable patents or trade secrets that cover these activities. We cannot be sure that patents will be granted with respect to any of our pending patent applications or with respect to any patent applications filed by us in the future, nor can we be sure that any patents that may be granted to us in the future will be commercially useful in protecting our product candidates, discovery programs and processes. For this and more comprehensive risks related to our intellectual property, please see “Risk factors—Risks related to our intellectual property.”

The term of individual patents depends upon the legal term of the patents in the countries in which they are obtained. In most countries in which we file, including the United States, the patent term is generally 20 years from the earliest date of filing a non-provisional or Patent Cooperation Treaty, or PCT patent application. In the United States, a patent’s term may be lengthened by patent term adjustment, which compensates a patentee for administrative delays by the USPTO in examining and granting a patent, or may be shortened if a patent is terminally disclaimed over an earlier filed patent. In the United States, the patent term of a patent that covers an FDA-approved drug may also be eligible for patent term extension, which permits patent term restoration as compensation for the patent term lost during the FDA regulatory review process. The Drug Price Competition and Patent Term Restoration Act, or the Hatch-Waxman Act, permits a patent term extension of up to five years beyond the expiration of the patent. The length of the patent term extension is related to the length of time the drug is under regulatory review. Patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent applicable to an approved drug may be extended and only those claims covering the approved drug, a method for using it, or a method for manufacturing it may be extended. Similar provisions are available in Europe and other foreign jurisdictions to extend the term of a patent that covers an approved drug. In the future, if and when our products receive FDA approval, we expect to apply for patent term extensions on patents covering those products. We plan to seek patent term extensions to any issued patents we may obtain in any jurisdiction where such patent term extensions are available, however there is no guarantee that the applicable authorities, including the FDA in the United States, will agree with our assessment of whether such extensions should be granted, and if granted, the length of such extensions. For more information regarding the risks related to our intellectual property, see “Risk factors—Risks related to our intellectual property.”

In some instances, we submit patent applications directly with the USPTO as provisional patent applications. Corresponding non-provisional patent applications must be filed not later than 12 months after the provisional application filing date to claim priority to the provisional application filing date. With regard to such United States provisional patent applications, if we do not timely file any non-provisional patent applications, we may lose our priority date with respect to our provisional patent applications and any patent protection on the inventions disclosed in our provisional patent applications. While we intend to timely file non-provisional patent applications relating to our provisional patent applications, we cannot predict whether any such patent applications will result in the issuance of patents that provide us with any competitive advantage.

We will file U.S. non-provisional applications and PCT applications that claim the benefit of the priority date of earlier filed provisional applications, when applicable. The PCT system allows a single application to be filed

within 12 months of the original priority date of the patent application, and to designate all of the PCT member states in which national patent applications can later be pursued based on the international patent application filed under the PCT. The PCT searching authority performs a patentability search and issues a non-binding patentability opinion for some or all of the claims filed in the application, which can be used to evaluate the chances of success for the national applications in foreign countries prior to having to incur the filing fees. Although a PCT application does not issue as a patent, it allows the applicant to seek protection in any of the member states through national- phase applications. At the end of the period of two and a half years from the earliest priority date of the PCT application, separate patent applications can be pursued in any of the PCT member states either by direct national filing or, in some cases by filing through a regional patent organization, such as the European Patent Office. The PCT system delays expenses, allows a limited evaluation of the chances of success for national/regional patent applications and enables substantial savings where applications are abandoned within the first two and a half years of filing.

For all patent applications, we determine claiming strategy on a case-by-case basis. We seek to file patents containing claims for protection of all useful applications of our proprietary technologies and any product candidates, as well as all new applications and/or uses we discover for existing technologies and product candidates, assuming these are strategically valuable. We continuously reassess the number and type of patent applications, as well as the pending and issued patent claims to pursue maximum coverage and value for our processes, and compositions, given existing patent office rules and regulations. Further, claims may be modified during patent prosecution to meet our intellectual property and business needs.

We recognize that the ability to obtain patent protection and the degree of such protection depends on a number of factors, including the extent of the prior art, the novelty and non-obviousness of the invention, and the ability to satisfy the enablement requirement of the patent laws. In addition, the coverage claimed in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted or further altered even after patent issuance. Consequently, we may not obtain or maintain adequate patent protection for any of our product candidates, platform or technology. We cannot predict whether the patent applications we are currently pursuing will issue as patents in any particular jurisdiction or whether the claims of any issued patents will provide sufficient proprietary protection from competitors. In addition, any patents that we hold may be challenged, circumvented or invalidated by third parties.

The patent positions of biotechnology companies like ours are generally uncertain and involve complex legal, scientific and factual questions. Our commercial success will also depend in part on not infringing, violating or misappropriating the intellectual property or proprietary rights of third parties. Third-party patents could require us to alter our development or commercial strategies, or our product candidates or processes, obtain licenses, which may not be available on commercially reasonable terms, or at all, or cease certain activities. If third parties prepare and file patent applications in the United States that also claim technology to which we have rights, we may have to participate in interference or derivation proceedings in the USPTO to determine priority of invention. Further, our breach of any license agreements or our failure to obtain a license to proprietary rights required to develop or commercialize our product candidates may have a material adverse impact on us. For more information, see “Risk Factors—Risks Related to Intellectual Property.”

In addition to patent protection, we also rely on trade secrets, know-how, other proprietary information and/or continuing technological innovation to develop and maintain our competitive position. We seek to protect and maintain the confidentiality of proprietary information to protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection. Although we take steps to protect our proprietary information and trade secrets, including through contractual means with our employees and consultants, third parties may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets or disclose our technology. Thus, we may not be able to meaningfully protect our trade secrets. It is our policy to require our employees, consultants, outside scientific collaborators, sponsored researchers and other advisors to execute confidentiality agreements upon the commencement of employment or consulting relationships with us. These agreements provide that all confidential information concerning our business or financial affairs developed or made known to the individual during the course of the individual’s relationship with us is to be kept confidential and not disclosed

to third parties except in specific circumstances. Our agreements with employees also provide that all inventions conceived by the employee in the course of employment with us or from the employee's use of our confidential information are our exclusive property. However, such confidentiality agreements and invention assignment agreements can be breached and we may not have adequate remedies for any such breach. In addition, our trade secrets may otherwise become known or be independently discovered by competitors. To the extent that our consultants, contractors or collaborators use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting trade secrets, know-how and inventions. For more information regarding the risks related to our intellectual property, see "Risk factors—Risks related to our intellectual property."

Intellectual property relating to iPSC technology

We have licensed from FCDI a portfolio of six patent families including issued patents and pending applications broadly applicable to the reprogramming of somatic cells. Our license is non-exclusive within the field of cancer immunotherapeutics in the worldwide territory outside of Japan. This portfolio covers various aspects of the generation of human iPSCs from somatic cells and, as of May 31, 2021, includes 12 issued U.S. patents claiming methods and compositions used in the reprogramming of human somatic cells to iPSCs. Specifically, the portfolio includes patents with claims for producing human iPSCs from hematopoietic progenitor cells using episomal genetic vectors and includes claims for doing the reprogramming under feeder free conditions. The portfolio also includes a composition of matter patent issued in the United States covering an Epstein-Barr Virus, or EBV, reprogramming vector containing genes for certain reprogramming factors. These issued patents and any patents that may issue from these pending patent applications will expire on dates ranging from 2029 to 2034, without giving effect to any patent term adjustment or extension.

Included within the license is a sublicense under certain patents, which are directed to compositions and methods of using and making iPSCs, owned by WARF relating to the so-called "Thompson Factors" for reprogramming human cells to iPSCs, The issued United States patents in this portfolio will expire on dates ranging from 2028 to 2029, without giving effect to any patent term adjustment or extension.

Given that the rights granted to us under these patents are non-exclusive, third parties may obtain licenses to these patents and related technology to compete with us. For more information, see "Risk Factors—Risks related to commercialization of our product candidates—We face significant competition, and if our competitors develop product candidates more rapidly than we do or their product candidates are more effective, our ability to develop and successfully commercialize products may be adversely affected."

Intellectual property relating to genetic engineering

In January 2019, we entered into a non-exclusive license agreement with Inscripta, Inc. Under the license agreement, we obtained a non-exclusive, royalty-free, irrevocable license to a patent portfolio covering the composition, production and use of CRISPR-MAD7, a novel gene-editing CRISPR endonuclease from the Eubacterium rectale genome. The intellectual property includes two issued U.S. patents and any pending applications claiming priority therefrom. Our license covers the making and using of CRISPR-MAD7 for editing iPSCs, making master engineered iPSC lines and using master engineered iPSC lines to manufacture human therapeutic products. These issued patents and any patents that may issue from these pending patent applications will expire in 2037, without giving effect to any patent term adjustment or extension.

Given that the rights granted to us under these patents are non-exclusive, third parties may obtain licenses to these patents and related technology to compete with us. For more information, see "Risk Factors—Risks related to commercialization of our product candidates—We face significant competition, and if our competitors develop product candidates more rapidly than we do or their product candidates are more effective, our ability to develop and successfully commercialize products may be adversely affected."

Intellectual property relating to the differentiation of hematopoietic cells

We have licensed from FCDI a portfolio of six patent families regarding methods of differentiating iPSC cells including issued patents and pending patent applications broadly applicable to the differentiation of iPSC cells, the last of which is currently expected to expire in 2036. Our license is exclusive to exploit cancer immunotherapeutic products consisting of cells that are or are modifications of NK cells, T cells, dendritic cells and macrophages derived from human iPSCs. This portfolio covers various aspects of the generation of hematopoietic precursor and immune effector cells from iPSCs and, as of May 31, 2021, includes five issued U.S. patents claiming methods for the differentiation of human iPSCs to hematopoietic precursor cells and further differentiation into immune effector cells. Specifically, the portfolio includes patents with claims for producing hematopoietic precursor cells from iPSCs using a multi-step process involving certain defined media. These issued patents and any patents that may issue from these pending patent applications will expire on dates ranging from 2030 to 2036, without giving effect to any patent term adjustment or extension.

Intellectual property relating to engineered iPSCs and derivative cells

Currently, we own ten pending provisional patent applications covering our engineered iPSC cells, cell differentiation technology, compositions of engineered cellular immunotherapies, and gene transfer vectors and methods of engineering iPSC cells. The portfolio includes composition of matter claims covering our CNTY-101 product, as well as other iPSC-derived engineered CAR cells comprising certain transgene insertions and deletions, including our proprietary Allo-Evasion™ technology. One of our provisional patent applications includes claims directed to a universal CAR cell platform. We have also filed provisional patent applications relating to our T-cell platform related to compositions and methods for generating alpha-beta and gamma delta T cells from iPSCs. We have also filed provisional patent applications related to our CNTY-105 product and to a novel safety switch. Any U.S. patents that may issue from such pending provisional patent applications would expire in from 2040-2042, without giving effect to any patent term adjustment or extension.

Intellectual property relating to engineered T cells

We have exclusively sublicensed from iCELL two families of patents owned by the University of Tokyo relating to immune function reconstruction method using multipotent stem cells and method for producing antigen-specific T cells. The portfolio includes two issued U.S. patents claiming methods for the production of T cells having antigen specificity from iPSC cells derived from human T cells where the T cells differentiated from the iPSC cells retain the antigen specificity of the human T cell from which it was derived. These issued patents will expire in 2031, without giving effect to any patent term adjustment or extension.

Competition

The biotechnology and pharmaceutical industries have made substantial investments in recent years into the rapid development of novel immunotherapies for the treatment of a range of pathologies, including infectious diseases and cancers, making this a highly competitive market.

We face substantial competition from multiple sources, including large and specialty pharmaceutical, biopharmaceutical and biotechnology companies, academic research institutions and governmental agencies and public and private research institutions. Our competitors compete with us on the level of the technologies employed, or on the level of development of product candidates. In addition, many small biotechnology companies have formed collaborations with large, established companies to (i) obtain support for their research, development and commercialization of products or (ii) combine several treatment approaches to develop longer lasting or more efficacious treatments that may potentially directly compete with our current or future product candidates. We anticipate that we will continue to face increasing competition as new therapies and combinations thereof, technologies, and data emerge within the field of immunotherapy and, furthermore, within the treatment of infectious diseases and cancers. In addition to the current standard of care treatments for patients with infectious diseases or cancers, numerous commercial and academic preclinical studies and clinical trials are being undertaken by a large number of parties to assess novel technologies and product

candidates in the field of immunotherapy. Results from these studies and trials have fueled increasing levels of interest in the field of immunotherapy.

Large pharmaceutical companies that have commercialized or are developing immunotherapies to treat cancer include AstraZeneca, Bristol-Myers Squibb, Gilead Sciences, Merck, Novartis, Pfizer, and Roche/Genentech.

Companies that compete with us directly on the level of the development of product candidates targeting B-cell lymphomas include Gilead Sciences, Novartis and Bristol-Myers Squibb, among others. Companies developing therapeutic candidates to treat glioblastomas include Arbor Pharmaceuticals and Genentech.

On the technology level, other emerging biopharmaceutical companies which can potentially develop competing cell therapy candidates to treat cancer include Fate Therapeutics, Allogene Therapeutics, CRIPSR Therapeutics, Caribou Biosciences, Shoreline Biosciences, Sana Biotechnology and Nkarta Therapeutics.

Many of our competitors, either alone or in combination with their respective strategic partners, have significantly greater financial resources and expertise in research and development, manufacturing, the regulatory approval process, and marketing than we do. Mergers and acquisition activity in the pharmaceutical, biopharmaceutical and biotechnology sector is likely to result in greater resource concentration among a smaller number of our competitors. Smaller or early-stage companies may also prove to be significant competitors, particularly through sizeable collaborative arrangements with established companies. These competitors also compete with us in recruiting and retain qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

Our commercial opportunity could be reduced or eliminated if one or more of our competitors develop and commercialize products that are safer, more effective, better tolerated, or of greater convenience or economic benefit than our proposed product offering. Our competitors also may be in a position to obtain FDA or other regulatory approval for their products more rapidly, resulting in a stronger or dominant market position before we are able to enter the market. The key competitive factors affecting the success of all of our programs are likely to be product safety, efficacy, convenience and treatment cost.

Government regulation

In the United States, biologic products are licensed by FDA for marketing under the Public Health Service Act, referred to as the PHS Act, and regulated under the Federal Food, Drug, and Cosmetic Act, or the FDCA. Both the FDCA and the PHS Act and their corresponding regulations govern, among other things, the testing, manufacturing, safety, purity, potency, efficacy, labeling, packaging, storage, record keeping, distribution, marketing, sales, import, export, reporting, advertising and other promotional practices involving biologic products. FDA clearance must be obtained before clinical testing of biologic products. FDA licensure also must be obtained before marketing of biologic products. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources.

United States development process

The process required by the FDA before a biologic product may be marketed in the United States generally involves the following:

- completion of nonclinical laboratory tests and animal studies according to Good Laboratory Practices, or cGLP, and applicable requirements for the humane use of laboratory animals or other applicable regulations;

- preparation of clinical trial material in accordance with cGMP;

- submission to the FDA of an application for an IND, which must become effective before human clinical trials may begin;
- approval by an institutional review board, or IRB, reviewing each clinical site before each clinical trial may be initiated;
- performance of adequate and well-controlled human clinical trials according to Current Good Clinical Practices, or cGCP, and any additional requirements for the protection of human research subjects and their health information, to establish the safety, purity, potency, and efficacy, of the proposed biologic product for its intended use;
- submission to the FDA of a Biologics License Application, or BLA, for marketing approval that includes substantive evidence of safety, purity, potency, and efficacy from results of nonclinical testing and clinical trials;
- satisfactory completion of an FDA inspection prior to BLA approval of the manufacturing facility or facilities where the biologic product is produced to assess compliance with cGMP, to assure that the facilities, methods and controls are adequate to preserve the biologic's identity, strength, quality and purity;
- potential FDA audit of the nonclinical and clinical study sites that generated the data in support of the BLA;
- potential FDA Advisory Committee meeting to elicit expert input on critical issues and including a vote by external committee members;
- FDA review and approval, or licensure, of the BLA, and payment of associated user fees, when applicable; and
- compliance with any post-approval requirements, including the potential requirement to implement a Risk Evaluation and Mitigation Strategies, or REMS, and the potential requirement to conduct post-approval studies.

Before testing any biologic product candidate in humans, the product candidate enters the preclinical testing stage. Nonclinical tests include laboratory evaluations of product chemistry, pharmacology, toxicity and formulation, as well as animal studies to assess the potential safety and activity of the product candidate. The conduct of the nonclinical tests must comply with federal regulations and requirements including GLPs.

The clinical study sponsor must submit the results of the nonclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and a proposed clinical protocol, to the FDA as part of the IND. Some nonclinical testing typically continues after the IND is submitted. An IND is an exemption from the FDCA that allows an unapproved product to be shipped in interstate commerce for use in an investigational clinical trial and a request for FDA authorization to administer an investigational product to humans. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA requests certain changes to a protocol before the trial can begin, or the FDA places the clinical trial on a clinical hold within that 30-day time period. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. The FDA may also impose clinical holds on a biologic product candidate at any time before or during clinical trials due to safety concerns or non-compliance. If the FDA imposes a clinical hold, trials may not recommence without FDA authorization and then only under terms authorized by the FDA.

Clinical trials may involve the administration of the biologic product candidate to healthy volunteers or subjects under the supervision of qualified investigators, generally physicians not employed by or under the

study sponsor's control. Clinical trials involving some products for certain diseases, including some rare diseases, may begin with testing in patients with the disease. Clinical trials are conducted under protocols detailing, among other things, the objectives of the clinical trial, dosing procedures, subject selection and exclusion criteria, and the parameters to be used to monitor subject safety, including stopping rules that assure a clinical trial will be stopped if certain adverse events should occur. Each protocol and any amendments to the protocol must be submitted to the FDA as part of the IND. Clinical trials must be conducted and monitored in accordance with the FDA's regulations comprising the cGCP requirements, including the requirement that all research subjects or his or her legal representative provide informed consent. Further, each clinical trial must be reviewed and approved by an independent IRB, at or servicing each institution at which the clinical trial will be conducted. An IRB is charged with protecting the welfare and rights of study participants and considers such items as whether the risks to individuals participating in the clinical trials are minimized and are reasonable in relation to anticipated benefits. The IRB also approves the form and content of the informed consent that must be signed by each clinical trial subject or his or her legal representative and must monitor the clinical trial until completed. Additionally, some trials are overseen by an independent group of qualified experts organized by the trial sponsor, known as a data safety monitoring board or committee.

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

- ***Phase 1***. The biologic product is initially introduced into healthy human subjects and tested for safety. In the case of some products for rare and severe diseases, the initial human testing is often conducted in patients.

- ***Phase 2***. The biologic product is evaluated in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance, optimal dosage and dosing schedule.

- ***Phase 3***. Clinical trials are undertaken to further evaluate dosage, clinical efficacy, potency and safety in an expanded patient population at geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk/benefit ratio of the product and provide an adequate basis for product labeling. In biologics for rare diseases where patient populations are small and there is an urgent need for treatment, Phase 3 trials might not be required if an adequate risk/benefit can be demonstrated from the Phase 2 trial.

Post-approval clinical trials, sometimes referred to as Phase 4 clinical trials, may be conducted after initial marketing approval. These clinical trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication, particularly for long-term safety follow-up.

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

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

There are also various laws and regulations regarding laboratory practices, the experimental use of animals, and the use and disposal of hazardous or potentially hazardous substances in connection with the research. In each of these areas, the FDA and other regulatory authorities have broad regulatory and enforcement powers, including the ability to levy fines and civil penalties, suspend or delay issuance of approvals, seize or recall products, and withdraw approvals.

Information about certain clinical trials must be submitted within specific timeframes to the NIH for public dissemination on its clinicaltrials.gov website. Sponsors or distributors of investigational products for the diagnosis, monitoring, or treatment of one or more serious diseases or conditions must also have a publicly available policy on evaluating and responding to requests for expanded access requests.

United States review and approval processes

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

Under the Prescription Drug User Fee Act, as amended, or PDUFA, each BLA may be accompanied by a significant user fee. Under federal law, the submission of most applications is subject to an application user fee. The sponsor of an approved application is also subject to an annual program fee. Fee waivers or reductions are available in certain circumstances, including a waiver of the application fee for the first application filed by a small business. Additionally, no user fees are assessed on BLAs for product candidates designated as orphan drugs, unless the product candidate also includes a non-orphan indication.

Within 60 days following submission of the application, the FDA reviews a BLA submitted to determine if it is substantially complete before the agency accepts it for filing. The FDA may refuse to file any BLA that it deems incomplete or not properly reviewable at the time of submission and may request additional information. In this event, the BLA must be resubmitted with the additional information. The resubmitted application is also subject to review before the FDA accepts it for filing. The application also needs to be published and submitted in an electronic format that can be processed through the FDA's electronic systems. If the electronic submission is not compatible with FDA's systems, the BLA can be refused for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review of the BLA. The FDA reviews the BLA to determine, among other things, whether the proposed product is safe, potent, and effective, for its intended use, and has an acceptable purity profile, and whether the product is being manufactured in accordance with cGMP to assure and preserve the product's identity, safety, strength, quality, potency and purity. The FDA may refer applications for novel products or products that present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions. During the biological product approval process, the FDA

also will determine whether a REMS is necessary to assure the safe use of the biological product. If the FDA concludes a REMS is needed, the sponsor of the BLA must submit a proposed REMS; the FDA will not approve the BLA without a REMS, if required.

Before approving a BLA, the FDA may inspect the facilities at which the product is manufactured. The FDA will not approve the product unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving a BLA, the FDA will typically inspect one or more clinical trial sites to assure that the clinical trials were conducted in compliance with IND study requirements and cGCP requirements. To assure cGMP and cGCP compliance, an applicant must incur significant expenditure of time, money and effort in the areas of training, record keeping, production, and quality control. Notwithstanding the submission of relevant data and information, the FDA may ultimately decide that the BLA does not satisfy its regulatory criteria for approval and deny approval. Data obtained from clinical trials are not always conclusive and the FDA may interpret data differently than the sponsor interprets the same data. If the agency decides not to approve the BLA in its present form, the FDA will issue a complete response letter that usually describes all of the specific deficiencies in the BLA identified by the FDA. The deficiencies identified may be minor, for example, requiring labeling changes, or major, for example, requiring additional clinical trials.

Additionally, the complete response letter may include recommended actions that the applicant might take to place the application in a condition for approval. If a complete response letter is issued, the applicant may either resubmit the BLA, addressing all of the deficiencies identified in the letter, or withdraw the application.

If a product receives regulatory approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling. The FDA may impose restrictions and conditions on product distribution, prescribing, or dispensing in the form of a risk management plan, or otherwise limit the scope of any approval. In addition, the FDA may require post marketing clinical trials, sometimes referred to as Phase 4 clinical trials, designed to further assess a biological product's safety and effectiveness, and testing and surveillance programs to monitor the safety of approved products that have been commercialized. As a condition for approval, the FDA may also require additional nonclinical testing as a Phase 4 commitment.

One of the performance goals agreed to by the FDA under the PDUFA is to review standard BLAs in ten months from filing and priority BLAs in six months from filing, whereupon a review decision is to be made. The FDA does not always meet its PDUFA goal dates for standard and priority BLAs and its review goals are subject to change from time to time. The review process and the PDUFA goal date may be extended by three months if the FDA requests or the BLA sponsor otherwise provides additional information or clarification regarding information already provided in the submission within the last three months before the PDUFA goal date.

United States post-approval requirements

Maintaining substantial compliance with applicable federal, state, and local statutes and regulations requires the expenditure of substantial time and financial resources. Rigorous and extensive FDA regulation of biological products continues after approval, particularly with respect to cGMP. We will rely, and expect to continue to rely, on third parties for the production of clinical and commercial quantities of any products that we may commercialize. Manufacturers of our products are required to comply with applicable requirements in the cGMP regulations, including quality control and quality assurance and maintenance of records and documentation.

Following approval, the manufacturing facilities are subject to biennial inspections by the FDA's and such inspections may result in an issuance of FDA Form 483 deficiency observations, untitled letter, or a warning letter, which can lead to plant shutdown and other more serious penalties and fines. Prior to the institution of

any manufacturing changes, a determination needs to be made whether FDA approval is required in advance. If not done in accordance with FDA expectations, the FDA may restrict supply and may take further action. Annual product reports are required to be submitted annually. Other post-approval requirements applicable to biological products, include reporting of cGMP deviations that may affect the identity, potency, purity and overall safety of a distributed product, record-keeping requirements, reporting of adverse events, reporting updated safety and efficacy information, and complying with electronic record and signature requirements.

After a BLA is approved, the product also may be subject to official lot release. As part of the manufacturing process, the manufacturer is required to perform certain tests on each lot of the product before it is released for distribution. If the product is subject to official release by the FDA, the manufacturer submits samples of each lot of product to the FDA together with a release protocol showing a summary of the history of manufacture of the lot and the results of all of the manufacturer's tests performed on the lot. The FDA also may perform certain confirmatory tests on lots of some products, such as viral vaccines, before releasing the lots for distribution by the manufacturer. In addition, the FDA may conduct laboratory research related to the regulatory standards on the safety, purity, potency, and effectiveness of biological products. Systems need to be put in place to record and evaluate adverse events reported by health care providers and patients and to assess product complaints. An increase in severity or new adverse events can result in labeling changes or product recall. Defects in manufacturing of commercial products can result in product recalls.

We also must comply with the FDA's advertising and promotion requirements, such as those related to direct-to-consumer advertising, the prohibition on promoting products for uses or inpatient populations that are not described in the product's approved labeling (known as "off-label use"), industry-sponsored scientific and educational activities, and promotional activities involving the internet. Discovery of previously unknown problems or the failure to comply with the applicable regulatory requirements may result in restrictions on the marketing of a product or withdrawal of the product from the market as well as possible civil or criminal sanctions. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval, may subject an applicant or manufacturer to administrative or judicial civil or criminal sanctions and adverse publicity. FDA sanctions could include refusal to approve pending applications, withdrawal of an approval or license revocation, clinical hold, warning or untitled letters, product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, mandated corrective advertising or communications with doctors, debarment, restitution, disgorgement of profits, or civil or criminal penalties. Any agency or judicial enforcement action could have a material adverse effect.

Biological product manufacturers and other entities involved in the manufacture and distribution of approved biological products are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP and other laws. Accordingly, manufacturers must continue to expend time, money, and effort in the areas of production and quality control to maintain cGMP compliance. Discovery of problems with a product after approval may result in restrictions on a product, manufacturer, or holder of an approved BLA, including withdrawal of the product from the market. In addition, changes to the manufacturing process or facility generally require prior FDA approval before being implemented and other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval.

Orphan drug designation

Under the Orphan Drug Act, the FDA may grant Orphan Drug Designation, or ODD, to a biological product intended to treat a rare disease or condition, which is generally a disease or condition that affects fewer than 200,000 individuals in the United States, or more than 200,000 individuals in the United States and for which there is no reasonable expectation that the cost of developing and making a biological product available in the United States for this type of disease or condition will be recovered from sales of the product. ODD must be requested before submitting a BLA. After the FDA grants ODD, the identity of the therapeutic agent and its

potential orphan use are disclosed publicly by the FDA. ODD does not convey any advantage in or shorten the duration of the regulatory review and approval process.

If a product that has ODD receives the first FDA approval for the disease or condition for which it has such designation, the product is entitled to orphan product exclusivity, which means that the FDA may not approve any other applications to market the same biological product for the same indication for seven years, except in limited circumstances, such as not being able to supply the product for patients or showing clinical superiority to the product with orphan exclusivity.

Competitors, however, may receive approval of different products for the indication for which the orphan product has exclusivity or obtain approval for the same product but for a different indication for which the orphan product has exclusivity. Orphan product exclusivity also could block the approval of one of our products for seven years if a competitor obtains approval of the same biological product as defined by the FDA or if our product candidate is determined to be contained within the competitor's product for the same indication or disease. If a biological product designated as an orphan product receives marketing approval for an indication broader than what is designated, it may not be entitled to orphan product exclusivity.

Expedited review and approval programs

The FDA has various programs, including fast track designation, priority review, accelerated approval, and breakthrough therapy designation, that are intended to expedite or simplify the process for the development and FDA review of biological products that are intended for the treatment of serious or life-threatening diseases or conditions and demonstrate the potential to address unmet medical needs. The purpose of these programs is to provide important new biological products to patients earlier than under standard FDA review procedures. To be eligible for a fast track designation, the FDA must determine, based on the request of a sponsor, that a biological product is intended to treat a serious or life-threatening disease or condition and demonstrates the potential to address an unmet medical need. The FDA will determine that a product will fill an unmet medical need if it will provide a therapy where none exists or provide a therapy that may be potentially superior to existing therapy based on efficacy or safety factors. In addition to other benefits, such as the ability to have greater interactions with the FDA, the FDA may initiate review of sections of a Fast Track BLA before the application is complete, a process known as rolling review.

The FDA may give a priority review designation, such as a rare pediatric disease designation, to biological products that treat a serious condition and, if approved, would provide a significant improvement in safety or effectiveness. A priority review means that the goal for the FDA to review an application is six months, rather than the standard review of ten months under current PDUFA guidelines. Most products that are eligible for fast track designation may also be considered appropriate to receive a priority review. In addition, biological products studied for their safety and effectiveness in treating serious or life-threatening illnesses and that provide meaningful therapeutic benefit over existing treatments may receive accelerated approval and may be approved on the basis of adequate and well-controlled clinical trials establishing that the biological product has an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity or prevalence of the condition and the availability or lack of alternative treatments. As a condition of approval, the FDA may require a sponsor of a biological product receiving accelerated approval to perform post-marketing studies to verify and describe the predicted effect on irreversible morbidity or mortality or other clinical endpoint, and the biological product may be subject to accelerated withdrawal procedures.

Moreover, under the Food and Drug Administration Safety and Innovation Act enacted in 2012, a sponsor can request designation of a product candidate as a "breakthrough therapy." A breakthrough therapy is defined as a drug or biological product that is intended, alone or in combination with one or more other drugs or biologics, to treat a serious or life-threatening disease or condition, and preliminary clinical evidence indicates that the drug or biological product may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical

development. Drug and biological products designated as breakthrough therapies are also eligible for accelerated approval. The FDA must take certain actions, such as holding timely meetings and providing advice, intended to expedite the development and review of an application for approval of a breakthrough therapy.

Even if a product qualifies for one or more of these programs, the FDA may later decide that the product no longer meets the conditions for qualification or decides that the time period for FDA review or approval will not be shortened. Furthermore, fast-track designation, priority review, accelerated approval and breakthrough therapy designation, do not change the standards for approval and may not ultimately expedite the development or approval process.

Biologics Price Competition and Innovation Act

The Biologics Price Competition and Innovation Act of 2009, or BPCIA, which was enacted as part of the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, or PPACA, created an abbreviated approval pathway for biological products that are demonstrated to be “biosimilar” or “interchangeable” with an FDA-licensed reference biological product via an approved BLA. Biosimilarity to an approved reference product requires that there be no differences in conditions of use, route of administration, dosage form, and strength, and no clinically meaningful differences between the biological product and the reference product in terms of safety, purity, and potency. Biosimilarity is demonstrated in steps beginning with rigorous analytical studies or “fingerprinting,” in vitro studies, in vivo animal studies, and generally at least one clinical study, absent a waiver from the Secretary of Health and Human Services. The biosimilarity exercise tests the hypothesis that the investigational product and the reference product are the same. If at any point in the stepwise biosimilarity process a significant difference is observed, then the products are not biosimilar, and the development of a stand-alone BLA is necessary. In order to meet the higher hurdle of interchangeability, a sponsor must demonstrate that the biosimilar product can be expected to produce the same clinical result as the reference product, and for a product that is administered more than once, that the risk of switching between the reference product and biosimilar product is not greater than the risk of maintaining the patient on the reference product. Complexities associated with the larger, and often more complex, structures of biological products, as well as the process by which such products are manufactured, pose significant hurdles to implementation that are still being evaluated by the FDA. Under the BPCIA, a reference biologic is granted 12 years of exclusivity from the time of first licensure of the reference product.

Regulation outside of the United States

In addition to regulations in the United States, we are subject to a variety of regulations in other jurisdictions governing clinical studies, commercial sales, and distribution of our products. Most countries outside of the United States require that CTAs be submitted to and approved by the local regulatory authority for each clinical study.

In addition, whether or not we obtain FDA approval for a product, we must obtain approval of a product by the comparable regulatory authorities of countries outside the United States before we can commence clinical studies or marketing of the product in those countries. The approval process and requirements vary from country to country, so the number and type of nonclinical, clinical, and manufacturing studies needed may differ, and the time may be longer or shorter than that required for FDA approval.

To obtain regulatory approval of an orphan drug under the European Union regulatory system, we are mandated to submit a Marketing Authorization Application, or MAA, to be assessed in the centralized procedure. The centralized procedure, which came into operation in 1995, allows applicants to obtain a marketing authorization that is valid throughout the European Union. It is compulsory for medicinal products manufactured using biotechnological processes, for orphan medicinal products and for human products containing a new active substance which was not authorized in the Community before May 20, 2004 (date of entry into force of Regulation (EC) No 726/2004) and which are intended for the treatment of AIDS, cancer,

neurodegenerative disorder or diabetes. The centralized procedure is optional for any other products containing new active substances not authorized in the Community before May 20, 2004 or for products that constitute a significant therapeutic, scientific or technical innovation or for which a Community authorization is in the interests of patients at Community level. When a company wishes to place on the market a medicinal product that is eligible for the centralized procedure, it sends an application directly to the European Medicines Agency, or EMA, to be assessed by the Committee for Medicinal Products for Human Use, or CHMP. The CHMP is responsible for conducting the assessment of whether a medicine meets the required quality, safety and efficacy requirements, and whether the product has a positive risk/benefit/risk profile. The procedure results in a Commission decision, which is valid in all European Union Member States. Centrally-authorized products may be marketed in all Member States. The centralized procedure is as follows: Full copies of the marketing authorization, or MA, application are sent to a rapporteur and a co-rapporteur designated by the competent EMA scientific committee. They coordinate the EMA's scientific assessment of the medicinal product and prepare draft reports. Once the draft reports are prepared (other experts might be called upon for this purpose), they are sent to the CHMP, whose comments or objections are communicated to the applicant. The rapporteur is therefore the privileged interlocutor of the applicant and continues to play this role, even after the MA has been granted.

The rapporteur and co-rapporteur then assess the applicant's replies, submit them for discussion to the CHMP and, taking into account the conclusions of this debate, prepare a final assessment report. Once the evaluation is completed, the CHMP gives a favorable or unfavorable opinion as to whether to grant the authorization. When the opinion is favorable, it shall include the draft summary of the product's characteristics, the package leaflet and the texts proposed for the various packaging materials. The time limit for the evaluation procedure is 210 days.

The EMA then has fifteen days to forward its opinion to the European Commission. This is the start of the second phase of the procedure: the decision-making process. The EMA sends to the Commission its opinion and assessment report, together with annexes containing: the SmPC, or Annex 1; the particulars of the MAH responsible for batch release, the particulars of the manufacturer of the active substance and the conditions of the marketing authorization, or Annex 2; and the labelling and the package leaflet, or Annex 3. The annexes are translated into the 22 other official languages of the European Union. During the decision-making process, the Commission services verify that the marketing authorization complies with Union law. The Commission has fifteen days to prepare a draft decision. The medicinal product is assigned a Community registration number, which will be placed on its packaging if the marketing authorization is granted. During this period, various Commission directorates- general are consulted on the draft marketing authorization decision.

The draft decision is then sent to the Standing Committee on Medicinal Products for Human Use, (Member States have one representative each in both of these committees) for their opinions. The centralized procedure provides for the grant of a single marketing authorization that is valid for all European Union member states. The decentralized procedure provides for approval by one or more other, or concerned, member states of an assessment of an application performed by one member state, known as the reference member state. Under this procedure, an applicant submits an application, or dossier, and related materials including a draft summary of product characteristics, and draft labeling and package leaflet, to the reference member state and concerned member states. The reference member state prepares a draft assessment and drafts of the related materials within 120 days after receipt of a valid application. Within 90 days of receiving the reference member state's assessment report, each concerned member state must decide whether to approve the assessment report and related materials. If a member state cannot approve the assessment report and related materials on the grounds of potential serious risk to the public health, the disputed points may eventually be referred to the European Commission, whose decision is binding on all member states.

Applications from persons or companies seeking "orphan medicinal product designation" for products they intend to develop for the diagnosis, prevention, or treatment of life-threatening or very serious conditions that affect not more than five in 10,000 persons in the European Union are reviewed by the Committee for Orphan Medicinal Products, or COMP. In addition, orphan drug designation can be granted if the drug or biologic is

intended for a life threatening, seriously debilitating, or serious and chronic condition in the European Union and that without incentives it is unlikely that sales of the drug in the European Union would be sufficient to justify developing the drug or biologic. Orphan drug designation is only available if there is no other satisfactory method approved in the European Union of diagnosing, preventing, or treating the condition, or if such a method exists, the proposed orphan drug will be of significant benefit to patients.

Orphan drug designation provides opportunities for fee reductions, protocol assistance and access to the centralized procedure before and during the first year after marketing approval. Fee reductions are not limited to the first year after marketing approval for small and medium enterprises. In addition, if a product that has an orphan drug designation subsequently receives EMA marketing approval for the indication for which it has such designation, the product is entitled to orphan market exclusivity, which means the EMA may not approve any other application to market a similar drug or biologic for the same indication for a period of ten years. The exclusivity period may be reduced to six years if the designation criteria are no longer met, including where it is shown that the product is sufficiently profitable not to justify maintenance of market exclusivity. Competitors may receive marketing approval of different drugs or biologics for the indications for which the orphan product has exclusivity.

In order to do so, however, they must demonstrate that the new drugs or biologics are clinically superior over the existing orphan product. This demonstration of clinical superiority may be done at the time of initial approval or in post-approval studies, depending on the type of marketing authorization granted.

A Pediatric Investigation Plan, or PIP, in the European Union is aimed at ensuring that the necessary data are obtained to support the authorization of a medicine for children, through studies in children. All applications for marketing authorization for new medicines have to include the results of studies as described in an agreed PIP, unless the medicine is exempt because of a deferral or waiver. This requirement also applies when a marketing-authorization holder wants to add a new indication, pharmaceutical form, or route of administration for a medicine that is already authorized and covered by intellectual property rights. Several rewards and incentives for the development of pediatric medicines for children are available in the European Union Medicines authorized across the European Union with the results of studies from a PIP included in the product information are eligible for an extension of their supplementary protection certificate by six months. This is the case even when the studies' results are negative. For orphan medicines, the incentive is an additional two years of market exclusivity.

Scientific advice and protocol assistance at the EMA are free of charge for questions relating to the development of pediatric medicines. Medicines developed specifically for children that are already authorized but are not protected by a patent or supplementary protection certificate are eligible for a pediatric-use marketing authorization, or PUMA. If a PUMA is granted, the product will benefit from ten years of market protection as an incentive.

In March 2016, the EMA launched an initiative, The Priority Medicines, or PRIME, scheme, to facilitate development of product candidates in indications, often rare, for which few or no therapies currently exist. The PRIME scheme is intended to encourage development of drugs and biologics in areas of unmet medical need and provides accelerated assessment of products representing substantial innovation reviewed under the centralized procedure. Many benefits accrue to sponsors of product candidates with PRIME designation, including but not limited to, early and proactive regulatory dialogue with the EMA, frequent discussions on clinical trial designs and other development program elements, and accelerated MAA assessment once a dossier has been submitted.

Importantly, a dedicated contact and rapporteur from the CHMP is appointed early in the PRIME scheme facilitating increased understanding of the product at EMA's committee level. An initial meeting initiates these relationships and includes a team of multidisciplinary experts at the EMA to provide guidance on the overall development and regulatory strategies.

The United Kingdom left the European Union on January 31, 2020, referred to as Brexit, following which, existing European Union medicinal product legislation continued to apply in the United Kingdom during the transition period under the terms of the Brexit withdrawal agreement. The Brexit transition period, which ended on December 31, 2020, maintained access to the European Union single market and to the global trade deals negotiated by the European Union on behalf of its members. The Brexit transition period provided time for the United Kingdom and European Union to negotiate a framework for partnership for the future, which was then crystallized in the Trade and Cooperation Agreement, or TCA, and became effective on the January 1, 2021.

As of January 1, 2021, the Medicines and Healthcare products Regulatory Agency, or MHRA, is the United Kingdom's standalone medicines and medical devices regulator. As a result of the Northern Ireland protocol, different rules will apply in Northern Ireland than in England, Wales and Scotland, together Great Britain, broadly, Northern Ireland will continue to follow the European Union regulatory regime, but its national competent authority will remain the MHRA. The MHRA has published a draft guidance on how various aspects of the United Kingdom regulatory regime for medicines will operate in Great Britain and in Northern Ireland following the expiry of the Brexit transition period on December 31, 2020. The guidance includes clinical trials, marketing authorizations, importing, exporting and pharmacovigilance and is relevant to any business involved in the research, development or commercialization of medicines in the United Kingdom. The new guidance was given effect via the Human Medicines Regulations (Amendment etc.) (European Union Exit) Regulations 2019, or the Exit Regulations. The United Kingdom regulatory regime largely mirrors that of the European Union.

The MHRA has introduced changes to national licensing procedures, including procedures to prioritize access to new medicines that will benefit patients, an accelerated assessment procedure and new routes of evaluation for novel products and biotechnological products. All existing European Union MAs for centrally authorized products were automatically converted (grandfathered) into United Kingdom MAs free-of-charge on January 1, 2021.

There will be no pre-marketing authorization orphan designation. Instead, the MHRA will review applications for orphan designation in parallel to the corresponding MA application. The criteria are essentially the same, but have been tailored for the Great Britain market, i.e., the prevalence of the condition in Great Britain (rather than the European Union) must not be more than five in 10,000. Should an orphan designation be granted, the period or market exclusivity will be set from the date of first approval of the product in Great Britain or the European Economic Area, wherever is earliest.

Healthcare laws and regulations

Sales of our product candidate, if approved, or any other future product candidate will be subject to healthcare regulation and enforcement by the federal government and the states and foreign governments in which we might conduct our business. The healthcare laws and regulations that may affect our ability to operate include the following:

- The federal Anti-Kickback Statute makes it illegal for any person or entity to knowingly and willfully, directly or indirectly, solicit, receive, offer, or pay any remuneration that is in exchange for or to induce the referral of business, including the purchase, order, lease of any good, facility, item or service for which payment may be made under a federal healthcare program, such as Medicare or Medicaid. The term "remuneration" has been broadly interpreted to include anything of value;

- Federal false claims and false statement laws, including the federal civil False Claims Act, prohibits, among other things, any person or entity from knowingly presenting, or causing to be presented, for payment to, or approval by, federal programs, including Medicare and Medicaid, claims for items or services, including drugs and biologics, that are false or fraudulent;

- The Health Insurance Portability and Accountability Act of 1996, or HIPAA, created additional federal criminal statutes that prohibit among other actions, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, including private third-party payors or making any false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services;

- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and their implementing regulations, impose obligations on certain types of individuals and

- entities regarding the electronic exchange of information in common healthcare transactions, as well as standards relating to the privacy and security of individually identifiable health information;

- The federal Physician Payments Sunshine Act requires certain manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program, with specific exceptions, to report annually to the Centers for Medicare and Medicaid Services, or CMS, information related to payments or other transfers of value made to physicians and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members; and

- The Foreign Corrupt Practices Act, or FCPA prohibits United States businesses and their representatives from offering to pay, paying, promising to pay or authorizing the payment of money or anything of value to a foreign official in order to influence any act or decision of the foreign official in his or her official capacity or to secure any other improper advantage in order to obtain or retain business.

Many states have similar laws and regulations, such as anti-kickback and false claims laws that may be broader in scope and may apply regardless of payor, in addition to items and services reimbursed under Medicaid and other state programs. Additionally, we may be subject to state laws that require pharmaceutical companies to comply with the federal government's and/or pharmaceutical industry's voluntary compliance guidelines, state laws that require drug and biologics manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures, as well as state and foreign laws governing the privacy and security of health information, many of which differ from each other in significant ways and often are not preempted by HIPAA. Additionally, to the extent that our product is sold in a foreign country, we may be subject to similar foreign laws.

Healthcare Reform

The United States and many foreign jurisdictions have enacted or proposed legislative and regulatory changes affecting the healthcare system. The United States government, state legislatures and foreign governments also have shown significant interest in implementing cost-containment programs to limit the growth of government-paid healthcare costs, including price controls, restrictions on reimbursement and requirements for substitution of generic products for branded prescription drugs and biologics. In recent years, the United States Congress, or Congress, has considered reductions in Medicare reimbursement levels for drugs and biologics administered by physicians. CMS, the agency that administers the Medicare and Medicaid programs, also has authority to revise reimbursement rates and to implement coverage restrictions for some drugs and biologics. Cost reduction initiatives and changes in coverage implemented through legislation or regulation could decrease utilization of and reimbursement for any approved products. While Medicare regulations apply only to drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own reimbursement rates. Therefore, any reduction in reimbursement that results from federal legislation or regulation may result in a similar reduction in payments from private payors.

The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act, or collectively the Affordable Care Act, substantially changed the way healthcare is

financed by both governmental and private insurers, and significantly impacts the pharmaceutical industry. The Affordable Care Act is intended to broaden access to health insurance, reduce or constrain the growth of healthcare spending, enhance remedies against healthcare fraud and abuse, add new transparency requirements for healthcare and health insurance industries, impose new taxes and fees on pharmaceutical and medical device manufacturers, and impose additional health policy reforms. Among other things, the Affordable Care Act expanded manufacturers' rebate liability under the Medicaid Drug Rebate Program by increasing the minimum Medicaid rebate for both branded and generic drugs and biologics, expanded the 340B program, and revised the definition of average manufacturer price, or AMP, which could increase the amount of Medicaid drug rebates manufacturers are required to pay to states. The legislation also extended Medicaid drug rebates, previously due only on fee-for- service Medicaid utilization, to include the utilization of Medicaid managed care organizations as well and created an alternative rebate formula for certain new formulations of certain existing products that is intended to increase the amount of rebates due on those drugs. On February 1, 2016, CMS issued final regulations to implement the changes to the Medicaid Drug Rebate program under the Affordable Care Act. These regulations became effective on April 1, 2016. The Tax Cuts and Jobs Act, enacted on December 22, 2017, repealed the shared responsibility payment for individuals who fail to maintain minimum essential coverage under section 5000A of the Internal Revenue Code of 1986, as amended, or the Code, commonly referred to as the individual mandate.

Other legislative changes have been proposed and adopted since passage of the Affordable Care Act. The Budget Control Act of 2011, among other things, created the Joint Select Committee on Deficit Reduction to recommend proposals in spending reductions to Congress. The Joint Select Committee did not achieve its targeted deficit reduction of an amount greater than $1.2 trillion for the fiscal years 2012 through 2021, triggering the legislation's automatic reductions to several government programs. These reductions included aggregate reductions to Medicare payments to healthcare providers of up to 2% per fiscal year, which went into effect in April 2013. Subsequent litigation extended the 2% reduction, on average, to 2030. However, pursuant to the Coronavirus Aid, Relief and Economic Security Act, or CARES Act, the 2% Medicare sequester reductions have been suspended from May 1, 2020 through March 31, 2022 due to the COVID-19 pandemic. From April through Jun 2022, a 1% reduction will be in effect, with the full 2% cut resuming thereafter. On January 2, 2013, the American Taxpayer Relief Act was signed into law, which, among other things, reduced Medicare payments to several types of providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

Further legislative and regulatory changes under the Affordable Care Act remain possible. It is unknown what form any such changes or any law would take, and how or whether it may affect our business in the future. We expect that changes or additions to the Affordable Care Act, the Medicare and Medicaid programs, changes allowing the federal government to directly negotiate drug prices and changes stemming from other healthcare reform measures, especially with regard to healthcare access, financing or other legislation in individual states, could have a material adverse effect on the healthcare industry.

The Affordable Care Act has been subject to challenges in the courts. On December 14, 2018, a Texas U.S. District Court Judge ruled that the Affordable Care Act is unconstitutional in its entirety because the "individual mandate" was repealed by Congress. On December 18, 2019, the Fifth Circuit U.S. Court of Appeals held that the individual mandate is unconstitutional and remanded the case to the Texas District Court to reconsider its earlier invalidation of the entire Affordable Care Act. An appeal was taken to the U.S. Supreme Court. The Supreme Court ruled that the plaintiffs lacked standing to challenge the law as they had not alleged personal injury traceable to the allegedly unlawful conduct. As a result, the Supreme Court did not rule on the constitutionality of the ACA or any of its provisions.

The Affordable Care Act requires pharmaceutical manufacturers of branded prescription drugs and biologics to pay a branded prescription drug fee to the federal government. Each individual pharmaceutical manufacturer pays a prorated share of the branded prescription drug fee, based on the dollar value of its branded prescription drug sales to certain federal programs identified in the law. Furthermore, the law requires manufacturers to provide a 50% discount off the negotiated price of prescriptions filled by

beneficiaries in the Medicare Part D coverage gap, referred to as the “donut hole.” The Bipartisan Budget Act of 2018, or the BBA, among other things, amended the Affordable Care Act, effective January 1, 2019, to close the coverage gap in most Medicare drug plans, commonly referred to as the “donut hole,” by increasing from 50 percent to 70 percent the point-of-sale discount that is owed by pharmaceutical manufacturers who participate in Medicare Part D.

The Affordable Care Act also expanded the Public Health Service’s 340B drug pricing program. The 340B drug pricing program requires participating manufacturers to agree to charge statutorily-defined covered entities no more than the 340B “ceiling price” for the manufacturer’s covered outpatient drugs. The Affordable Care Act expanded the 340B program to include additional types of covered entities: certain free-standing cancer hospitals, critical access hospitals, rural referral centers and sole community hospitals, each as defined by the Affordable Care Act. Because the 340B ceiling price is determined based on the average manufacturer price, or AMP, and Medicaid drug rebate data, revisions to the Medicaid rebate formula and AMP definition could cause the required 340B discounts to increase. Payment methodologies may be subject to changes in healthcare legislation and regulatory initiatives as well. For example, CMS may develop new payment and delivery models, such as bundled payment models. Recently, there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products. Such scrutiny has resulted in several recent Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the cost of drugs under Medicare, and reform government program reimbursement methodologies for pharmaceutical products.

At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing.

We expect that additional federal, state and foreign healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in limited coverage and reimbursement and reduced demand for our products, once approved, or additional pricing pressures.

Human capital resources

As of March 2, 2022, we had 170 full-time employees and eighteen part-time employees. Of our 188 full and part-time employees, 49 have Ph.D. or M.D. degrees and 144 are engaged in research and development activities. We consider our relationship with our employees to be good.

Our human capital resources objectives include, as applicable, identifying, recruiting, retaining, incentivizing and integrating our existing and additional employees. The principal purposes of our equity incentive plans are to attract, retain and motivate selected employees, consultants and directors through the granting of stock-based compensation awards and cash-based performance bonus awards.

Facilities

Our principal executive offices are located in Philadelphia, Pennsylvania, pursuant to a lease that expires in March 2032. We operate in three laboratory spaces in Philadelphia pursuant to leases that expire in January 2026, January 2031 and July 2023. Additionally, we lease office and laboratory space in Seattle, Washington pursuant to leases expiring in January 2030 and May 2030, respectively. Century Canada’s operations are located in Hamilton, Ontario, pursuant to a lease that expires in October 2025. We have constructed a 53,000 square foot cell therapy manufacturing facility on a tract of land in Branchburg, New Jersey pursuant to a lease expiring in May 2037. We believe that our current facilities are adequate to meet our ongoing needs, and that, if we require additional space, we will be able to obtain additional facilities on commercially reasonable terms.

Legal proceedings

We are not currently a party to any material legal proceedings. From time to time, we may become involved in other litigation or legal proceedings relating to claims arising from the ordinary course of business.

Available Information

Our website address is www.centurytx.com. Our Annual Report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, any amendments to those reports, proxy and registration statements filed or furnished with the Securities and Exchange Commission, or SEC, are available free of charge through our website. We make these materials available through our website as soon as reasonably practicable after we electronically file such materials with, or furnish such materials to, the SEC. The reports filed with the SEC by our executive officers and directors pursuant to Section 16 under the Exchange Act are also made available, free of charge on our website, as soon as reasonably practicable after copies of those filings are provided to us by those persons. These materials can be accessed through the “Investors-Financial Information” section of our website. The information contained in, or that can be accessed through, our website is not part of this Annual Report on Form 10-K.

ITEM 1A. RISK FACTORS

Risk Factor Summary

Below is a summary of material factors that make an investment in our common stock speculative or risky. Importantly, this summary does not address all the risks and uncertainties that we face. Additional discussion of the risks and uncertainties summarized in this risk factor summary, as well as other risks and uncertainties that we face, can be found under “Cautionary Note Regarding Forward-Looking Statements” and “Risk Factors” in this Annual Report on Form 10-K. The below summary is qualified in its entirety by those more complete discussions of such risks and uncertainties.

- We have a limited operating history, have incurred significant losses since our inception, and anticipate that we will continue to incur significant losses in the foreseeable future;

- We have never generated revenue from product sales and may never achieve or maintain profitability;

- We are very early in our development efforts and our business is dependent on our ability to advance our current and future product candidates through preclinical studies and clinical trials, obtain marketing approval and ultimately commercialize our current and future product candidates;

- We are highly dependent on the success of our lead product candidate, CNTY-101 and our other product candidates;

- We are highly dependent on our strategic relationships and collaborations and any termination or loss of significant rights under such arrangements with our strategic partners could seriously harm our business;

- The ongoing COVID-19 pandemic, and the efforts to mitigate it, may materially and adversely affect our business and our financial results and could cause a disruption to our supply chain and the development of our product candidates;

- Utilizing CAR-iNK and CAR-iT cells represents a novel approach to immuno-oncology treatment of cancer, and we must overcome significant challenges in order to develop, commercialize, and manufacture our product candidates;

- Gene-editing is a rapidly developing technology, and our success is dependent upon our ability to effectively utilize this technology in our product candidates and implement future technological advancements in gene-editing;

- Preclinical and clinical development involve a lengthy and expensive process with an uncertain outcome. We may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of our current product candidates or any future product candidates;

- As an organization, we have no experience designing or implementing clinical trials. Failure to adequately design a trial, or incorrect assumptions about the design of the trial, could adversely affect the ability to initiate the trial, enroll patients, complete the trial, or obtain regulatory approval on the basis of the trial results, as well as lead to increased or unexpected costs;

- The manufacture and distribution of our iPSC-derived cell product candidates is complex and subject to a multitude of risks;

- We currently rely on third parties for the manufacture of our product candidates for development, however, we intend to operate our own manufacturing facility in the future for the production of certain of our product candidates. Delays in designing and constructing cGMP-compliant manufacturing facilities could delay our development plans and thereby limit our ability to generate revenues;

- We could become dependent on Bristol-Myers Squibb Company, or Bristol-Myers Squibb, for development and commercialization activities with respect to certain of our product candidates pursuant to our collaboration with Bristol-Myers Squibb and cannot control whether Bristol-Myers Squibb will devote sufficient attention or resources to this collaboration or proceed in an expeditious manner;

- If we are unable to successfully commercialize CNTY-101 or any of our other product candidates for which we receive regulatory approval, or experience significant delays in doing so, our business will be materially harmed;

- We face significant competition, and if our competitors develop product candidates more rapidly than we do or their product candidates are more effective, our ability to develop and successfully commercialize products may be adversely affected;

- We may face difficulties in obtaining, protecting, maintaining, and enforcing our intellectual property rights, including intellectual property rights that are licensed to us;

- We do not currently own any issued patents relating to our product candidates;

- Unstable market and economic conditions, including political unrest, may have serious adverse consequences on our business, financial condition, and stock price;

- The trading price of the shares of our common stock could be highly volatile, and purchasers of our common stock could incur substantial losses; and

- Our executive officers, directors, principal stockholders, and their affiliates continue to exercise significant control over our company, which limits the ability of our other stockholders to influence corporate matters and could delay or prevent a change in corporate control.

Risk Factors

The following risk factors and other information included in this Annual Report on Form 10-K should be carefully considered. The risks described below are not the only ones facing us. The occurrence of any of the following risks, or of additional risks and uncertainties not presently known to us or that we currently believe to be immaterial, could significantly harm our business, financial condition, results of operations and growth prospects.

Risks related to our financial position and capital requirements

Our limited operating history may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

We are a preclinical stage biopharmaceutical company with a limited operating history on which to base your investment decision. Our operations to date have been limited to organizing and staffing our company, business planning, raising capital, conducting discovery and research activities, filing patent applications, identifying potential product candidates and preparing to initiate and conduct clinical trials, undertaking preclinical studies, in-licensing intellectual property, and establishing manufacturing processes and arrangements with third parties for the manufacture of initial quantities of our product candidates and component materials. All of our product candidates are still in the discovery and preclinical testing phase. We do not expect to submit an Investigational New Drug Application, or IND, for any of our product candidates until mid 2022. We have not yet demonstrated our ability to successfully commence or complete a clinical trial, submit an IND, or submit a biologics license application, or BLA, for a product candidate, obtain regulatory approval for any product candidate, manufacture a product at a commercial-scale or arrange for a third party to do so on our behalf, or conduct sales, marketing, and distribution activities necessary for successful product commercialization. Consequently, any assumptions you make about our future success or viability may not be as informed as they could be if we had a longer operating history.

We have incurred significant operating losses since our inception and expect to incur significant losses for the foreseeable future.

We have incurred significant operating losses since our inception. If our product candidates are not successfully developed and approved, we may never generate any revenue. Our net losses for the years ended December 31, 2021 and 2020 were $95.8 million and $53.6 million, respectively. As of December 31, 2021, we had an accumulated deficit of $388.2 million.

Substantially all of our losses have resulted from expenses incurred in connection with our research and development programs, the acquisition of IPR&D from Prior Century and from general and administrative costs associated with our operations. All of our product candidates will require the expenditure of substantial additional development time and resources before we would be able to apply for or receive regulatory approvals and begin realizing product sales. We expect to continue to incur losses for the foreseeable future, and we anticipate these losses will increase as we continue our development of, seek regulatory approval for, and potentially commercialize any of our product candidates and seek to identify, assess, acquire, in-license, or develop additional product candidates. Our prior losses, combined with expected future losses, have had and will continue to have a negative effect on our stockholders' deficit and working capital.

We expect that it will be several years, if ever, before we have a commercialized product. We anticipate that our expenses will increase substantially if, and as, we:

- continue to advance our induced pluripotent stem cells, or iPSC-derived allogeneic, cell therapy platforms;
- continue preclinical development of, and initiate clinical development of CNTY-101 and our other product candidates;
- seek to discover and develop additional product candidates;
- establish and validate our own clinical-scale current good manufacturing practices, or cGMP, facilities;
- seek regulatory approvals for any of our other product candidates that successfully complete clinical trials;
- maintain, expand, protect, and enforce our intellectual property portfolio;
- acquire or in-license other product candidates and technologies;

- incur additional costs associated with operating as a public company, which will require us to add operational, financial, and management information systems and personnel, including personnel to support our drug development, any future commercialization efforts, and our transition to a public company; and

- increase our employee headcount and related expenses to support these activities.

We may never succeed in any or all of these activities and, even if we do, we may never generate revenue.

We have never generated revenue from product sales and may never achieve or maintain profitability.

We have no product candidates in clinical development or approved for commercial sale and have not generated any revenue. To become and remain profitable, we must develop and eventually commercialize product candidates with significant market potential, which will require us to be successful in a range of challenging activities. These activities can include completing preclinical studies and initiating and completing clinical trials of our product candidates, obtaining marketing approval for these product candidates, manufacturing, marketing, and selling those products that are approved and satisfying any post-marketing requirements. We may never succeed in any or all of these activities and, even if we do, we may never generate sufficient revenues to achieve profitability. Because of the numerous risks and uncertainties associated with biologics product development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve profitability.

Even if we do achieve profitability, we may not be able to sustain or increase profitability. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to raise capital, maintain our research and development efforts, expand our business, or continue our operations.

We will require additional funding in order to finance operations. If we are unable to raise capital when needed, or on acceptable terms, we could be forced to delay, reduce, or eliminate our product development programs or commercialization efforts.

Developing biopharmaceutical products, including conducting preclinical studies and clinical trials, is a very time-consuming, expensive, and uncertain process that takes years to complete. Our operations have consumed substantial amounts of cash since inception, and we expect our expenses to increase in connection with our ongoing activities, particularly as we conduct preclinical and clinical trials of, and seek regulatory and marketing approval for, our product candidates. Even if one or more of our product candidates is approved for commercial sale, we anticipate incurring significant costs associated with commercializing any approved product candidate. We have financed our operations primarily through private placements of our securities and our initial public offering of common stock, or IPO, which closed in June 2021. We intend to use the proceeds from our IPO to, among other uses, fund research and development of our product candidates and development programs, including our preclinical and clinical development of CNTY-101, CNTY-103, CNTY-102, CNTY-104 and CNTY-106. Our research and development expenses increased from $39.7 million for the year ended December 31, 2020 to $75.7 million for the year ended December 31, 2021. As of December 31, 2021, we had cash, and cash equivalents of $56.4 million and investments of $302.3 million. Based on our research and development plans, we believe our existing cash, cash equivalents and investments, including the $150 million received in the first quarter of 2022 from Bristol-Myers Squibb, will be sufficient to fund our operating expenses and capital expenditures requirements into 2025.

Attempting to secure additional financing will divert our management from our day-to-day activities, which may impair or delay our ability to develop our product candidates. In addition, demands on our cash resources may change as a result of many factors currently unknown to us including, but not limited to, any unforeseen costs we may incur as a result of preclinical study or clinical trial delays due to the ongoing COVID-19 pandemic or other causes, and we may need to seek additional funds sooner than planned. If we are unable to obtain funding on a timely basis or at all, we may be required to significantly curtail or stop one or more of our research or development programs.

Raising additional capital may cause dilution to our stockholders, restrict our operations or require us to relinquish rights to our technologies or product candidates.

Until and unless we can generate substantial product revenue, we expect to finance our cash needs through a combination of equity offerings and debt financings, and potentially through additional license and development agreements or strategic partnerships or collaborations with third parties. Financing may not be available in sufficient amounts or on reasonable terms. In addition, market volatility resulting from the ongoing COVID-19 pandemic, political unrest and hostilities, or other factors could adversely impact our ability to access capital as and when needed. We have no commitments for any additional financing, and will likely be required to raise such financing through the sale of additional securities. If we sell equity or equity-linked securities, our current stockholders may be diluted, and the terms may include liquidation or other preferences that are senior to or otherwise adversely affect the rights of our stockholders. Moreover, if we issue debt, we may need to dedicate a substantial portion of our operating cash flow to paying principal and interest on such debt and we may need to comply with operating restrictions, such as limitations on incurring additional debt, which could impair our ability to acquire, sell, or license intellectual property rights and impede our ability to conduct our business. Furthermore, the issuance of additional securities, whether equity or debt, by us, or the possibility of such issuance, may cause the market price of our common stock to decline.

If we raise funds through additional licensing or collaboration arrangements with third parties, we may have to relinquish valuable rights to our product candidates or grant licenses under our intellectual property on terms that are not favorable to us. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. Because of the numerous risks and uncertainties associated with product development, we are unable to predict the timing or amount of increased expenses or when or if we will be able to achieve or maintain profitability.

Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited.

To the extent that we continue to generate taxable losses, subject to certain limitations, unused losses will carryforward to offset future taxable income, if any, until such unused losses expire. Under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, if a corporation undergoes an ownership change (generally defined as a greater than 50 percentage points change (by value) in its equity ownership over a rolling three-year period), the corporation's ability to use its pre-change net operating losses and other pre-change tax attributes to offset its post-change income may be limited. We believe that Prior Century or we may have experienced an ownership change in the past, which may affect our ability to utilize our net operating loss carryforwards. In addition, we may experience ownership changes in the future as a result of shifts in our stock ownership, some of which are outside our control. Similar limitations will apply to our ability to carry forward any unused tax credits to offset future taxable income.

Our Option Agreement with Bayer HealthCare LLC may require us to sell certain of our product candidates, which may limit the value we could generate from our product candidates.

We are party to an option agreement, or the Option Agreement, with Bayer HealthCare LLC, or Bayer, pursuant to which Bayer was granted certain bidding rights relating to the potential transfer of rights with respect to certain product candidates being researched and developed by us which are comprised of allogeneic iPSC-derived natural killer cells, macrophages or dendritic cells, which we refer to as the Research Products. Under the Option Agreement, Bayer was granted a right of first refusal, or ROFR, to submit bids for the transfer or license of rights to research, develop and/or commercialize certain Research Products, which we refer to as the Research Product Rights. The Research Products include CNTY-101, CNTY-103 and any other product candidate comprised of iNK cells that we develop in the future. Bayer may exercise its ROFR for up to four of the first ten Research Products for which an IND is submitted, subject to certain limitations.

If Bayer exercises its ROFR for one of our Research Products, we may be required to transfer such Research Product (by sale, license, or other structure to be negotiated) to Bayer for a market value as determined by our board of directors, and such determination of market value may ultimately prove to be lower than the actual realizable value of applicable Research Product. There can be no guarantee that we will utilize the proceeds received in connection with the exercise of Bayer's ROFR in a manner which will provide us with greater value than if we had retained the Research Product or sold such Research Product to another party. Any failure to realize or utilize the full value of our Research Products due to the Option Agreement could have a material adverse effect on our business, financial condition, and results of operation.

Unstable market and economic conditions may have serious adverse consequences on our business, financial condition, and stock price.

Global financial markets have recently and may continue to experience extreme volatility and disruptions, declines in consumer confidence, declines in economic growth, increases in unemployment rates and uncertainty about economic stability as a result of the ongoing COVID-19 pandemic, political unrest and other factors beyond control. There can be no assurance that further deterioration in credit and financial markets and confidence in economic conditions will not occur. Our general business strategy and ability to raise capital may be adversely affected by any such economic downturn, volatile business environment, or continued unpredictable and unstable market conditions. If the current equity and credit markets deteriorate, it may make any necessary debt or equity financing more difficult, more costly, and more dilutive. Failure to secure any necessary financing in a timely manner and on favorable terms could have a material adverse effect on our growth strategy, financial performance, and stock price and could require us to delay or abandon clinical development plans. In addition, there is a risk that one or more of our current service providers, manufacturers, and other partners may not survive these difficult economic times, which could directly affect our ability to attain our operating goals on schedule and on budget.

In addition, the stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies, including in connection with the ongoing COVID-19 pandemic, which has resulted in decreased stock prices for many companies notwithstanding the lack of a fundamental change in their underlying business models or prospects. These fluctuations have often been unrelated or disproportionate to the operating performance of those companies. Further, the impacts of political unrest, including as a result geopolitical tension, such as a deterioration in the relationship between the United States and China or escalation in conflict between Russia and Ukraine, including any additional sanctions, export controls or other restrictive actions that may be imposed by the United States and/or other countries against governmental or other entities in, for example, Russia, also could lead to disruption, instability and volatility in the global markets, which may have an adverse impact on our business or ability to access the capital markets. Broad market and industry factors, including potentially worsening economic conditions and other adverse effects, or developments relating to the ongoing COVID-19 pandemic, political, regulatory, and other market conditions, may negatively affect the market price of shares of our common stock, regardless of our actual operating performance.

Risks related to our business and industry

We are very early in our development efforts. Our business is dependent on our ability to advance our current and future product candidates through preclinical studies and clinical trials, obtain marketing approval, and ultimately commercialize them.

We are very early in our development efforts and all of our product candidates are still in preclinical development. Based on CNTY-101 pre-IND feedback from FDA in August 2021, we expect to file an IND for CNTY-101 in mid 2022. We expect to file an IND for CNTY-103 in 2023. Additionally, we are actively engaged in a number of earlier stage discovery programs that may never advance to clinical-stage development. Our ability to generate product revenue, which we do not expect will occur for many years, if ever, will depend heavily on the successful development and eventual commercialization of our product candidates, which may never occur. We currently generate no revenue from product sales and we may never be able to develop or commercialize a marketable product.

Each of our product candidates will require additional preclinical and/or clinical development, regulatory approval in multiple jurisdictions, obtaining manufacturing supply, capacity and expertise, building a commercial organization, or successfully outsourcing commercialization, substantial investment, and significant marketing efforts before we generate any revenue from product sales. Our product candidates must be authorized for marketing by the U.S. Food and Drug Administration, or the FDA, or certain other foreign regulatory agencies before we may commercialize our product candidates.

The clinical and commercial success of our product candidates will depend on several factors, including the following:

- timely and successful completion of preclinical studies, including toxicology studies, biodistribution studies, and minimally efficacious dose studies in animals, where applicable, and in accordance with Good Laboratory Practices, or GLPs;;
- effective INDs or comparable foreign applications that allow commencement of our planned clinical trials or future clinical trials for our product candidates;
- successful enrollment and completion of clinical trials, including under the FDA's current Good Clinical Practices, or cGCPs, and GLPs;
- positive results from our future clinical programs that support a finding of safety and effectiveness and an acceptable risk-benefit profile of our product candidates in the intended populations;
- receipt of marketing approvals from applicable regulatory authorities;
- establishment of arrangements with CMOs for clinical supply and, where applicable, commercial manufacturing capabilities;
- establishment and maintenance of patent and trade secret protection, and/or regulatory exclusivity for our product candidates
- commercial launch of our product candidates, if approved, whether alone or in collaboration with others;
- acceptance of the benefits and use of our product candidates, including method of administration, if and when approved, by patients, the medical community, and third-party payors;
- effective competition with other therapies;
- establishment and maintenance of healthcare coverage and adequate reimbursement and patients' willingness to pay out-of-pocket in the absence of such coverage and adequate reimbursement;
- establishment of a physician training system and network for administration of our product candidates;

- enforcement and defense of intellectual property rights and claims; and
- maintenance of a continued acceptable safety, tolerability, and efficacy profile of our product candidates following approval.

If we do not succeed in one or more of these factors in a timely manner or at all, we could experience significant delays or an inability to successfully commercialize our product candidates, if approved, which would materially harm our business. If we are unable to advance our product candidates to clinical development, obtain regulatory approval, and ultimately commercialize our product candidates, or experience significant delays in doing so, our business will be materially harmed.

Our business is highly dependent on the success of our lead product candidate, CNTY-101 and our other product candidates.

We cannot guarantee that an IND application will be cleared to proceed after submission to the FDA for CNTY-101 or our other product candidates or that CNTY-101 or our other product candidates will be approved for commercialization, on a timely basis or at all. Although certain of our employees have prior experience with clinical trials and regulatory approvals, we have not previously completed any clinical trials or submitted an IND or a BLA to the FDA, or similar regulatory approval filings to comparable foreign authorities, for any product candidate, and we cannot be certain that CNTY-101 or our other product candidates will be successful in clinical trials or receive regulatory approval. The FDA and other comparable global regulatory authorities can delay, limit, or deny approval of a product candidate for many reasons. Any delay in obtaining, or inability to obtain, applicable regulatory approval will delay or harm our ability to successfully initiate clinical trials and commercialize CNTY-101 or our other product candidates and materially adversely affect our business, financial condition, results of operations, and growth prospects.

Furthermore, if our clinical trials of CNTY-101 or our other product candidates encounter safety, efficacy, or manufacturing problems, development delays, regulatory issues, or other problems, our development plans for such product candidates in our pipeline could be significantly impaired, which could materially adversely affect our business, financial condition, results of operations, and growth prospects.

We may also evaluate our product candidates in combination with one or more other cancer therapies that have not yet been approved for marketing by the FDA or similar regulatory authorities outside of the United States. If the FDA or similar regulatory authorities outside of the United States do not approve these other drugs or revoke their approval of, or if safety, efficacy, manufacturing, or supply issues arise with, the drugs we choose to evaluate in combination with any product candidate we develop or combination therapy, we may be unable to obtain approval of or market our product candidates.

Our business depends upon the success of our iPSC-derived allogeneic cell therapy platforms.

Our success depends on our ability to utilize our iPSC-derived allogeneic cell therapy platforms to generate chimeric antigen receptors, or CAR-iNK and CAR-iT cell product candidates, to obtain regulatory approval for product candidates derived from it, and to then commercialize our product candidates addressing one or more indications. Though iPSC-derived cell therapy product candidates have been evaluated by others in clinical trials, our product candidates have never been evaluated in human clinical trials, and we may experience unexpected or adverse results in the future. We are exposed to a number of unforeseen risks and it is difficult to predict the types of challenges and risks that we may encounter during development of our product candidates. All of our product candidates developed from our iPSC allogeneic cell therapy platforms will require significant clinical and non-clinical development, review and approval by the FDA or other regulatory authorities in one or more jurisdictions, substantial investment, access to sufficient commercial manufacturing capacity, and significant marketing efforts before they can be successfully commercialized. If any of our product candidates encounter safety or efficacy problems, developmental delays, or regulatory issues or other problems, such problems could impact the development plans for our other product candidates because all of our product candidates are based on the same core iPSC technology.

Additionally, a key element of our strategy is to use and expand our iPSC allogeneic cell therapy platforms to build a pipeline of product candidates and progress those product candidates through clinical development for the treatment of a variety of different types of diseases. Although our research and development efforts to date have been focused on identifying a pipeline of product candidates, we may not be able to develop product candidates that a regulatory agency, such as the FDA, will consider safe and effective. Even if we are successful in building our pipeline, the potential product candidates that we identify may not be suitable for clinical development, including as a result of being shown to have harmful side effects or other characteristics that indicate that they are unlikely to be approvable or marketable and achieve market acceptance. If we do not successfully develop, obtain approval for, and begin to commercialize any product candidates for which we receive approval, we will face difficulty in obtaining product revenue in future periods, which could result in significant harm to our financial position and adversely affect our share price.

Utilizing CAR-iNK and CAR-iT cells represents a novel approach to immuno-oncology treatment of cancer, and we must overcome significant challenges in order to develop, commercialize, and manufacture our product candidates.

We have concentrated our research and development efforts on developing CAR-iNK and CAR-iT cell therapies. The processes and requirements imposed by the FDA or other applicable regulatory authorities may cause delays and additional costs in obtaining approvals for our product candidates. Because our iPSC-derived allogeneic cell therapy platforms are novel, and cell-based therapies are relatively new, regulatory agencies may lack experience in evaluating our product candidates utilizing CAR-iNK and CAR-iT cells. This novelty may lengthen the regulatory review process, including the time it takes for the FDA to review our IND applications, if and when submitted, increase our development costs, and delay or prevent commercialization of our iPSC-derived allogeneic cell therapy platform products. Additionally, advancing novel immuno-oncology cell therapies creates significant challenges for us, including:

- developing a manufacturing process to produce our cells on a large scale and in a cost-effective manner;

- educating medical personnel regarding the potential side-effect profile of our cells and, as the clinical program progresses, on any observed side effects with the therapy;

- unanticipated technical limitations of our CRISPR-MAD7 gene editing technology; and

- establishing sales and marketing capabilities, as well as developing a distribution network to support the commercialization of any approved products.

We must be able to overcome these challenges in order for us to successfully develop, commercialize, and manufacture our product candidates utilizing CAR-iNK and CAR-iT cells.

We have not yet demonstrated long-term stability of cryopreserved CAR-iNK cells.

We have not yet demonstrated long-term stability of cryopreserved CAR-iNK cells and, therefore, do not know if we will be able to store the cryopreserved cells for extended periods of time. If we are unable to demonstrate long-term stability, we will need to reduce the manufacturing batch size to ensure that the material we produce will be used before it expires. In that case, the scaling of our production processes will not deliver the efficiencies we expect, and the cost per dose of our product candidates will be substantially higher. We may also encounter difficulties not only in developing freezing and thawing methodologies for large-scale use, but also in obtaining the necessary regulatory approvals for using such methodologies in treatment. If we cannot adequately demonstrate similarity of our frozen product to the unfrozen form to the satisfaction of the FDA, we could face substantial delays in our regulatory approvals.

Gene-editing is a rapidly developing technology, and our success is dependent upon our ability to effectively utilize this technology in our product candidates and implement future technological advancements in gene-editing.

We use CRISPR-based nuclease to enable precise editing of the iPSC genome. For CNTY-101, we used the nuclease Cpf-1 but have shifted to CRISPR-MAD7 for all subsequent product candidates, and we may utilize CRISPR-MAD7 for CNTY-101 in the future. We decided to shift to CRISPR-MAD7 because we entered into a license agreement with Inscripta, Inc. and obtained a non-exclusive, royalty-free, irrevocable license to a patent portfolio covering the composition, production and use of CRISPR-MAD7. We have optimized the protocols to produce CRISPR-MAD7 and have achieved similar cutting and HDR efficiencies compared to Cpf-1, but we don't have as much experimental data with CRISPR-MAD7 as we do with Cpf1. We may encounter technical liabilities associated with CRISPR-MAD7 that could force us to use a different CRISPR nuclease which could delay our programs and require us to enter into a license agreement for additional technology, which may not be available on commercially reasonable terms or at all.

Our gene-editing technology may create unintended changes to the DNA such as a non-target site gene-edit, a large deletion, or a DNA translocation, any of which could impact timelines for new product generation. We have developed various genome characterization assays to identify deletions/insertions that can occur as a result of gene editing.

Although we believe CAR-iNK and CAR-iT based therapies do not require further modification to avoid the risk of graft versus host disease, or GvHD, the gene-editing of our product candidates utilizing CAR-iNK and CAR-iT cells may not be successful in limiting the risk of GvHD or premature rejection by patients.

In addition, the cell therapy industry is rapidly developing, and our competitors may introduce new gene-editing technologies that render our technology less attractive. Competitive pressures may force us to implement new gene-editing technologies at a substantial cost or delay in our clinical development process. In addition, our competitors may have greater financial, technical and personnel resources that allow them to implement new gene-editing technologies before we can. We cannot be certain that we will be able to implement new gene-editing technologies on a timely basis or at a cost that is acceptable to us. If we are unable to implement technological advancements consistent with industry standards, our operations and financial condition may be adversely affected.

Our product candidates for which we intend to seek approval as biologic products may face competition sooner than anticipated.

The Affordable Care Act, or the ACA, includes a subtitle called the Biologics Price Competition and Innovation Act of 2009, or BPCIA, which created an abbreviated approval pathway for biological products that are biosimilar to or interchangeable with an FDA-licensed reference biological product. Under the BPCIA, an application for a highly similar or "biosimilar" product may not be submitted to the FDA until four years following the date that the reference product was first approved by the FDA. In addition, the approval of a biosimilar product may not be made effective by the FDA until 12 years from the date on which the reference product was first approved. During this 12-year period of exclusivity, another company may still market a competing version of the reference product if the FDA approves a full BLA for the competing product containing the sponsor's own preclinical data and data from adequate and well-controlled clinical trials to demonstrate the safety, purity, and potency of their product. The law is complex and is still being interpreted and implemented by the FDA. As a result, its ultimate impact, implementation, and meaning are subject to uncertainty. In addition, complexities associated with the larger, and often more complex, structures of biological products such as cell and gene products we are developing, as well as the processes by which such products are manufactured, pose significant hurdles to implementation of the abbreviated approval pathway that are still being worked out by the FDA.

We believe that any of our product candidates approved as a biological product under a BLA should qualify for the 12-year period of exclusivity. However, there is a risk that this exclusivity could be shortened due to congressional action or otherwise, or that the FDA will not consider our product candidates to be reference products for competing products, potentially creating the opportunity for competition sooner than anticipated. Other aspects of the BPCIA, some of which may impact the BPCIA exclusivity provisions, have also been the subject of recent litigation. Moreover, the extent to which a biosimilar, once approved, will be substituted for any one of our reference products in a way that is similar to traditional generic substitution for non-biological products is not yet clear, and will depend on a number of marketplace and regulatory factors that are still developing.

Jurisdictions in addition to the United States have established abbreviated pathways for regulatory approval of biological products that are biosimilar to earlier approved reference products. For example, the European Union has had an established regulatory pathway for biosimilars since 2004. However, biosimilars can only be authorized once the period of data exclusivity on the reference biological medicine has expired.

The increased likelihood of biosimilar competition has increased the risk of loss of innovators' market exclusivity. Due to this risk, and uncertainties regarding patent protection, if our product candidates are approved for marketing, it is not possible to predict the length of market exclusivity for any particular product with certainty based solely on the expiration of the relevant patent(s) or the current forms of regulatory exclusivity. It is also not possible to predict changes in United States regulatory law that might reduce biological product regulatory exclusivity. The loss of market exclusivity for a product would likely materially and negatively affect revenues and we may not generate adequate or sufficient revenues from them or be able to reach or sustain profitability.

Preclinical and clinical development involve a lengthy and expensive process with an uncertain outcome. We may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of our current product candidates or any future product candidates.

All of our product candidates are in preclinical development and their risk of failure is high. It is impossible to predict when or if any of our discovery or product candidates will receive regulatory approval. To obtain the requisite regulatory approvals to commercialize any product candidates, we must demonstrate through extensive preclinical studies and lengthy, complex, and expensive clinical trials that our product candidates are safe and effective in humans. Clinical testing can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process.

The results of preclinical studies and early clinical trials or early cohorts of our clinical trials of our product candidates may not be predictive of the results of later-stage clinical trials or later cohorts of our clinical trials. Our initial clinical trials will begin with relatively small cohorts before expanding in size in subsequent cohorts. The initial cohorts of early-stage clinical trials often involve enrollment of a small number of patients and may not be as predictive as trials with larger cohorts. Additionally, if safety issues arise in an early cohort, we may be delayed or prevented from subsequently expanding into larger trial cohorts. We may be unable to establish clinical endpoints that applicable regulatory authorities would consider clinically meaningful, and a clinical trial can fail at any stage of testing. Differences in trial design between early-stage clinical trials and later-stage clinical trials make it difficult to extrapolate the results of earlier clinical trials to later clinical trials.

Moreover, clinical data is often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in clinical trials have nonetheless failed to obtain marketing approval of their products. A number of companies in the biopharmaceutical industry have suffered significant setbacks in advanced clinical trials due to lack of efficacy or unfavorable safety profiles, notwithstanding promising results in earlier trials. There is typically a high rate of failure of product candidates proceeding through clinical trials. Most product candidates that commence clinical trials are never approved as products and there can be no assurance that any of our future clinical trials, if allowed to proceed, will ultimately be successful or support clinical development of our current or any of our future product candidates.

We may experience delays in initiating or completing clinical trials. We also may experience numerous unforeseen events during, or as a result of, any future clinical trials that we could conduct that could delay or prevent our ability to receive marketing approval or commercialize our lead product candidates or any future product candidates, including:

- regulators or institutional review boards, or IRBs, the FDA, or ethics committees may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;

- we may experience delays in reaching, or fail to reach, agreement on acceptable terms with prospective trial sites and prospective CROs as the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;

- clinical trial sites deviating from trial protocol or dropping out of a trial;

- clinical trials of any product candidates may fail to show safety or efficacy, produce negative or inconclusive results and we may decide, or regulators may require us, to conduct additional preclinical studies or clinical trials or we may decide to abandon product development programs;

- the number of subjects required for clinical trials of any product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate, or subjects may drop out of these clinical trials or fail to return for post-treatment follow-up at a higher rate than we anticipate;

- our third-party contractors may fail to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all, or may deviate from the clinical trial protocol or drop out of the trial, which may require that we add new clinical trial sites or investigators;

- we may elect to, or regulators, IRBs, or ethics committees may require that we or our investigators, suspend or terminate clinical research or trials for various reasons, including noncompliance with regulatory requirements or a finding that the participants in our trials are being exposed to unacceptable health risks;

- the cost of clinical trials of any of our product candidates may be greater than we anticipate;

- the quality of our product candidates or other materials necessary to conduct clinical trials of our product candidates may be inadequate to initiate or complete a given clinical trial;

- our inability to manufacture sufficient quantities of our product candidates for use in clinical trials;

- reports from clinical testing of other therapies may raise safety or efficacy concerns about our product candidates;

- our failure to establish an appropriate safety profile for a product candidate based on clinical or preclinical data for such product candidate as well as data emerging from other studies or trials in the same class as our product candidate; and

- the FDA or applicable foreign regulatory agencies may require us to submit additional data such as long-term toxicology studies, or impose other requirements before permitting us to initiate a clinical trial.

Patient enrollment, a significant factor in the timing of clinical trials, is affected by many factors including the size and nature of the patient population, the number and location of clinical sites we enroll, the proximity of patients to clinical sites, the eligibility and exclusion criteria for the trial, the design of the clinical trial, the inability to obtain and maintain patient consents, the risk that enrolled participants will drop out before completion, competing clinical trials, and clinicians' patients' perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies, including any new drugs or therapeutic biologics that may be approved for the indications being investigated by us, and other factors, such as the ongoing COVID-19 pandemic, over which we have no control. Furthermore, we expect to rely on our collaborators, CROs, and clinical trial sites to ensure the proper and timely conduct of our future clinical trials, including the patient enrollment process, and we have limited influence over their performance. Additionally, we could encounter delays if treating physicians encounter unresolved ethical issues associated with enrolling patients in future clinical trials of our product candidates in lieu of prescribing existing treatments that have established safety and efficacy profiles.

We could also encounter delays if a clinical trial is suspended or terminated by us, the IRBs of the institutions in which such trials are being conducted, or the FDA or other regulatory authorities, or if a clinical trial is recommended for suspension or termination by the Data Safety Monitoring Board for such trial. A suspension or termination may be imposed due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA or other regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a product or treatment, failure to establish or achieve clinically meaningful trial endpoints, changes in governmental regulations or administrative actions, or lack of adequate funding to continue the clinical trial. Clinical studies may also be delayed or terminated as a result of ambiguous or negative interim results. Many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates. Further, the FDA or other regulatory authorities may disagree with our clinical trial design and our interpretation of data from clinical trials, or may change the requirements for approval even after they have reviewed and commented on the design for our clinical trials.

Our product development costs will increase if we experience delays in clinical testing or marketing approvals. We do not know whether any of our clinical trials will begin as planned, will need to be restructured or will be completed on schedule, or at all. Significant clinical trial delays also could shorten any periods during which we may have the exclusive right to commercialize our product candidates and may allow our competitors to bring products to market before we do, potentially impairing our ability to successfully commercialize our product candidates and harming our business and results of operations. Any delays in our clinical development programs may harm our business, financial condition, and results of operations significantly.

As an organization, we have no experience designing or implementing clinical trials. Failure to adequately design a trial, or incorrect assumptions about the design of the trial, could adversely affect the ability to initiate the trial, enroll patients, complete the trial, or obtain regulatory approval on the basis of the trial results, as well as lead to increased or unexpected costs.

The design and implementation of clinical trials is a complex process. While the employees who will implement our clinical trials have experience in the field, we, as an organization, have no experience designing and no experience implementing clinical trials, and we may not successfully or cost-effectively

design and implement clinical trials that achieve our desired clinical endpoints efficiently, or at all. A clinical trial that is not well designed may delay or even prevent initiation of the trial, can lead to increased difficulty in enrolling patients, may make it more difficult to obtain regulatory approval for the product candidate on the basis of the study results, or, even if a product candidate is approved, could make it more difficult to commercialize the product successfully or obtain reimbursement from third-party payors. Additionally, a trial that is not well-designed could be inefficient or more expensive than it otherwise would have been, or we may incorrectly estimate the costs to implement the clinical trial, which could lead to a shortfall in funding.

Interim, topline, or preliminary data from our clinical trials that we announce or publish from time to time may change as more patient data becomes available or as we make changes to our manufacturing processes and are subject to audit and verification procedures that could result in material changes in the final data.

From time to time, we may publicly disclose interim, topline, or preliminary data from our preclinical studies and clinical trials, which is based on a preliminary analysis of then-available data, and the results and related findings and conclusions are subject to change following a more comprehensive review of the data related to the particular study or trial. We also make assumptions, estimations, calculations, and conclusions as part of our analyses of data, and we may not have received or had the opportunity to fully and carefully evaluate all data. Further, modifications or improvements to our manufacturing processes for a therapy may result in changes to the characteristics or behavior of the product candidate that could cause our product candidates to perform differently and affect the results of our ongoing clinical trials. As a result, the topline results that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results, once additional data has been received and fully evaluated. Topline data also remains subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, topline data should be viewed with caution until the final data is available.

Preliminary or interim data from clinical trials is subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Adverse differences between preliminary or interim data and final data could significantly harm our business prospects. Additionally, disclosure of preliminary or interim data by us or by our competitors could result in volatility in the price of our common stock.

Further, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions, or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular product candidate, and our company in general. If the interim, topline, or preliminary data that we report differs from actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize, any of our potential product candidates may be harmed, which could harm our business, operating results, prospects, or financial condition.

We may not be able to file our INDs to commence clinical trials on the timelines we expect, and even if we are able to, the FDA may not permit us to proceed.

We expect our pipeline to yield multiple INDs, including INDs for our CNTY-101, CNTY-103, CNTY-102, CNTY-104 and CNTY-106 product candidates from our iPSC-derived allogeneic cell therapy platforms. We cannot be sure that submission of an IND will result in the FDA allowing testing and clinical trials to begin, or that, once begun, issues will not arise that result in suspension or termination of such clinical trials. The manufacturing of our product candidates remains an emerging and evolving field. Accordingly, we expect chemistry, manufacturing and control related topics, including product specifications, will be a focus of IND reviews, and unfavorable findings may delay or prevent the FDA from allowing us to proceed with clinical trials. Additionally, even if such regulatory authorities agree with the design and implementation of the clinical trials set forth in an IND or clinical trial application, or CTA, we cannot guarantee that such regulatory authorities will not change their requirements in the future.

We are pursuing multiple programs and product candidates in our novel cell therapy development pipeline using an approach that is designed to enable rapid incorporation of new product features. If we elect to incorporate these new features into next-generation product candidates, this may render our existing product candidates obsolete, and we may devote our limited resources in pursuit of a particular program for which there is a greater potential for success and fail to capitalize on development opportunities or product candidates including those which may be more advanced in development.

We focus on the development of programmed cellular immunotherapies for patients with cancer, including off-the-shelf NK- and T-cell product candidates derived from clonal master engineered iPSC lines. Because our iPSC-derived allogeneic cell therapy platforms are designed to enable rapid incorporation of novel functional product features in an evolving clinical setting, we may elect to incorporate these discoveries into next-generation product candidates that render our existing product candidates, including product candidates under clinical development, obsolete. Additionally, because we have limited financial and personnel resources, we may elect or be required to abandon or delay the pursuit of opportunities with existing or future product candidates, including those that may be more advanced in development than those we ultimately elect to pursue. Due to these factors, our spending on current and future research and development programs and product candidates and the scientific innovation arising from these expenditures may not yield commercially viable product candidates.

We intend to study our product candidates in patient populations with significant comorbidities that may result in deaths or serious adverse events or unacceptable side effects and require us to abandon or limit our clinical development activities.

Patients we intend to treat with our product candidates may also receive chemotherapy, radiation, and/or other cell therapy treatments in the course of treatment of their disease, and may therefore experience side effects or adverse events, including death, that are unrelated to our product candidates. While these side effects or adverse events may be unrelated to our product candidates, they may still affect the success of our clinical studies. The inclusion of critically ill patients in our clinical studies may result in deaths or other adverse medical events due to underlying disease or to other therapies or medications that such patients may receive. Any of these events could prevent us from advancing our product candidates through clinical development, and from obtaining regulatory approval, and would impair our ability to commercialize our product candidates, if approved. Any inability to advance our existing product candidates or any other product candidate through clinical development would have a material adverse effect on our business.

We may experience difficulties identifying and enrolling patients in our clinical trials. Difficulty in enrolling patients could delay or prevent clinical trials of CNTY-101 or our other product candidates.

Identifying and qualifying patients to participate in clinical trials of CNTY-101 is critical to our success. The timing of our clinical trials depends in part on the speed at which we can recruit patients to participate in testing CNTY-101, and we may experience delays in our clinical trials if we encounter difficulties in enrollment. The eligibility criteria of our clinical trials may limit the pool of available study participants as it will require patients to have specific characteristics that we can measure to ensure their disease is either severe enough or not too advanced to include them in a clinical trial. The process of finding and diagnosing patients may prove costly. We also may not be able to identify, recruit, and enroll a sufficient number of appropriate patients to complete our clinical trials because of demographic criteria for prospective patients, the perceived risks and benefits of the product candidate under study, the proximity and availability of clinical trial sites for prospective patients, and the patient referral practices of physicians. The availability and efficacy of competing therapies and clinical trials can also adversely impact enrollment. If patients are unwilling to participate in our trials for any reason, the timeline for recruiting patients, conducting trials, and obtaining regulatory approval of potential products may be delayed, the commercial prospects of CNTY-101 or our other product candidates will be harmed, and our ability to generate product revenue from any of these product candidates could be delayed or prevented. Furthermore, our inability to enroll a sufficient number of patients for our clinical trials could result in significant delays or may require us to abandon one or more

clinical trials altogether. Enrollment delays in our clinical trials may result in increased development costs and jeopardize our ability to achieve our clinical development timeline and goals, including the dates by which we will commence, complete, and receive results from clinical trials. Enrollment delays in our clinical trials may also jeopardize our ability to commence sales of and generate revenues from CNTY-101 or our other product candidates. Any of these occurrences may harm our business, financial condition, and prospects significantly.

CNTY-101 and our other product candidates may cause adverse events or undesirable side effects that could delay or prevent its regulatory approval, limit the commercial profile of an approved label, or result in significant negative consequences following marketing approval, if any.

Cell therapy is still a relatively new approach to disease treatment and adverse side effects could develop. There also is the potential risk of delayed adverse events following exposure to cell therapy products due to persistent biologic activity of the genetic material or other components of products used to carry the genetic material.

We are collecting data about CNTY-101 in preclinical studies and will continue to do so in clinical trials, if and when they begin. To date, we have only evaluated CNTY-101 in preclinical mouse models and we therefore do not know the side effect profile of our products in humans. Accordingly, we may experience unexpected side effects and/or higher levels of known side effects in clinical trials, including adverse events known in cell therapies. These include the potential for, among others, cytokine release syndrome, or CRS, and neurotoxicity, or immune effector cell-associated neurotoxicity syndrome. B-cell directed therapies may also demonstrate infusion reactions/hypersensitivity, serious infections, prolonged cytopenias, hypogammaglobulinemia/B-cell aplasia, and secondary malignancies.

Any adverse events or undesirable side effects caused by, or other unexpected properties of, CNTY-101 or our other product candidates could cause us, any future collaborators, an IRB, or ethics committee or regulatory authorities to interrupt, delay, or halt clinical trials of our product candidates and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA or other regulatory authorities. It is possible that as we progress CNTY-101 or our other product candidates through preclinical and clinical development, or as the use of CNTY-101 or our other product candidates become more widespread if it receives regulatory approval, illnesses, injuries, discomforts, and other adverse events that were not observed in preclinical studies or clinical trials, as well as conditions that did not occur or went undetected, will be reported by patients. If such side effects become known later in development or after approval, such findings may harm our business, financial condition, and prospects significantly. Further, if a serious safety issue is identified in connection with the use of CNTY-101 or our other product candidates commercially or in third-party clinical trials elsewhere, such issues may adversely affect the development potential of CNTY-101 or our other product candidates or result in regulatory authorities restricting our ability to develop or commercialize CNTY-101 or our other product candidates.

Further, if CNTY-101 or any of our other product candidates were to receive regulatory approval and we or others identify undesirable side effects caused by the product (or any other product) after the approval, a number of potentially significant negative consequences could result, including:

- regulatory authorities may request that we recall or withdraw the product from the market or may limit the approval of the product through labeling or other means;

- regulatory authorities may require the addition of labeling statements, such as a “black box” warning or a contraindication or a precaution;

- we may be required to change the way the product is distributed or administered, conduct additional clinical trials, or change the labeling of the product;

- we may decide to recall or remove the product from the marketplace;

- we could be sued and/or held liable for injury caused to individuals exposed to or taking our product candidates;

- damage to the public perception of the safety of CNTY-101 or our other product candidates; and

- our reputation may suffer.

Any of these events could prevent us from achieving or maintaining market acceptance of the affected product candidate and could substantially increase the costs of commercializing our product candidates and significantly impact our ability to successfully commercialize our product candidates, if approved, and generate revenues, all of which would materially adversely affect our business, financial condition, and results of operations.

Public opinion and scrutiny of cell-based immuno-oncology therapies for treating cancer, or negative clinical trial results from our cell-based therapy competitors, may impact public perception of our company and product candidates, or impair our ability to conduct our business.

Our iPSC-derived allogeneic cell therapy platforms utilize a relatively novel technology involving the genetic modification of iPSC's and utilization of those modified cells in other individuals, and no iNK cell-based immunotherapy has been approved to date. Public perception may be influenced by claims, such as claims that cell-based immunotherapy is unsafe, unethical, or immoral and, consequently, our approach may not gain the acceptance of the public or the medical community. Negative public reaction to cell-based immunotherapy in general, or negative clinical trial results from our cell-based therapy competitors, could result in greater government regulation and stricter labeling requirements of cell-based immunotherapy products, including any of our product candidates, and could cause a decrease in the demand for any products we may develop. Adverse public attitudes may adversely impact our ability to enroll clinical trials. More restrictive government regulations or negative public opinion could have an adverse effect on our business or financial condition and may delay or impair the development and commercialization of our product candidates or demand for any products we may develop.

Our research and development activities could be affected or delayed as a result of possible restrictions on animal testing.

Certain laws and regulations require us to test our product candidates on animals before initiating clinical trials involving humans. Animal testing activities have been the subject of controversy and adverse publicity. Animal rights groups and other organizations and individuals have attempted to stop animal testing activities by lobbying for legislation and regulation in these areas and by disrupting these activities through protests and other means. To the extent the activities of these groups are successful, our research and development activities may be interrupted, delayed, or become more expensive.

If we do not achieve our projected development goals in the time frames we announce and expect, the commercialization of our product candidates, if approved, may be delayed.

From time to time, we estimate the timing of the accomplishment of various scientific, clinical, regulatory, manufacturing and other product development goals, which we sometimes refer to as milestones. These milestones may include the commencement or completion of preclinical studies and clinical trials and the submission of regulatory filings, including IND submissions. From time to time, we may publicly announce the expected timing of some of these milestones. All of these milestones are, and will be, based on a variety of assumptions. The actual timing of these milestones can vary significantly compared to our estimates, in some cases for reasons beyond our control. We may experience numerous unforeseen events during, or as a result of, any future clinical trials that we conduct that could delay or prevent our ability to receive marketing approval or commercialize our product candidates.

Changes in regulatory requirements, guidance from the FDA and other regulatory authorities, or unanticipated events during our clinical trials of CNTY-101 or our other product candidates may result in changes to preclinical studies or clinical trials or additional preclinical or clinical trial requirements, which could result in increased costs to us and could delay our development timeline.

Regulatory requirements governing biologic drug products, including cell therapy products, are still evolving and it is difficult to determine how long it will take or how much it will cost to obtain regulatory approvals for CNTY-101 or our other product candidates. Changes in regulatory requirements, FDA guidance or guidance from other regulatory agencies, or unanticipated events during our preclinical studies or clinical trials may force us to terminate or adjust our development program.

In addition, the clinical trial requirements of the FDA and foreign regulatory authorities and the criteria these regulators use to determine the safety and efficacy of a product candidate vary substantially according to the type, complexity, novelty, intended use, and market of such product candidates. The regulatory approval process for novel product candidates such as ours can be more expensive and take longer than for other, better known or more extensively studied product candidates. The FDA, or the applicable regulatory authorities, may impose additional preclinical or clinical trial requirements. Amendments to clinical trial protocols would require resubmission to the FDA, or the applicable regulatory authorities as well as IRBs and ethics committees for review and approval, which may adversely impact the cost, timing, or successful completion of a clinical trial. If we experience delays completing, or if we terminate, any of our clinical trials, or if we are required to conduct additional preclinical or clinical trials, the commercial prospects for CNTY-101 or our other product candidates may be harmed and our ability to generate product revenue will be delayed, and it would materially adversely affect our business, financial condition, and results of operations.

In order to market any product outside of the United States, we must comply with numerous and varying regulatory requirements of other countries regarding biologic development and commercialization. The approval process varies from country to country and can involve additional product testing and additional administrative review periods. The time required to obtain approval in other countries might differ from and be longer than that required to obtain FDA approval. Regulatory approval in one country does not ensure regulatory approval in another, but a failure or delay in obtaining regulatory approval in one country may negatively impact the regulatory process in others.

Disruptions at the FDA and other government agencies caused by funding shortages or global health concerns could hinder their ability to hire, retain, or deploy key leadership and other personnel, or otherwise prevent new or modified products from being advanced, developed, cleared or approved, or commercialized in a timely manner or at all, which could negatively impact our business.

The ability of the FDA to review and approve new products or regulatory submissions can be affected by a variety of factors, including government budget and funding levels, statutory, regulatory, and policy changes, the FDA's ability to hire and retain key personnel and accept the payment of user fees, and other events, such as the ongoing COVID-19 pandemic, and the efforts to mitigate it, that may otherwise affect the FDA's ability to perform routine functions. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable. Disruptions at the FDA and other agencies may also slow the time necessary for new biologics or modifications to cleared or approved biologics to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, including for 35 days beginning on December 22, 2018, the United States government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities.

Separately, in response to the COVID-19 pandemic, in March 2020, the FDA announced its intention to postpone most inspections of foreign manufacturing facilities, and on March 18, 2020, the FDA temporarily postponed routine surveillance inspections of domestic manufacturing facilities. Subsequently, on July 10, 2020, the FDA announced its intention to resume certain on-site inspections of domestic manufacturing facilities subject to a risk-based prioritization system. The FDA intends to use this risk-based assessment system to identify the categories of regulatory activity that can occur within a given geographic area, ranging from mission critical inspections to resumption of all regulatory activities. Regulatory authorities outside the United States may adopt similar restrictions or other policy measures in response to the ongoing COVID-19 pandemic. If a prolonged government shutdown occurs, or if global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

We rely, and expect to continue to rely, on third parties to conduct, supervise, and monitor our preclinical studies, and we will rely on third parties to conduct, supervise, and monitor future clinical trials for our product candidates.

We rely on third-party CROs, study sites, and others to conduct, supervise, and monitor our preclinical studies for our product candidates and we expect to rely on third parties to similarly conduct, supervise, and monitor any future clinical trials for our product candidates. We expect to continue to rely on third parties, such as CROs, clinical data management organizations, medical institutions, and clinical investigators, to conduct our preclinical studies, and intend to rely on third parties in connection with the commencement of future clinical trials of our product candidates. Although we have agreements with these third parties governing their activities, we have limited influence over their actual performance and control only certain aspects of their activities. The failure of these third parties to successfully carry out their contractual duties or meet expected deadlines, including as a result of the impact of the ongoing COVID-19 pandemic, could substantially harm our business because we may be delayed in completing or unable to complete the studies required to support future approval of CNTY-101 and our other product candidates, or we may not obtain marketing approval for, or commercialize, CNTY-101 and our other product candidates in a timely manner or at all. Moreover, these agreements might terminate for a variety of reasons, including a failure to perform by the third parties. If we need to enter into alternative arrangements, our product development activities would be delayed and our business, financial condition, results of operations, and prospects may be materially harmed.

Our reliance on these third parties for development activities reduces our control over these activities. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol, legal, regulatory, and scientific standards and our reliance on third parties does not relieve us of our regulatory responsibilities. For example, we will remain responsible for ensuring that each of our preclinical trials and future clinical trials is conducted in accordance with the general investigational plan and protocols for such trial. We must also ensure that our preclinical studies and are conducted in accordance with cGLP regulations, as appropriate. Moreover, the FDA and comparable foreign regulatory authorities require us to comply with cGCPs for conducting, recording, and reporting the results of clinical trials to ensure that data and reported results are credible and accurate and that the rights, integrity, and confidentiality of trial participants are protected. Regulatory authorities enforce these requirements through periodic inspections of trial sponsors, clinical investigators, and trial sites. If we or any of our third parties fail to comply with applicable cGCPs or other regulatory requirements, we or they may be subject to enforcement or other legal actions, the data generated in our preclinical trials and future clinical trials may be deemed unreliable and the FDA, or comparable foreign regulatory authorities may require us to perform additional studies.

In addition, we will be required to report certain financial interests of our third-party investigators if these relationships exceed certain financial thresholds or meet other criteria. The FDA or comparable foreign regulatory authorities may question the integrity of the data from those clinical trials conducted by investigators who may have conflicts of interest.

We cannot assure you that upon inspection by a given regulatory authority, such regulatory authority will determine that any of our clinical trials will comply with the applicable regulatory requirements. In addition, our clinical trials must be conducted with product candidates that were produced under cGMP regulations.

Failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. We also are required to register certain clinical trials and post the results of certain completed clinical trials on a government-sponsored database, www.clinicaltrials.gov, within specified timeframes. Failure to do so can result in enforcement actions and adverse publicity.

The third parties with which we work may also have relationships with other entities, some of which may be our competitors, for whom they may also be conducting trials or other therapeutic development activities that could harm our competitive position. In addition, such third parties are not our employees, and except for remedies available to us under our agreements with such third parties we cannot control whether or not they devote sufficient time and resources to our ongoing developmental and preclinical programs. If these third parties do not successfully carry out their contractual duties, meet expected deadlines, or conduct our preclinical studies or future clinical trials in accordance with regulatory requirements or our stated protocols, if these parties are adversely impacted by the ongoing COVID-19 pandemic limiting or materially affecting their ability to carry out their contractual duties, if they need to be replaced or if the quality or accuracy of the data they obtain is compromised due to the failure to adhere to our protocols, regulatory requirements or for other reasons, our preclinical and future clinical trials may be repeated, extended, delayed, or terminated; we may not be able to obtain, or may be delayed in obtaining, marketing approvals for CNTY-101 and our other product candidates; we may not be able to, or may be delayed in our efforts to, successfully commercialize CNTY-101 or our other product candidates; or we or they may be subject to regulatory enforcement actions. As a result, our results of operations and the commercial prospects for CNTY-101 and our other candidates would be harmed, our costs could increase and our ability to generate revenues could be delayed. To the extent we are unable to successfully identify and manage the performance of third-party service providers in the future, our business, financial condition, results of operations, and prospects may be materially harmed.

If any of our relationships with these third parties terminate, we may not be able to enter into arrangements with alternative providers or to do so on commercially reasonable terms. Switching or adding additional third parties involves additional cost and requires management's time and focus. In addition, there is a natural transition period when a new third party commences work. As a result, delays could occur, which could compromise our ability to meet our desired development timelines.

We may expend our limited resources to pursue a particular product candidate or indication and fail to capitalize on product candidates or indications that may be more profitable or for which there is a greater likelihood of success.

Because we have limited financial and managerial resources, we focus on research programs, therapeutic platforms, and product candidates that we identify for specific indications. As a result, we may forego or delay our pursuit of opportunities with other therapeutic platforms or product candidates or for other indications that later prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Our spending on current and future research and development programs, therapeutic platforms, and product candidates for specific indications may not yield any commercially viable products. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights, including intellectual property rights, to that product candidate through collaboration, licensing, or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights.

We have entered into a Collaboration Agreement with Bristol-Myers Squibb, and pursuant to the terms of that agreement, could become dependent on Bristol-Myers Squibb for development and commercialization activities with respect to certain of our product candidates.

In January 2022, we entered into a Research, Collaboration and License Agreement with Bristol-Myers Squibb, or the Collaboration Agreement, pursuant to which we agreed to collaborate on the research, development and commercialization of iNK and iT cell programs for hematologic malignancies and solid tumors. Pursuant to the Collaboration Agreement, Bristol-Myers Squibb will initially collaborate with us on two collaboration programs and has the option to add up to two additional collaboration programs, for an additional fee. We are responsible for generating development candidates for the collaboration programs with Bristol-Myers Squibb. Once a development candidate meets certain criteria, Bristol-Myers Squibb has the option to exclusively license the development candidates for pre-clinical development, clinical development and commercialization on a worldwide basis. Upon the exercise by Bristol-Myers Squibb of its option for a development candidate, Bristol-Myers Squibb will be responsible for all regulatory, clinical, manufacturing (after a proof of concept clinical trial) and commercialization activities with respect to that development candidate, subject to the terms of the Collaboration Agreement. Bristol-Myers Squibb may elect not to exercise its option and we may not obtain all the intellectual property rights required to develop the product candidates on our own. We cannot control whether Bristol-Myers Squibb will devote sufficient attention or resources to this collaboration or will proceed in an expeditious manner. Even if the FDA or other regulatory agencies approve any of the licensed product candidates, Bristol-Myers Squibb may elect not to proceed with the commercialization of the resulting product in one or more countries.

Under the Collaboration Agreement, Bristol-Myers Squibb paid us an upfront payment of $100 million. In addition to the upfront payment, we may receive development and regulatory milestone payments of up to an additional $235 million. We will also be eligible to receive up to an additional $500 million in payments upon the achievement of certain sales milestones. We will also be entitled to receive, subject to certain reductions, tiered royalties ranging from high-single digits up to low-teens as percentages net sales, if any, on any licensed product generated pursuant to the Collaboration Agreement. The milestones that trigger a payment or royalties under the Collaboration Agreement may never be reached and failure to do so could harm our business and financial condition.

Bristol-Myers Squibb has customary rights to terminate the Collaboration Agreement and if Bristol-Myers Squibb terminates the Collaboration Agreement, it will result in a delay in or could prevent us from developing or commercializing certain product candidates. Further, disputes may arise between us and Bristol-Myers Squibb, which may delay or cause the termination of this collaboration, result in significant litigation, cause Bristol-Myers Squibb to act in a manner that is not in our best interest or cause us to seek another collaborator or proceed with development, commercialization and funding on our own. If we seek a new collaborator but are unable to do so on acceptable terms, or at all, or do not have sufficient funds to conduct the development or commercialization of such development candidates we may have to curtail or abandon that development or commercialization, which could harm our business.

We may explore strategic collaborations that may never materialize or we may be required to relinquish important rights to and control over the development and commercialization of our product candidates to any future collaborators.

Our business strategy includes leveraging our strategic partnership with Bristol-Myers Squibb and FUJIFILM Cellular Dynamics Inc., or FCDI, and may include additional future partnerships for product development, product commercialization, manufacturing or other strategic objectives. As a result, we may in the future determine to collaborate with additional companies for development and potential commercialization of one or more therapeutic products. At the current time however, we cannot predict what form such a strategic collaboration might take. We are likely to face significant competition in seeking appropriate strategic collaborators, and strategic collaborations can be complicated and time-consuming to negotiate and document.

We may not be able to negotiate strategic collaborations on acceptable terms, if at all. Our ability to reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. If we are unable to reach agreements with suitable collaborators on a timely basis, on acceptable terms, or at all, we may have to curtail the development of a product candidate, reduce or delay one or more of our other development programs, delay our potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to fund and undertake development or commercialization activities on our own, we may need to obtain additional expertise and additional capital, which may not be available to us on acceptable terms or at all. If we fail to enter into collaborations and do not have sufficient funds or expertise to undertake the necessary development and commercialization activities, we may not be able to further develop our product candidates or bring them to market or continue to develop our technology platforms and our business may be materially and adversely affected.

If and when we collaborate with a third party for development and commercialization of a product candidate, we can expect to relinquish some or all of the control over the future success of that product candidate to the third party. We are unable to predict when, if ever, we will enter into any strategic partnerships because of the numerous risks and uncertainties associated with establishing them, including:

- expenditure of substantial operational, financial and management resources;
- dilutive issuances of our securities;
- substantial actual or contingent liabilities; and
- termination or expiration of the arrangement, which would delay the development and may increase the cost of developing our product candidates.

Strategic partners may also delay clinical trials, experience financial difficulties, provide insufficient funding, terminate a clinical trial, or abandon a product candidate, which could negatively impact our development efforts. Additionally, strategic partners may not properly maintain, enforce, or defend our intellectual property rights or may use our proprietary information in a manner that could jeopardize or invalidate our proprietary information or expose us to potential litigation, any of which could adversely affect our business, financial position, and operations.

If our collaborations do not result in the successful development and commercialization of products or if one of our collaborators terminates its agreement with us, we may not receive any future research funding or milestone or royalty payments under the collaboration. All of the risks relating to product development, regulatory approval, and commercialization described in this Annual Report on Form 10-K also apply to the activities of our program collaborators. Additionally, subject to its contractual obligations to us, if one of our collaborators is involved in a business combination, the collaborator may deemphasize or terminate the development or commercialization of any product candidate licensed to it by us. If our collaborator terminates its agreement with us, it may find it more difficult to attract new collaborators.

Risks related to manufacturing

The manufacture and distribution of our iPSC-derived cell product candidates is complex and subject to a multitude of risks. These risks could substantially increase our costs and limit the clinical and commercial supply of our product candidates.

The manufacture and supply of our product candidates involve novel processes that are more complex than those required for most drugs, biologics and other cellular immunotherapies and, accordingly, present significant challenges and are subject to multiple risks. These complex processes include reprogramming

human somatic cells to obtain iPSCs, genetically engineering these iPSCs, and differentiating the iPSCs to obtain the desired product candidate. As a result of the complexities in manufacturing biologics and distributing cell therapies, the cost to manufacture and distribute biologics and cell therapies in general, and our cell product candidates in particular, is generally higher than traditional small molecule chemical compounds. In addition, our cost of goods development is at an early stage. The actual cost to manufacture and process our product candidates could be greater than we expect and could materially and adversely affect the commercial viability of our product candidates.

We have no direct experience in the manufacture of cell-based therapies. We are still developing with third parties optimized and reproducible manufacturing processes for clinical and commercial-scale manufacturing of our product candidates, and none of our manufacturing processes have been validated for commercial production of our product candidates. In addition, we are still optimizing our protocols for the supply and transport of our product candidates for distribution to clinical trial sites. Although we are working to develop reproducible and commercially viable manufacturing processes for our product candidates, and effective protocols for the supply and transport of our product candidates, doing so is a difficult and uncertain task.

We may make changes as we continue to develop and refine the manufacturing and distribution processes for our product candidates for clinical trials and commercialization, and we cannot be sure that even minor changes in these processes will not cause our product candidates to perform differently and affect the results of our ongoing and planned clinical trials or the performance of the product once commercialized. In some circumstances, changes in our manufacturing operations, including to our protocols, processes, materials, or facilities used, may require us to perform additional preclinical or comparability studies, or to collect additional clinical data from patients prior to undertaking additional clinical studies or filing for regulatory approval for a product candidate. These requirements may lead to delays in our clinical development and commercialization plans for our product candidates, and may increase our development costs substantially.

Cell-based therapies depend on the availability of reagents and specialized materials and equipment which in each case are required to be acceptable to the FDA and foreign regulatory agencies, and such reagents, materials, and equipment may not be available to us on acceptable terms or at all. We rely on third-party suppliers for various components, materials, and equipment required for the manufacture of our product candidates and do not have supply arrangements for certain of these components.

Manufacturing our product candidates requires many reagents and other specialty materials and equipment, some of which are manufactured or supplied by small companies with limited resources and experience to support commercial biologics production. To date, we and our clinical cell processing facilities and CMOs have purchased equipment, materials, and disposables, such as automated cell washing devices, automated cell warming units, commercially available media, and cell transfer and wash sets, used for the manufacture of our existing product candidates from third-party suppliers. Some of these suppliers may not have the capacity to support commercial products manufactured under cGMP by biopharmaceutical firms or may otherwise be ill-equipped to support our needs. Reagents and other key materials from these suppliers may have inconsistent attributes and introduce variability into our manufactured product candidates, which may contribute to variable patient outcomes and possible adverse events. We rely on the general commercial availability of materials required for the manufacture of our product candidates, and do not have supply contracts with many of these suppliers and may not be able to obtain supply contracts with them on acceptable terms or at all. Even if we are able to enter into such contracts, we may be limited to a sole third party for the supply of certain required components, including our pharmacologic modulators and components for our cell processing media. As a result of the ongoing COVID-19 pandemic, the business and operations of our suppliers may be disrupted or delayed, and we in turn may experience disruptions or delays in our supply chain. An inability to continue to source product from any of these suppliers, which could be due to the impacts of the ongoing COVID-19 pandemic, regulatory actions, or requirements affecting the supplier, adverse financial or other strategic developments experienced by a supplier, labor disputes or shortages, unexpected demands, or quality issues, could adversely affect our ability to satisfy demand for our product

candidates, which could adversely and materially affect our product sales and operating results or our ability to conduct clinical trials, either of which could significantly harm our business.

If we are required to change suppliers, or modify the components, equipment, materials, or disposables used for the manufacture of our product candidates, we may be required to change our manufacturing operations or clinical trial protocols or to provide additional data to regulatory authorities in order to use any alternative components, equipment, materials, or disposables, any of which could set back, delay, or increase the costs required to complete our clinical development and commercialization of our product candidates. Additionally, any such change or modification may adversely affect the safety, efficacy, stability, or potency of our product candidates, and could adversely affect our clinical development of our product candidates and harm our business.

We currently rely on third parties for the manufacture of our product candidates for development, however, we intend to operate our own manufacturing facility in the future for the production of certain of our product candidates.

We currently do not operate manufacturing facilities and rely on FCDI for the manufacture of our product candidates and CMOs for the manufacture of related raw materials for clinical and preclinical development. If we are unable to successfully construct our own manufacturing facilities, we expect to rely on third parties for commercial manufacture if any of our product candidates receive marketing approval. We have partnered with FCDI for the manufacture and supply of our product candidates for future clinical development, as well as to establish commercial supplies of our product candidates, if approved. If either of our Manufacturing Agreement or Master Collaboration Agreement with FCDI terminates, and if we need to enter into alternative arrangements, our product development activities would be delayed and our business, financial condition, results of operations, and prospects may be materially harmed. We completed construction of our own 53,000 square foot cGMP manufacturing facility in Branchburg, New Jersey in early 2022. We are now completing the fit-out and qualifications for the facility, but there can be no assurance the facility will become operational on schedule.

The facilities used by us, FCDI, and any other manufacturers with which we may collaborate must be approved by the FDA pursuant to inspections that will be conducted after we submit a BLA to the FDA. For manufacturing facilities in which we do not operate, we do not control the manufacturing process of, and are completely dependent on, CMOs for compliance with cGMP requirements for the manufacture of biologic products. If these CMOs cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or others, they will not be able to secure and/or maintain regulatory approval for their manufacturing facilities. In addition, we have no control over the ability of CMOs to maintain adequate quality control, quality assurance, and qualified personnel. If the FDA or a comparable foreign regulatory authority does not approve these facilities for the manufacture of our product candidates or if it withdraws any such approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain regulatory approval for or market our product candidates, if approved. Our failure, or the failure of our CMO, to comply with applicable regulations could result in sanctions being imposed on us, including clinical holds, fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, seizures or recalls of product candidates or products, operating restrictions, and criminal prosecutions, any of which could significantly and adversely affect supplies of our product candidates.

Our or a CMO’s failure to execute on our manufacturing requirements, to do so on commercially reasonable terms and comply with cGMP could adversely affect our business in a number of ways, including:

- an inability to initiate or continue clinical trials of CNTY-101 or our other product candidates under development;

- delay in submitting regulatory applications, or receiving marketing approvals, for our product candidates;

- subjecting third-party manufacturing facilities or our manufacturing facilities to additional inspections by regulatory authorities;

- requirements to cease development or to recall batches of our product candidates; and

- in the event of approval to market and commercialize CNTY-101 or our other product candidates, an inability to meet commercial demands for CNTY-101 or our other product candidates.

Any performance failure on the part of us or our existing or future CMOs could delay clinical development or marketing approval, and any related remedial measures may be costly or time-consuming to implement. If our current CMOs cannot perform as agreed, we may be required to replace such manufacturers and we may be unable to replace them on a timely basis or at all.

Our current and anticipated future dependence upon CMOs for the manufacture of our product candidates or products may adversely affect our future profit margins and our ability to commercialize any products that receive marketing approval on a timely and competitive basis.

Delays in commissioning and receiving regulatory approvals for our manufacturing facilities could delay our development plans and thereby limit our ability to generate revenues.

We believe that internal cGMP manufacturing is important to facilitate clinical product supply, lower the risk of manufacturing disruptions, and enable more cost-effective manufacturing. We believe our Branchburg, New Jersey facility, once complete, will allow us to supply certain of our product candidates needed for our early-stage clinical trials and preclinical studies. The design, construction, qualification, and regulatory approvals for such facilities require substantial capital and technical expertise and any delay could limit our development activities and our opportunities for growth, or negatively impact our financial results.

Furthermore, our manufacturing facility will be subject to ongoing, periodic inspection by the FDA and other comparable regulatory agencies to ensure compliance with cGMP. Our failure to follow and document our adherence to these regulations or other regulatory requirements may lead to significant delays in the availability of products for clinical use or may result in the termination of or a hold on a clinical study. Failure to comply with applicable regulations could also result in sanctions being imposed on us, including fines, injunctions, civil penalties, a requirement to suspend or put on hold one or more of our clinical trials, failure of regulatory authorities to grant marketing approval of our product candidates, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates, operating restrictions, and criminal prosecutions, any of which could materially adversely affect our business, financial condition, results of operations, and growth prospects.

We also may encounter problems with the following:

- complying with regulations regarding donor traceability, manufacturing, release of product candidates and other requirements from regulatory authorities outside the United States;

- achieving adequate or clinical-grade materials that meet regulatory agency standards or specifications with consistent and acceptable production yield and costs;

- bacterial, fungal, or viral contamination in our manufacturing facility; and

- shortages of qualified personnel, raw materials, or key contractors.

Our product candidates, if approved by applicable regulatory authorities, may require significant commercial supply to meet market demand. In these cases, we may need to increase, or “scale up,” the production process by a significant factor over the initial level of production. If we fail to develop sufficient manufacturing capacity and experience, whether internally or with a third party, are delayed in doing so, or fail to

manufacture our product candidates economically or on reasonable scale or volumes, or in accordance with cGMP, or if the cost of this scale-up is not economically feasible, our development programs and commercialization of any approved products will be materially adversely affected and we may not be able to produce our product candidates in a sufficient quantity to meet future demand and our business, financial condition, results of operations, and growth prospects may be materially adversely affected.

We are dependent on third parties to store our CAR-iNK and CAR-iT cells and master and working cell banks of the engineered iPSC cells.

The CAR-iNK and CAR-iT cells and the master and working cell banks of the engineered iPSC cells are stored in freezers at third-party biorepositories and will also be stored in our freezers at our production facility if and when it becomes operational. If these materials are damaged at these facilities, including by the loss or malfunction of these freezers or our back-up power systems, as well as by damage from fire, power loss or other natural disasters, we would need to establish replacement CAR-iNK and CAR-iT cells and master and working cell banks of the engineered iPSC cells, which would impact clinical supply and delay patient treatment. If we are unable to establish replacement materials, we could incur significant additional expenses and liability to patients whose treatment is delayed, and our business could suffer.

Risks related to commercialization of our product candidates

If we are unable to successfully commercialize CNTY-101 or any of our other product candidates for which we receive regulatory approval, or experience significant delays in doing so, our business will be materially harmed.

If we are successful in obtaining marketing approval from applicable regulatory authorities for CNTY-101 or any of our other product candidates, our ability to generate revenues from such product candidates will depend on our success in:

- launching commercial sales of our product candidates, whether alone or in collaboration with others;
- receiving an approved label with claims that are necessary or desirable for successful marketing, and that does not contain safety or other limitations that would impede our ability to market our product candidates;
- creating market demand for our product candidates through marketing, sales, and promotion activities;
- hiring, training, and deploying a sales force or contracting with third parties to commercialize our product candidates;
- manufacturing, either on our own or through third parties, product candidates in sufficient quantities and at acceptable quality and cost to meet commercial demand at launch and thereafter;
- establishing and maintaining agreements with wholesalers, distributors, and group purchasing organizations on commercially reasonable terms;
- creating partnerships with, or offering licenses to, third parties to promote and sell product candidates in foreign markets where we receive marketing approval;
- obtaining, maintaining, protecting, and enforcing patent and trade secret protection and regulatory exclusivity for our product candidates;

- achieving market acceptance of our product candidates by patients, the medical community, and third-party payors;
- achieving appropriate reimbursement for our product candidates, if approved;
- effectively competing with other therapies; and
- maintaining an acceptable tolerability profile of our product candidates following launch.

To the extent we are not able to do any of the foregoing, our business, financial condition, results of operations, and prospects will be materially harmed.

We face significant competition, and if our competitors develop product candidates more rapidly than we do or their product candidates are more effective, our ability to develop and successfully commercialize products may be adversely affected.

The biopharmaceutical and pharmaceutical industries are characterized by rapid innovation, intense and dynamic competition and a strong emphasis on proprietary and novel products and product candidates. While we believe that our technology, scientific knowledge, and experience in the field of cellular immunotherapy provide us with competitive advantages, we face potential competition from many different sources, including major pharmaceutical, specialty pharmaceutical and biopharmaceutical companies, academic institutions, governmental agencies, and public and private research institutions, as well as standard-of-care treatments, and new products undergoing development and combinations of existing and new therapies. Any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies, including combinations thereof, that may become available in the future. We compete with these organizations to recruit management, scientists, and clinical development personnel, which could negatively affect our level of expertise and our ability to execute our business plan. We will also face competition in establishing clinical trial sites, enrolling subjects for clinical trials, and in identifying and in-licensing new product candidates. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies.

We are developing off-the-shelf cell therapies by differentiating engineered iPSC into NK-, T-, or other immune cells for the treatment of various cancers. While we believe our genetically-engineered immune effector cell therapies derived from iPSC are highly differentiated, a number of companies are currently focused on the development of cellular immunotherapies for the treatment of cancer. In addition, because reprogramming technology and gene editing technology are available on a non-exclusive basis, the number of companies developing iPSC-derived products and products using gene editing technology is expected to increase, which will increase competitive pressure on us. Moreover, the reprogramming technology licensed to us from FCDI and the gene editing technology licensed to us from Inscripta, Inc. are each licensed to us on a non-exclusive basis, and therefore third parties may obtain licenses to the same technology to compete with us.

Large pharmaceutical companies that have commercialized or are developing immunotherapies to treat cancer include AstraZeneca, Bristol-Myers Squibb, Gilead Sciences, Merck, Novartis, Pfizer, and Roche/Genentech. Companies that compete with us directly on the level of the development of product candidates targeting B-cell lymphomas include Gilead Sciences, Novartis and Bristol-Myers Squibb, among others. Companies developing therapeutic candidates to treat glioblastomas include Arbor Pharmaceuticals and Genentech. On the technology level, other emerging biopharmaceutical companies which can potentially develop competing cell therapy candidates to treat cancer include Fate Therapeutics, Allogene Therapeutics, CRIPSR Therapeutics, Caribou Biosciences, Shoreline Biosciences, Sana Biotechnology and Nkarta Therapeutics.

Many of our competitors have significantly greater financial, technical, manufacturing, marketing, sales, and supply resources or experience than we do. If we successfully obtain approval for any product candidate, we will face competition based on many different factors, including the safety and effectiveness of our products, the ease with which our products can be administered and the extent to which patients accept relatively new routes of administration, the timing and scope of regulatory approvals for these products, the availability and cost of manufacturing, marketing and sales capabilities, price, reimbursement coverage, and patent position. Competing products could present superior treatment alternatives, including by being more effective, safer, more convenient, less expensive, or marketed and sold more effectively than any products we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. Competitive products may make any products we develop obsolete or noncompetitive before we recover the expense of developing and commercializing our product candidates. If we are unable to compete effectively, our opportunity to generate revenue from the sale of our products we may develop, if approved, could be adversely affected.

We expect to face uncertainty regarding the pricing of our existing product candidates and any other product candidates that we may develop, and for which we may receive approval.

Due to the novel nature of our product candidates, we face significant uncertainty as to the pricing of any such products for which we may receive marketing approval. While we anticipate that pricing for any product candidates that we develop will be relatively high due to their anticipated use in the prevention or treatment of life-threatening diseases where therapeutic options are limited, the biopharmaceutical industry has recently experienced significant pricing pressures, including in the area of orphan drug products. In particular, drug pricing and other healthcare costs continue to be subject to intense political and societal pressures, which we anticipate will continue and escalate on a global basis. These pressures may result in harm to our business and reputation, cause our stock price to decline or experience periods of volatility, and adversely affect results of operations and our ability to raise funds.

In addition, we expect to experience pricing pressures in connection with the pricing of any of our product candidates due to the trend toward managed healthcare, the increasing influence of health maintenance organizations, and additional legislative changes. The downward pressure on healthcare costs in general, particularly prescription medicines, medical devices and surgical procedures and other treatments, has become very intense. As a result, increasingly high barriers are being erected to the successful commercialization of new products. Further, the adoption and implementation of any future governmental cost containment or other health reform initiative may result in additional downward pressure on the price that we may receive for any approved product.

The insurance coverage and reimbursement status of newly-approved products is uncertain. Failure to obtain or maintain adequate coverage and reimbursement for new products could limit our product revenues.

Our ability to commercialize any of our product candidates successfully will depend in part on the extent to which reimbursement for these products and related treatments will be available from government health administration authorities, private health insurers, and other organizations. In the United States, the principal decisions about reimbursement for new therapies are typically made by Centers for Medicare and Medicaid Services, or CMS, an agency within the United States Department of Health and Human Services. CMS decides whether and to what extent a new therapy will be covered and reimbursed under Medicare, and private payors tend to follow CMS determinations to a substantial degree. The availability and extent of reimbursement by governmental and private payors is essential for most patients to be able to afford expensive treatments, such as cellular immunotherapy. There is significant uncertainty related to the insurance coverage and reimbursement of newly approved products by government and third-party payors. In particular, there is no body of established practices and precedents for reimbursement of cellular immunotherapies, and it is difficult to predict what the regulatory authority or private payor will decide with respect to reimbursement levels for novel products such as ours. Our products may not qualify for coverage

or direct reimbursement, or may be subject to limited reimbursement. If reimbursement or insurance coverage is not available, or is available only to limited levels, we may not be able to successfully commercialize our product candidates, if approved. Even if coverage is provided, the approved reimbursement amount may not be sufficient to allow us to establish or maintain pricing to generate income.

In addition, reimbursement agencies in foreign jurisdictions may be more conservative than those in the United States. Accordingly, in markets outside the United States, the reimbursement for our product candidates, if approved, may be reduced compared with the United States and may be insufficient to generate commercially reasonable revenues and profits. Moreover, increasing efforts by governmental and third-party payors, in the United States and abroad, to cap or reduce healthcare costs may cause such organizations to limit both coverage and level of reimbursement for new products approved, and as a result, they may not cover or provide adequate payment for our product candidates. Failure to obtain or maintain adequate reimbursement for any products for which we receive marketing approval will adversely affect our ability to achieve commercial success, and could have a material adverse effect on our operating results, our ability to raise capital needed to commercialize products, and our overall financial condition.

Even if we obtain regulatory and marketing approval for a product candidate, our product candidates will remain subject to regulatory oversight.

Even if we receive marketing and regulatory approval for CNTY-101 or any of our other product candidates, regulatory authorities may still impose significant restrictions on the indicated uses or marketing or impose ongoing requirements for potentially costly post-approval studies. CNTY-101 and our other product candidates will also be subject to ongoing regulatory requirements for manufacturing, labeling, packaging, storage, advertising, promotion, sampling, record-keeping, and submission of safety and other post-market information. The FDA has significant post-market authority, including, for example, the authority to require labeling changes based on new safety information and to require post-market studies or clinical trials to evaluate serious safety risks related to the use of a biologic. Any regulatory approvals that we receive for CNTY-101 or our other product candidates may also be subject to a risk evaluation and mitigation strategy, or REMS, limitations on the approved indicated uses for which the product may be marketed or to the conditions of approval, or contain requirements for potentially costly post-marketing testing, including post-approval clinical trials, and surveillance to monitor the quality, safety, and efficacy of the product, all of which could lead to lower sales volume and revenue. For example, the holder of an approved BLA is obligated to monitor and report adverse events and any failure of a product to meet the specifications in the BLA. The holder of an approved BLA also must submit new or supplemental applications and obtain FDA approval for certain changes to the approved product, product labeling, or manufacturing process. Advertising and promotional materials must comply with FDA rules and are subject to FDA review, in addition to other potentially applicable federal and state laws.

In addition, product manufacturers and their facilities are subject to payment of user fees and continual review and periodic inspections by the FDA and other regulatory authorities for compliance with cGMP requirements and adherence to commitments made in the BLA or foreign marketing application. If we, or a regulatory authority, discover(s) previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, or problems with the facility where the product is manufactured or disagrees with the promotion, marketing or labeling of that product, a regulatory authority may impose restrictions relative to that product, the manufacturing facility or us, including requiring recall or withdrawal of the product from the market or suspension of manufacturing.

If we or our contractors fail to comply with applicable regulatory requirements following approval of CNTY-101 or our other product candidates, a regulatory authority may:

- issue a warning letter, untitled letter, or Form 483, asserting that we are in violation of the law;
- request voluntary product recalls;

- seek an injunction or impose administrative, civil, or criminal penalties or monetary fines;
- suspend or withdraw regulatory approval;
- suspend any ongoing clinical trials;
- refuse to approve a pending BLA or comparable foreign marketing application (or any supplements thereto);
- restrict the marketing or manufacturing of the product;
- seize or detain the product or otherwise require the withdrawal of the product from the market;
- refuse to permit the import or export of product candidates; or
- refuse to allow us to enter into supply contracts, including government contracts.

Any government investigation of alleged violations of law could require us to expend significant time and resources in response and could generate negative publicity. The occurrence of any event or penalty described above may inhibit our ability to commercialize CNTY-101 or our other product candidates and adversely affect our business, financial condition, results of operations, and prospects.

Even if we receive marketing approval for CNTY-101 or our other product candidates, we may not achieve broad market acceptance.

The commercial success of CNTY-101 or our other product candidates, if developed and approved for marketing by the FDA or comparable foreign regulatory authority, will depend upon the awareness and acceptance of CNTY-101 or such other product candidate among the medical community, including physicians, patients, advocacy groups, and healthcare payors. Market acceptance of our product candidates, if approved, will depend on a number of factors, including, among others:

- the prevalence and severity of any adverse side effects associated with our product candidates;
- limitations or warnings contained in the labeling approved for our product candidates by the FDA or comparable foreign regulatory authority, such as a “black box” warning;
- availability of alternative treatments, including any competitive therapies in development that could be approved or commercially launched prior to approval of our product candidates;
- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the strength of marketing and distribution support and timing of market introduction of competitive products;
- pricing;
- payor acceptance;
- the impact of any future changes to the United States healthcare system;

- the effectiveness of our sales and marketing strategies; and

- the likelihood that the FDA may require development of a REMS, as a condition of approval or post-approval or may not agree with our proposed REMS or may impose additional requirements that limit the promotion, advertising, distribution, or sales of our product candidates.

If CNTY-101 or any of our other product candidates are approved but do not achieve an adequate level of acceptance by patients, advocacy groups, physicians and payors, we may not generate sufficient revenue to become or remain profitable and our business, financial condition, and results of operations could be materially adversely affected. Our efforts to educate the medical community and third-party payors about the benefits of CNTY-101 and our other product candidates may require significant resources and may never be successful.

Even if we receive marketing approval for CNTY-101 or our other product candidates in the United States, we may never receive regulatory approval to market CNTY-101 or our other product candidates outside of the United States.

In order to market any product outside of the United States, we must establish and comply with the numerous and varying safety, efficacy, and other regulatory requirements of other jurisdictions, including potential additional clinical trials and/or preclinical studies. Approval procedures vary among jurisdictions and can involve additional testing and additional administrative review periods. The time required to obtain approvals in other jurisdictions might differ from that required to obtain FDA approval. The marketing approval processes in other jurisdictions may implicate all of the risks detailed above regarding FDA approval in the United States as well as other risks. In particular, in many jurisdictions outside of the United States, products must receive pricing and reimbursement approval before the product can be commercialized. Obtaining this approval can result in substantial delays in bringing products to market in such jurisdictions. Marketing approval in one jurisdiction does not necessarily ensure marketing approval in another, but a failure or delay in obtaining marketing approval in one country may have a negative effect on the regulatory process or commercial activities in others. Failure to obtain marketing approval in other jurisdictions or any delay or other setback in obtaining such approval would impair our ability to market a product candidate in such foreign markets. Any such impairment would reduce the size of our potential market, which could have a material adverse impact on our business, financial condition, results of operations, and prospects.

We may be unable to establish effective marketing, sales and distribution capabilities or enter into agreements with third parties to market and sell CNTY-101 or our other product candidates, if approved.

We currently do not have a commercial infrastructure for the marketing, sale, and distribution of CNTY-101, or our other product candidates. If CNTY-101 or our other product candidates receive marketing approval, we intend to commercialize such product candidates in the United States and potentially in other geographies. In order to commercialize our products, we must build our marketing, sales, and distribution capabilities or make arrangements with third parties to perform these services. We may not be successful in doing so. Should we decide to move forward in developing our own marketing capabilities, we may incur expenses prior to product launch or even approval in order to recruit a sales force and develop a marketing and sales infrastructure. If a commercial launch is delayed as a result of the FDA's or comparable foreign regulatory authority's requirements or for other reasons, we would incur these expenses prior to being able to realize any revenue from sales of CNTY-101 and our other product candidates. Even if we are able to effectively hire a sales force and develop a marketing and sales infrastructure, our sales force and marketing teams may not be successful in commercializing CNTY-101 or our other product candidates. This may be costly, and our investment would be lost if we cannot retain or reposition our sales and marketing personnel.

We may also or alternatively decide to collaborate with third-party marketing and sales organizations to commercialize any approved product candidates in the United States, in which event, our ability to generate product revenues may be limited. To the extent we rely on third parties to commercialize any products for which we obtain regulatory approval, we may receive less revenues than if we commercialized these products ourselves, which could materially harm our prospects. In addition, we would have less control over the sales efforts of any other third parties involved in our commercialization efforts, and could be held liable if they failed to comply with applicable legal or regulatory requirements.

We have no prior experience in the marketing, sale, and distribution of biopharmaceutical products, and there are significant risks involved in building and managing a commercial infrastructure. The establishment and development of commercial capabilities, including compliance plans, to market any products we may develop will be expensive and time-consuming and could delay any product launch, and we may not be able to successfully develop this capability. We will have to compete with other biopharmaceutical and pharmaceutical companies to recruit, hire, train, manage, and retain marketing and sales personnel, which is expensive and time-consuming and could delay any product launch. Developing our sales capabilities may also divert resources and management attention away from product development.

In the event we are unable to develop a marketing and sales infrastructure, we may not be able to commercialize CNTY-101 or our other product candidates, if approved, in the United States or elsewhere, which could limit our ability to generate product revenues and materially harm our business, financial condition, results of operations, and prospects.

If the market opportunities for our product candidates for which we receive marketing approval are smaller than we believe they are, our revenue may be adversely affected, and our business may suffer.

Cancer therapies are sometimes characterized as first-line, second-line, or third-line, and the FDA often approves new therapies initially only for third-line use. When cancer is detected early enough, first-line therapy, usually chemotherapy, hormone therapy, surgery, radiation therapy, or a combination of these, is sometimes adequate to cure the cancer or prolong life without a cure. Second- and third-line therapies are administered to patients when prior therapy is not effective. Initial planned clinical trials are expected to enroll patients who have received other available therapies in order to first evaluate whether the product is safe and whether there is any activity. We do not know at this time whether CNTY-101 or any of our other product candidates will be safe for use in humans or whether they will demonstrate any anti-cancer activity. Subsequently, we plan to conduct additional clinical trials depending on the activity we note in the initial clinical trials. If the activity is sufficient, we may initially seek approval of any product candidates we develop as a therapy for patients who have received one or more prior treatments. Subsequently, for those products that prove to be sufficiently beneficial, if any, we would expect to seek approval potentially in earlier lines of therapy, but there is no guarantee that product candidates we develop, even if approved for later lines of therapy, would be approved for earlier lines of therapy, and, prior to any such approvals, we may have to conduct additional clinical trials.

We focus our research and product development on differentiating engineered iPSC into NK-, T-, or other immune cells for the treatment of various cancers. Our projections of both the number of people who have these cancers, as well as the subset of people with these cancers who have the potential to benefit from treatment with our product candidates, are based on beliefs and estimates. These estimates have been derived from a variety of sources, including the scientific literature, surveys of clinics, patient foundations or market research, and may prove to be incorrect. Further, new trials may change the estimated incidence or prevalence of such cancers. The total addressable market across all of our product candidates will ultimately depend upon, among other things, the diagnosis criteria included in the final label for each of our product candidates approved for sale for these indications, the availability of alternative treatments and the safety, convenience, cost, and efficacy of our product candidates relative to such alternative treatments, acceptance by the medical community and patient access, drug and biologic pricing, and reimbursement. The number of patients in the United States and other major markets and elsewhere may turn out to be lower than expected,

patients may not be otherwise amenable to treatment with our product candidates, for which we receive marketing approval, or new patients may become increasingly difficult to identify or gain access to, all of which would adversely affect our results of operations and our business.

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

Our quarterly and annual operating results may fluctuate significantly, which makes it difficult for us to predict our future operating results. These fluctuations may occur due to a variety of factors, many of which are outside of our control, including, but not limited to:

- the timing and cost of, and level of investment in, research, development, regulatory approval, and commercialization activities relating to CNTY-101 and our other product candidates, which may change from time to time;

- coverage and reimbursement policies with respect to CNTY-101 and our other product candidates, if approved, and potential future drugs or biologics that compete with our products;

- the cost of manufacturing CNTY-101 and our other product candidates, which may vary depending on the quantity of production and the terms of our agreements with CMOs;

- the timing and amount of the milestone or other payments we must make to the licensors and other third parties from whom we have in-licensed or acquired our product candidates;

- the level of demand for any approved products, which may vary significantly;

- future accounting pronouncements or changes in our accounting policies; and

- any other change in the competitive landscape of our industry, including consolidation among our competitors or partners.

The cumulative effects of these factors could result in large fluctuations and unpredictability in our quarterly and annual operating results. As a result, comparing our operating results on a period-to-period basis may not be meaningful. Investors should not rely on our past results as an indication of our future performance.

This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our revenue or operating results fall below the expectations of analysts or investors or below any forecasts we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price of our common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated revenue or earnings guidance we may provide.

Risks related to employee matters, managing growth and other risks related to our business

We are dependent on the services of our management and other clinical and scientific personnel, and if we are not able to retain these individuals or recruit additional management or clinical and scientific personnel, our business will suffer.

Our success depends in part on our continued ability to attract, retain, and motivate highly qualified management, clinical, and scientific personnel, many of whom have been instrumental for us and have substantial experience with our iPSC-derived allogeneic cell therapy platforms, underlying technologies, and related product candidates. Given the specialized nature of our iPSC-derived allogeneic cell therapy platforms and the fact that ours is a novel and emerging field, there is an inherent scarcity of experienced personnel in

this field. As we continue developing our product candidates in our pipeline, we will require personnel with medical, scientific, or technical qualifications specific to each program.

We are highly dependent upon our senior management, particularly Osvaldo Flores, Ph.D., our Chief Executive Officer, as well as our senior scientists and other members of our executive team. The loss of services of any of these individuals could delay or prevent the successful development of our product pipeline, initiation or completion of our planned clinical trials, or the commercialization of CNTY-101 and our other product candidates. We have executed employment agreements or offer letters with each member of our senior management team, these agreements are terminable at will with or without notice and, therefore, we may not be able to retain their services as expected. We do not currently maintain “key person” life insurance on the lives of our executives or any of our employees. This lack of insurance means that we may not have adequate compensation for the loss of the services of these individuals.

Our research and development programs, clinical operations, and sales and marketing efforts depend on our ability to attract and retain highly skilled scientists, engineers, and sales professionals. The competition for qualified personnel in the biotechnology and pharmaceutical industries is intense, and we have from time to time experienced, and we expect to continue to experience, difficulty in hiring and retaining employees with appropriate qualifications on acceptable terms, or at all. Many of the companies with which we compete for experienced personnel have greater resources than we do, and any of our employees may terminate their employment with us at any time. If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees or we have breached legal obligations, resulting in a diversion of our time and resources, and potentially, damages. In addition, job candidates and existing employees often consider the value of the stock awards they receive in connection with their employment. If the perceived benefits of our stock awards decline, it may harm our ability to recruit and retain highly skilled employees. If we fail to attract new personnel or fail to retain and motivate our current personnel, our business and future growth prospects would be harmed.

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

As of December 31, 2021, we had 188 employees and consultants and most of our employees are full-time. As our development and commercialization plans and strategies develop, and as we transition into operating as a public company, we must add a significant number of additional managerial, operational, financial, and other personnel. Future growth will impose significant added responsibilities on members of management, including:

- identifying, recruiting, integrating, maintaining, and motivating additional employees;

- managing our internal development efforts effectively, including the clinical and FDA or other comparable authority review process for CNTY-101 and our other product candidates, while complying with our contractual obligations to contractors and other third parties; and

- improving our operational, financial, and management controls, reporting systems, and procedures.

Our future financial performance and our ability to commercialize CNTY-101 and our other product candidates, if approved, will depend, in part, on our ability to effectively manage any future growth, and our management may also have to divert a disproportionate amount of its attention away from day-to-day activities in order to devote a substantial amount of time to managing these growth activities. In addition, we expect to incur additional costs in hiring, training, and retaining such additional personnel.

If we are not able to effectively expand our organization by hiring new employees and expanding our groups of consultants and contractors, we may not be able to successfully implement the tasks necessary to further

develop and commercialize CNTY-101 and our other product candidates and, accordingly, may not achieve our research, development, and commercialization goals.

The ongoing COVID-19 pandemic, or a similar pandemic, epidemic, or outbreak of an infectious disease, may materially and adversely affect our business and our financial results and could cause a disruption to the development of our product candidates.

Public health crises, such as pandemics or similar outbreaks, could adversely impact our business. The impact of the ongoing COVID-19 pandemic and the efforts to mitigate it, have resulted in and will likely continue to result in significant disruptions to the global economy, as well as businesses and capital markets around the world. We have experienced modest delays in our discovery and development activities as a result of the COVID-19 pandemic, primarily due to temporary and partial shutdowns at certain of our CROs and academic institutions that have since resumed operations, and due to governmental responses to the pandemic. The extent to which the COVID-19 pandemic continues to impacts our operations or those of our consultants and collaborators, including FCDI, will depend on future developments, which are highly uncertain and cannot be predicted with confidence, including the duration of the outbreak, new strains or mutations, including the delta and omicron variants and the availability of vaccines and people's willingness to avail themselves of such vaccines, among others. While the vaccines have proven effective in reducing the severity and mortality of COVID-19 including the variants that have evolved to date, the overall vaccination rate in the United States has not reached the level required for herd immunity. The emergence of new variants, which could prove resistant to existing vaccines, could again result in major disruptions to businesses and markets worldwide.

The ongoing pandemic has led to the implementation of various responses, including travel restrictions, mask mandates, social distancing requirements and other public health safety measures. In response, and in compliance with rapidly changing local and state regulations, we have implemented a mandatory vaccination policy for all employees and have taken other precautionary measures, including testing of any employees displaying symptoms of COVID-19.

In response to the spread of COVID-19, potential additional disruptions to our preclinical and clinical development efforts include, but are not limited to:

- delays or disruptions in preclinical experiments and IND-enabling studies due to restrictions of on-site staff, limited or no access to animal facilities, and unforeseen circumstances at contract research organizations (CROs) and vendors;

- disruptions in our supply chain and our ability to procure the components for each of our product candidates for use in preclinical studies in a timely manner or at all for use in preclinical and clinical studies in a timely manner;

- limitations on employee or other resources that would otherwise be focused on the conduct of our preclinical work, including because of sickness of employees or their families, the desire of employees to avoid travel or contact with large groups of people, an increased reliance on working from home, school closures, or mass transit disruptions; and

- delays in necessary interactions with regulators, ethics committees, and other important agencies and contractors.

We have not yet commenced clinical trial activities for any of our product candidates. If we commence clinical trials for one or more of our product candidates, potential disruptions of those clinical activities as a result of COVID-19 or similar pandemics include, but are not limited to the interruption of key clinical trial activities, enrolling patients in clinical trials, interruption of, or delays in receiving, supplies of our product candidates, regulatory delays, changes in regulations as part of a response to the ongoing COVID-19 pandemic, and additional delays, difficulties, or interruptions as a result of current or future shutdowns. There is currently a

global shortage of non-human primates available for drug development, due in part to an increase in demand from companies and other institutions developing vaccines and treatments for COVID-19. If the shortage continues, this could substantially increase the cost of conducting our preclinical development and could also result in delays to our development timelines. These events could delay our clinical trials, increase the cost of completing our clinical trials and negatively impact the integrity, reliability or robustness of the data from our clinical trials.

The extent to which the outbreak may affect our preclinical studies, clinical trials, business, financial condition, and results of operations will depend on future developments, which are highly uncertain and cannot be predicted at this time. Additionally, we are unable to predict if a different pandemic could have similar or different impacts on our business, financial condition, or share price. Future developments in these and other areas present material uncertainty and risk with respect to our clinical trials, business, financial condition, and results of operations.

We have incurred indebtedness, and we may incur additional indebtedness, which could adversely affect our business.

As of December 31, 2021, we had an outstanding balance of $10.0 million under our Loan and Security Agreement with Hercules Capital, Inc., or the Loan Agreement. Our indebtedness could have important consequences to our stockholders. For example, it:

- increases our vulnerability to adverse general economic and industry conditions;

- limits our flexibility in planning for, or reacting to, changes in our business or the industries in which we operate by restricting our ability to make acquisitions, investments or divestments, or take other corporate actions quickly; and

- limits our ability to obtain additional financing or refinancing in the future for working capital, clinical trials, research and development, or other purposes.

Any of the above-listed factors could materially adversely affect our business, financial condition, results of operations, and cash flows. The Loan Agreement also contains certain financial and other covenants, including limitations on, among other things, additional indebtedness, out licensing, paying dividends in certain circumstances, and making certain acquisitions and investments. Any failure to comply with the terms, covenants and conditions of the Loan Agreement may limit our ability to draw upon additional tranches of term loans and may result in an event of default under such agreement, which could have a material adverse effect on our business, financial condition, and results of operations.

We are subject to various foreign, federal, and state healthcare and privacy laws and regulations, and our failure to comply with these laws and regulations could harm our results of operations and financial condition.

Our business operations and current and future arrangements with investigators, healthcare professionals, consultants, third-party payors, and customers expose us to broadly applicable foreign, federal and state fraud and abuse, and other healthcare and privacy laws and regulations. These laws may constrain the business or financial arrangements and relationships through which we conduct our operations, including how we research, market, sell, and distribute any products for which we obtain marketing approval. Such laws include:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons, or entities from knowingly and willfully soliciting, offering, receiving, or providing any remuneration (including any kickback, bribe, or certain rebates), directly or indirectly, overtly or covertly, in cash or in-kind, in return for, either the referral of an individual or the purchase, lease, or order, or arranging for or recommending the purchase, lease, or order of any good, facility, item or service, for which payment may be made, in whole or in part, under a federal healthcare program such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it in order to have committed a violation. In addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act;

- the federal false claims and civil monetary penalties laws, including the civil False Claims Act, which prohibits, among other things, individuals or entities from knowingly presenting, or causing to be presented, to the federal government, claims for payment or approval that are false or fraudulent, knowingly making, using or causing to be made or used, a false record or statement material to a false or fraudulent claim, or from knowingly making or causing to be made a false statement to avoid, decrease, or conceal an obligation to pay money to the federal government;

- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which imposes criminal liability and amends provisions on the reporting, investigation, enforcement, and penalizing of civil liability for, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement, in connection with the delivery of, or payment for, healthcare benefits, items, or services. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;

- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and their implementing regulations, also impose obligations, including mandatory contractual terms, with respect to safeguarding the privacy, security, and transmission of individually identifiable health information without appropriate authorization by covered entities subject to the rule, such as health plans, healthcare clearinghouses, and certain healthcare providers as well as their business associates that perform certain services for or on their behalf involving the use or disclosure of individually identifiable health information;

- the federal Physician Payments Sunshine Act, which requires certain manufacturers of drugs, devices, biologics, and medical supplies for which payment is available under Medicare, Medicaid, or the Children's Health Insurance Program (with certain exceptions) to report annually to the CMS information related to payments and other "transfers of value" made to physicians (defined to include doctors, dentists, optometrists, podiatrists, and chiropractors) and teaching hospitals, as well as ownership and investment interests held by the physicians described above and their immediate family members, and beginning in 2022, applicable manufacturers are required to report such information regarding payments and transfers of value provided, as well as ownership and investment interests held, during the previous year to physician assistants, nurse practitioners, clinical nurse specialists, certified nurse anesthetists, and certified nurse-midwives;

- the Foreign Corrupt Practices Act, or FCPA, which prohibits companies and their intermediaries from making, or offering or promising to make improper payments to non-United States officials for the purpose of obtaining or retaining business or otherwise seeking favorable treatment; and

- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to our business practices, including but not limited to, research, distribution, sales, and marketing arrangements and claims involving healthcare items or services reimbursed by non- governmental third-party payors, including private insurers, or by the patients themselves; state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; state laws and regulations that require drug and biologic manufacturers to file reports relating to pricing and marketing information or which require tracking gifts and other remuneration and items of value provided to physicians, other healthcare providers and entities; state and local laws that require the registration of pharmaceutical sales representatives; state and foreign laws governing the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA; state and foreign governments that have enacted or proposed requirements regarding the collection, retention, distribution, use, security, sharing, transfer, storage, and other processing of personally identifiable information and other data relating to individuals (including the EU General Data Protection Regulation

2016/679, or GDPR, and the California Consumer Protection Act, or CCPA), and federal and state consumer protection laws are being applied to enforce regulations related to the online collection, use, and dissemination of data, thus complicating compliance efforts.

Ensuring that our internal operations and business arrangements with third parties comply with applicable healthcare laws and regulations involves substantial costs. It is possible that governmental authorities will conclude that our business practices, including any consulting and advisory board arrangements with physicians and other healthcare providers, do not comply with current or future statutes, regulations, agency guidance, or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of the laws described above or any other governmental laws and regulations that may apply to us, we may be subject to significant penalties, including civil, criminal, and administrative penalties, damages, fines, exclusion from United States government funded healthcare programs, such as Medicare and Medicaid, or similar programs in other countries or jurisdictions, disgorgement, individual imprisonment, contractual damages, reputational harm, additional reporting requirements, and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of noncompliance with these laws, diminished profits, and the curtailment or restructuring of our operations. Further, defending against any such actions can be costly, time-consuming, and may require significant financial and personnel resources. Therefore, even if we are successful in defending against any such actions that may be brought against us, our business may be impaired. If any of the physicians or other providers or entities with whom we expect to do business are found to not be in compliance with applicable laws, they may be subject to criminal, civil, or administrative sanctions, including exclusion from government funded healthcare programs and imprisonment. If any of the above occur, it could adversely affect our ability to operate our business and our results of operations.

Healthcare legislation, including potentially unfavorable pricing regulations or other healthcare reform initiatives, may increase the difficulty and cost for us to obtain marketing approval of and commercialize our product candidates.

The commercial potential for our approved products, if any, could be affected by changes in healthcare spending and policy in the United States and abroad. We operate in a highly regulated industry. New laws, regulations, or judicial decisions, or new interpretations of existing laws, regulations or decisions, related to healthcare availability, the method of delivery or payment for healthcare products, and services could adversely affect our business, operations, and financial condition. The United States and many foreign jurisdictions have enacted or proposed legislative and regulatory changes affecting the healthcare system that may affect our ability to profitably sell our products and product candidates, if approved. The United States government, state legislatures, and foreign governments also have shown significant interest in implementing cost-containment programs to limit the growth of government-paid healthcare costs, including price controls, restrictions on reimbursement, and requirements for substitution of generic products for branded prescription drugs and biologics.

The ACA was intended to broaden access to health insurance, reduce or constrain the growth of healthcare spending, enhance remedies against fraud and abuse, add transparency requirements for the healthcare and health insurance industries, impose new taxes and fees on the health industry, and impose additional health policy reforms. There have been significant ongoing administrative, executive, and legislative efforts to modify or eliminate the ACA. For example, the Tax Cuts and Jobs Act, enacted on December 22, 2017, repealed the shared responsibility payment for individuals who fail to maintain minimum essential coverage under section 5000A of the Code, commonly referred to as the individual mandate. Other legislative changes have been proposed and adopted since passage of the ACA. The ACA has also been subject to challenges in the courts. On December 14, 2018, a Texas U.S. District Court Judge ruled that the ACA is unconstitutional in its entirety because the “individual mandate” was repealed by the United States Congress, or Congress. On December 18, 2019, the Fifth Circuit U.S. Court of Appeals held that the individual mandate is unconstitutional and remanded the case to the Texas District Court to reconsider its earlier invalidation of the entire ACA. An appeal was taken to the U.S. Supreme Court and on June 17, 2021, the Supreme Court ruled that the plaintiffs lacked standing to challenge the law as they had not alleged personal injury traceable to the

allegedly unlawful conduct. As a result, the Supreme Court did not rule on the constitutionality of the ACA or any of its provisions.

Further changes to and under the ACA remain possible but it is unknown what form any such changes or any law proposed to replace or revise the ACA would take, and how or whether it may affect our business in the future. We expect that changes to the ACA, the Medicare and Medicaid programs, changes allowing the federal government to directly negotiate drug and biologic prices, and changes stemming from other healthcare reform measures, especially with regard to healthcare access, financing, or other legislation in individual states, could have a material adverse effect on the healthcare industry.

The Budget Control Act of 2011 has resulted in reductions in spending on certain government programs, including aggregate reductions to Medicare payments to healthcare providers of up to 2.0% per fiscal year. These reductions have been extended until 2030 although adjustments have been made as a result of the ongoing COVID-19 pandemic. The 2% reduction is suspended through March 31, 2022. From April through June 2022, a 1% reduction will be in effect, with the full 2% cut resuming thereafter.

Any reduction in reimbursement from Medicare, Medicaid, or other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain and maintain profitability of our product and product candidates, if approved.

We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we or our collaborators are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we or our collaborators are not able to maintain regulatory compliance, CNTY-101 or any future product candidates may lose any marketing approval that may have been obtained and we may not achieve or sustain profitability, which would materially adversely affect our business, financial condition, and results of operations.

If we fail to maintain proper and effective internal controls over financial reporting our ability to produce accurate and timely financial statements could be impaired.

We are required to maintain internal controls over financial reporting. Commencing in 2022, we must perform system and process design evaluation and testing of the effectiveness of our internal controls over financial reporting to allow management to report on the effectiveness of our internal controls over financial reporting in our Annual Report on Form 10-K for that year, as required by Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act. This will require that we incur substantial additional professional fees and internal costs to expand our accounting and finance functions and that we expend significant management efforts. Prior to our IPO, we were never required to test our internal controls within a specified period and, as a result, we may experience difficulty in meeting these reporting requirements in a timely manner. In addition, if we identify material weaknesses in our internal control over financial reporting in the future or otherwise fail to maintain an effective system of internal controls, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect our business.

If we are not able to comply with the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner, if our independent registered public accounting firm determines that we have a material weakness or a significant deficiency in our internal control over financial reporting, or we are unable to maintain proper and effective internal controls over financial reporting, we may not be able to produce timely and accurate financial statements. As a result, our investors could lose confidence in our reported financial information, the market price of our stock could decline, and we could be subject to sanctions or investigations by the SEC or other regulatory authorities.

We believe that any internal controls and procedures, no matter how well-conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. We may

discover weaknesses in our system of internal financial and accounting controls and procedures that could result in a material misstatement of our financial statements. Our internal control over financial reporting will not prevent or detect all errors and all fraud. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud will be detected.

These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. For example, our directors or executive officers could inadvertently fail to disclose a new relationship or arrangement causing us to fail to make a required related party transaction disclosure. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and may not be detected.

We, or our CMOs or suppliers, may use potent chemical agents and hazardous materials, and any claims relating to improper handling, storage or disposal of these materials could be time-consuming or costly.

We, or our CMOs or suppliers, including FCDI, use biological materials, potent chemical agents and may use hazardous materials, including chemicals and biological agents and compounds that could be dangerous to human health and safety of the environment. The operations of our CMOs and suppliers also produce hazardous waste products. Federal, state, and local laws and regulations govern the use, generation, manufacture, storage, handling, and disposal of these materials and wastes. Compliance with applicable environmental laws and regulations may be expensive, and current or future environmental laws and regulations may impair our product development efforts.

In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations, which have tended to become more stringent over time. These current or future laws and regulations may impair our research, development or production efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties, or other sanctions or liabilities, which could materially adversely affect our business, financial condition, results of operations, and prospects.

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

We are exposed to potential product liability and professional indemnity risks that are inherent in the research, development, manufacturing, marketing, and use of pharmaceutical products. While we currently have no product candidates that have commenced clinical trials or been approved for commercial sale, the future use of product candidates by us in clinical trials, and the sale of any approved products in the future, may expose us to liability claims. For example, we may be sued if CNTY-101 and our other product candidates allegedly cause injury or are found to be otherwise unsuitable during product testing, manufacturing, marketing. or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product candidate, negligence, strict liability, and a breach of warranties. Claims may be brought against us by clinical trial participants, patients, or others using, administering or selling products that may be approved in the future. Claims could also be asserted under state consumer protection acts.

If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit or cease the commercialization of our products. Even a successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our products;

- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants and inability to continue clinical trials;
- initiation of investigations by regulators;
- costs to defend the related litigation;
- a diversion of management's time and our resources;
- substantial monetary awards to trial participants or patients;
- product recalls, withdrawals or labeling, marketing, or promotional restrictions;
- significant negative financial impact;
- exhaustion of any available insurance and our capital resources;
- the inability to commercialize CNTY-101 or our other product candidates; and
- a decline in our stock price.

We currently hold product liability coverage in an amount we consider reasonable. We may need to increase our insurance coverage as we expand our clinical trials or if we commence commercialization of CNTY-101 or our other product candidates. Insurance coverage is increasingly expensive. Our inability to obtain and retain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of CNTY-101 or our other product candidates. Although we maintain such insurance, any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. Our insurance policies will also have various exclusions, and we may be subject to a product liability claim for which we have no coverage. We may have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts.

We may be unable to adequately protect our or our vendors' information systems from cyberattacks or other incidents, which could result in the disclosure of confidential or proprietary information, including personal data, damage our reputation, and subject us to significant financial and legal exposure.

We rely on information technology systems that we or our third-party providers operate to process, transmit, and store electronic information in our day-to-day operations. In connection with our product discovery efforts, we may collect and use a variety of personal data, such as names, mailing addresses, email addresses, phone numbers, and clinical trial information. Despite our implementation of security measures, our internal computer systems, and those of our CROs, CMOs, information technology suppliers, and other contractors and consultants are vulnerable to damage from computer viruses, cyberattacks, and other unauthorized access, natural disasters, terrorism, war, and telecommunication and electrical failures. Additionally, our security measures or those of our vendors could be breached as a result of employee theft, exfiltration, misuse, malfeasance, or unintentional events. A successful cyberattack or other data security incident could result in the theft or destruction of intellectual property, data, or other misappropriation of assets, or otherwise compromise our confidential or proprietary information and disrupt our operations. Cyberattacks could include wrongful conduct by hostile foreign governments, industrial espionage, wire fraud, and other forms of cyber fraud, the deployment of harmful malware, ransomware, denial-of-service, social engineering fraud, or other means to threaten data security, confidentiality, integrity and availability. A successful cyberattack could cause serious negative consequences for us, including, without limitation, the disruption of operations, the

misappropriation of confidential business information, including financial information, trade secrets, financial loss, and the disclosure of corporate strategic plans. Although we devote resources to protect our information systems, we realize that cyberattacks are a threat, and there can be no assurance that our efforts will prevent information security breaches that would result in business, legal, financial, or reputational harm to us, or would have a material adverse effect on our results of operations and financial condition. Any failure to prevent or mitigate security breaches or improper access to, use of, or disclosure of our clinical data or patients' personal data could result in significant liability under state (e.g., state breach notification laws), federal (e.g., HIPAA, as amended by HITECH), and international law (e.g., the GDPR) and may cause a material adverse impact to our reputation, affect our ability to conduct new studies and potentially disrupt our business.

We rely on our third-party providers to implement effective security measures and identify and correct for any such failures, deficiencies or breaches. If we or our third-party providers fail to maintain or protect our information technology systems and data integrity effectively or fail to anticipate, plan for, or manage significant disruptions to our information technology systems, we or our third-party providers could have difficulty preventing, detecting, and controlling such cyberattacks and any such attacks could result in the losses described above as well as disputes with physicians, patients and our partners, regulatory sanctions, or penalties, increases in operating expenses, expenses or lost revenues or other adverse consequences, any of which could have a material adverse effect on our business, results of operations, financial condition, prospects, and cash flows. Any failure by such third parties to prevent or mitigate security breaches or improper access to or disclosure of such information could have similarly adverse consequences for us. If we are unable to prevent or mitigate the impact of such security or data privacy breaches, we could be exposed to litigation and governmental investigations, which could lead to a potential disruption to our business.

We also cannot be certain that our existing insurance coverage will cover any claims against us relating to any security incident or breach, will be available in sufficient amounts to cover the potentially significant losses that may result from a security incident or breach, will continue to be available on acceptable terms or at all or that the insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could adversely affect our reputation, business, financial condition, and results of operations.

Failure to comply with current or future federal, state, and foreign laws and regulations and industry standards relating to privacy and data protection laws could lead to government enforcement actions (which could include civil or criminal penalties), private litigation, and/or adverse publicity and could negatively affect our operating results and business.

We or our collaborators collect, use, process, store and transfer certain personal and/or confidential information as part of our normal business operations. We are therefore subject to federal, state, and international laws and regulations governing the privacy and security of confidential information and personal data. In the United States, we are subject to numerous federal and state laws and regulations, including federal health information privacy laws, state data breach notification laws, state health information privacy laws, and federal and state consumer protection laws, governing the collection, use, disclosure, storage, transfer, protection, and disposal of health-related and other the personal and/or confidential information we and/or our collaborators utilize A failure to comply with these current or future federal, state, and international laws and regulations and industry standards relating to data privacy and security could lead to investigatory or regulatory action, private litigation or class actions that could result in exposure to civil or criminal penalties, monetary or statutory damages, attorney fee awards and/or exposure to adverse publicity that could negatively affect our operating results and business.

Many state legislatures have adopted legislation that regulates how businesses operate online, including measures relating to privacy, data security, and data breaches, and laws in all 50 states require businesses to provide notice to customers whose personally identifiable information has been disclosed as a result of a data breach. Such laws are not consistent, and compliance in the event of a widespread security incident may be

costly and could disrupt our operations. By way of example, the CCPA, which went into effect on January 1, 2020, creates individual privacy rights for California consumers and increases the privacy and security obligations of entities handling certain personal data. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches that is expected to increase data breach litigation. The CCPA may increase our compliance costs and potential liability, and many similar laws have been proposed at the federal level and in other states. Additionally, a new privacy law, the California Privacy Rights Act, or the CPRA, was approved by California voters in the election of November 3, 2020. The CPRA, which will take effect in most material respects on January 1, 2023, modifies the CCPA significantly, potentially resulting in further uncertainty and requiring us to incur additional costs and expenses in an effort to comply.

Foreign data protection laws, including the GDPR, may also apply to health-related and other personal information belonging to individuals who reside outside of the United States. The GDPR went into effect in the European Union in May 2018 and introduced strict requirements for processing the personal data of data subjects residing in the European Economic Area. Companies that must comply with the GDPR face increased compliance obligations and risk, including more robust regulatory enforcement of data protection requirements and potential fines for noncompliance of up to €20 million or 4% of the annual global revenues of the noncompliant company, whichever is greater. Among other requirements, the GDPR regulates cross-border transfers of personal data and requires transferee countries to have protections equivalent to protections available in the EU. In light of the uncertainty created by the Court of Justice of the European Union's decision invalidating the EU/US Privacy Shield (the primary mechanism to effectuate the flow of data from the EU to the United States), there continues to be uncertainty as to appropriate transfer mechanism for the transfer of data from the EU to the United States.

Further, the United Kingdom's exit from the European Union, referred to as Brexit, has created uncertainty with regard to data protection regulation in the United Kingdom. The United Kingdom has transposed the GDPR into domestic law with a United Kingdom version of the GDPR that took effect in January 2021, or the UK GDPR. The UK GDPR could expose us or our collaborators to two parallel regimes, each of which potentially authorizes similar fines and other potentially divergent enforcement actions for violations. In addition, uncertainties related to compliance with the GDPR exist with respect to the UK GDPR.

Compliance with U.S. federal and state laws and foreign data protection laws and regulations could require us to take on more onerous obligations in our contracts, restrict our ability to collect, use and disclose data, or in some cases, impact our ability to operate in certain jurisdictions. Failure by us or our collaborators to comply with United States and foreign data protection laws and regulations could result in government enforcement actions (which could include civil or criminal penalties), private litigation, and/or adverse publicity and could negatively affect our operating results and business. Moreover, clinical trial subjects about whom we or our potential collaborators obtain information, as well as the providers who share this information with us, may contractually limit our ability to use and disclose the information. Claims that we have violated individuals' privacy rights, failed to comply with data protection laws or breached our contractual obligations, even if we are not found liable, could be expensive and time-consuming to defend, could result in adverse publicity and could have a material adverse effect on our business, financial condition, results of operations, and prospects.

Our employees and independent contractors, including principal investigators, CROs, consultants, and vendors, may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.

We are exposed to the risk that our employees and independent contractors, including principal investigators, CROs, consultants, and vendors may engage in misconduct or other illegal activity. Misconduct by these parties could include intentional, reckless, and/or negligent conduct or disclosure of unauthorized activities to us that violate: (1) the laws and regulations of the FDA and other similar regulatory requirements, including those laws that require the reporting of true, complete, and accurate information to such authorities, (2) manufacturing standards, including cGMP requirements, (3) federal and state data privacy, security, fraud and abuse, and other healthcare laws and regulations in the United States and abroad or (4) laws that require

the true, complete, and accurate reporting of financial information or data. Activities subject to these laws also involve the improper use or misrepresentation of information obtained in the course of clinical trials, the creation of fraudulent data in our preclinical studies or clinical trials, or illegal misappropriation of drug or biologic product, which could result in regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. In addition, we are subject to the risk that a person or government could allege such fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business and financial results, including, without limitation, the imposition of significant civil, criminal, and administrative penalties, damages, monetary fines, disgorgements, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, individual imprisonment, contractual damages, reputational harm, diminished profits and future earnings, additional reporting requirements and oversight if we become subject to a corporate integrity agreement, or similar agreement to resolve allegations of noncompliance with these laws, and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

Risks related to our intellectual property

We do not currently own any issued patents relating to our product candidates.

Given the early stage of development of our product candidates, our patent portfolio is similarly at a very early stage. In particular, we do not own any issued patents. If we do not obtain meaningful patent coverage for our product candidates, their respective components, formulations, combination therapies, methods used to manufacture them, and methods of treatment, competitors may be able to erode or negate any competitive advantage we may have, which would likely harm our business and ability to achieve profitability. To establish our proprietary position, we have filed patent applications in the United States and internationally related to CNTY-101 and have filed provisional patent applications on other aspects of our technology. However, United States provisional patent applications are not eligible to become issued patents unless and until, among other things, we file a non-provisional patent application within 12 months of filing of one or more of our related provisional patent applications. With regard to such United States provisional patent applications, if we do not timely file any non-provisional patent applications, we may lose our priority date with respect to our provisional patent applications and any patent protection on the inventions disclosed in our provisional patent applications. While we intend to timely file non-provisional patent applications relating to our provisional patent applications, we cannot predict whether any such patent applications will result in the issuance of patents that provide us with any competitive advantage. If we are unable to secure or maintain patent protection with respect to our antibody technology and any proprietary products and technology we develop, our business, financial condition, results of operations, and prospects could be materially harmed.

If any of our license agreements with FCDI or our other licensors, including iCELL Inc. and the Governing Council of the University of Toronto and McMaster University, are terminated, we could lose our rights to key components enabling our iPSC-derived allogeneic cell therapy platforms.

Our commercial success will depend in part on the maintenance of our license agreements. In September 2018, we entered into an exclusive license with FCDI, pursuant to which we have received an exclusive license to certain patents and know-how related to the differentiation of iPSC cells into immune-effector cells in the field of cancer immunotherapeutics, or the Differentiation License, and a non-exclusive license for the rights to certain patents and know-how related to the reprogramming of human somatic cells to iPSCs in the field of cancer immunotherapeutics, or the Reprogramming License, and together with the Differentiation License, the FCDI Licenses. A critical aspect to manufacturing our product candidates involves the reprogramming of certain cells into iPSCs and the differentiation of iPSCs into immune cells. We utilize technology licensed from FCDI to reprogram cells to become iPSCs and to differentiate the iPSCs to

generate different immune cell types including NK cells and T cells. By utilizing this licensed technology, we are currently capable of achieving fully functional iNK cells from iPSCs in approximately 30 days.

We have also entered into an exclusive sublicense, or the iCELL Sublicense, with iCELL Inc., or iCELL, for certain patents related to an immune function reconstruction method using multipotent stem cells and the method for producing antigen specific T-cells, and acquired a license agreement from Empirica Therapeutics, or the Empirica License, pursuant to which we receive an exclusive license from the Governing Council of the University of Toronto and the McMaster University under certain patents and antibody sequences and related intellectual property rights and know-how to, among other things, reproduce, manufacture and commercialize certain CD-133 related antibody and antibody sequence-derived technology.

The FCDI Licenses and certain of our other license agreements, including the iCELL Sublicense and Empirica License, impose, and future license agreements may impose, various diligence, milestone payment, royalty, and other obligations on us. If we fail to comply with our obligations under the FCDI Licenses, our other license agreements, or any future license agreements with any party, or we are subject to a bankruptcy, the licensor may have the right to terminate the license, in which event we would not be able to develop products covered by such license.

If, for any reason, the FCDI Licenses or any of our other license agreements are terminated or we otherwise lose the rights under such agreements, it would adversely affect our business. If we breach any material obligations under the FCDI Licenses or any of our other license agreements, FCDI or the applicable licensor may have the right to terminate our license, which could result in us being unable to develop, manufacture, or sell our product candidates that incorporate the intellectual property subject to such license. If these in-licenses are terminated, or if the underlying patents fail to provide the intended exclusivity, competitors would have the freedom to seek regulatory approval of, and to market, products identical to ours. In addition, we may seek to obtain additional licenses from our licensors and, in connection with obtaining such licenses, we may agree to amend our existing licenses in a manner that may be more favorable to the licensors, including by agreeing to terms that could enable third parties (potentially including our competitors) to receive licenses to a portion of the intellectual property that is subject to our existing licenses. Any of these events could have a material adverse effect on our competitive position, business, financial conditions, results of operations, and prospects, and we may be required to identify and license replacement technology from third parties, which may not be available on reasonable terms or at all.

We may not be successful in obtaining or maintaining necessary intellectual property rights in the future for the development of CNTY-101 and our other product candidates.

We may in the future enter into additional license agreements with third parties for other intellectual property rights or assets to advance our research or allow commercialization of CNTY-101 and our other product candidates, and we cannot provide any assurances that third-party patents do not exist which might be enforced against CNTY-101 and our other product candidates in the absence of such a license. We may fail to obtain any of these licenses on commercially reasonable terms, if at all. Even if we are able to obtain a license, it may be non-exclusive or may not provide exclusive rights to use such intellectual property and technology in all relevant fields of use and in all territories, thereby giving our competitors access to the same technologies licensed to us. In that event, we may be required to expend significant time and resources to develop or license replacement technology, which may not be feasible on a technical or commercial basis. If we are unable to do so, we may be unable to develop or commercialize the affected product candidates, which could materially harm our business and the third parties owning such intellectual property rights could seek either an injunction prohibiting our sales, or, with respect to our sales, an obligation on our part to pay royalties and/or other forms of compensation. Licensing of intellectual property is of critical importance to our business and involves complex legal, business, and scientific issues. Disputes may arise between us and our licensors regarding intellectual property subject to a license agreement, including:

- the scope of rights granted under the license agreement and other interpretation-related issues, the resolution of which could narrow what we believe to be the scope of our rights to the relevant

intellectual property or technology, or increase what we believe to be our financial or other obligations under the relevant agreement;

- whether and the extent to which our technology and processes infringe, misappropriate, or otherwise violate intellectual property of the licensor that is not subject to the licensing agreement;

- our right to sublicense patents and other intellectual property rights to third parties;

- our diligence obligations with respect to the use of the licensed technology in relation to our development and commercialization of CNTY-101 and our other product candidates, and what activities satisfy those diligence obligations;

- our right to transfer or assign the license; and

- the ownership of inventions, know-how, and other intellectual property resulting from the joint creation or use of intellectual property by our licensors and us and our partners.

If disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may not be able to successfully develop and commercialize the affected product candidates, which would have a material adverse effect on our business.

In addition, certain of our agreements may limit or delay our ability to consummate certain transactions, may impact the value of those transactions, or may limit our ability to pursue certain activities. For example, if we choose to sublicense or assign to any third parties our rights under our existing license agreements with respect to any licensed product, we may be required to pay a specified percentage of all revenue to be received in connection with such transaction.

Under one of the FCDI Licenses and certain other in-licenses under which we sublicense certain rights related to our technology, we rely on FCDI and our other sub licensors to comply with their obligations under their upstream license agreements where we may have no relationship with the original licensor of such rights. If our sub licensors fail to comply with their obligations under their upstream license agreements, and the upstream license agreements are consequently terminated, such termination may result in the termination of our sublicenses and loss of such rights.

Our success depends on our ability to obtain, maintain, protect, and enforce our intellectual property and our proprietary technologies.

Our commercial success depends in part on our ability to obtain, maintain, protect, and enforce our intellectual property and proprietary technologies, including patent protection and trade secret protection for CNTY-101 and our other product candidates, proprietary technologies and their uses as well as our ability to operate without infringing, misappropriating, or otherwise violating the intellectual property or proprietary rights of others. If we are unable to obtain, maintain, protect, or enforce our intellectual property rights or if our intellectual property rights are inadequate for our technology or our product candidates, our competitive position could be harmed, which could have a material adverse impact on our business, results of operations, financial conditions, and prospects. Although we have filed patent applications with respect to CNTY-101 and other aspects of our product technology, our patent portfolio is in an earlier stage of prosecution. We do not own any issued patents related to CNTY-101 and our other product candidates. Our patent applications cannot be enforced against third parties practicing the technology claimed in such applications unless, and until, patents are issued from such applications, and then only to the extent the issued claims cover the technology. There can be no assurance that our patent applications will result in patents being issued or that issued patents will afford sufficient protection against competitors with similar technology, nor can there be any assurance that the patents if issued will not be infringed, misappropriated, violated, designed around or invalidated by third parties. Even issued patents may later be found invalid or unenforceable or may be modified or revoked in proceedings instituted by third parties before various patent offices or in courts. The

degree of future protection for our intellectual property and proprietary rights is uncertain. Only limited protection may be available and may not adequately obtain, maintain, protect, and enforce our rights or permit us to gain or keep any competitive advantage. These uncertainties and/or limitations in our ability to properly obtain, maintain, protect, and enforce the intellectual property rights relating to CNTY-101 and our other product candidates could have a material adverse effect on our financial condition and results of operations.

Because CNTY-101 is our lead product candidate, and because our other product candidates are based on similar technology, if we are unable to obtain patent protection for CNTY-101, our other product candidates in our pipeline could be significantly impaired, which could materially adversely affect our business, financial conditions, results of operations, and growth prospects.

We cannot be certain that the claims in our pending patent applications will be considered patentable by the United States Patent and Trademark Office, or USPTO, courts in the United States or by the patent offices and courts in foreign countries, nor can we be certain that claims that may ultimately issue from our patent applications will not be found invalid or unenforceable if challenged. If we are unable to obtain or maintain patent protection with respect to our product candidates, our business, financial condition, results of operations, and prospects could be materially harmed.

The patent application process is subject to numerous risks and uncertainties, and there can be no assurance that we or any of our potential future collaborators will be successful in protecting CNTY-101 and our other product candidates by obtaining and defending patents. These risks and uncertainties include the following:

- the USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment, and other provisions during the patent process, the noncompliance with which can result in abandonment or lapse of a patent or patent application, and partial or complete loss of patent rights in the relevant jurisdiction;

- patent applications may not result in any patents being issued;

- patents may be challenged, invalidated, modified, revoked, circumvented, found to be unenforceable, or otherwise may not provide any competitive advantage;

- our competitors, many of whom have substantially greater resources than we do and many of whom have made significant investments in competing technologies, may seek or may have already obtained patents that will limit, interfere with or block our ability to make, use, and sell CNTY-101 and our other product candidates;

- there may be significant pressure on the United States government and international governmental bodies to limit the scope of patent protection both inside and outside the United States for disease treatments that prove successful, as a matter of public policy regarding worldwide health concerns; and

- countries other than the United States may have patent laws less favorable to patentees than those upheld by United States courts, allowing foreign competitors a better opportunity to create, develop, and market competing products.

The patent prosecution process is also expensive and time-consuming, and we may not be able to file, prosecute, maintain, enforce, or license all necessary or desirable patent applications at a reasonable cost or in a timely manner or in all jurisdictions where protection may be commercially advantageous. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Moreover, in some circumstances, including our collaboration with Bristol-Myers Squibb, we do not have the right to control the preparation, filing, and prosecution of patent applications, or to maintain the patents, directed to technology that we license from third parties or which are

filed on products developed under the Collaboration Agreement. We may also require the cooperation of our licensor or Bristol-Myers Squibb in order to enforce the licensed patent rights, and such cooperation may not be provided. Therefore, these patents and applications may not be prosecuted and enforced in a manner consistent with the best interests of our business. We cannot be certain that patent prosecution and maintenance activities by our licensors have been or will be conducted in compliance with applicable laws and regulations, which may affect the validity and enforceability of such patents or any patents that may issue from such applications. If they fail to do so, this could cause us to lose rights in any applicable intellectual property that we in-license, and as a result our ability to develop and commercialize products or product candidates may be adversely affected and we may be unable to prevent competitors from making, using, and selling competing products.

In addition, although we enter into non-disclosure and confidentiality agreements with parties who have access to patentable aspects of our research and development output, such as our employees, outside scientific collaborators, CROs, CMOs, consultants, advisors, and other third parties, any of these parties may breach such agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection. In addition, publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing, or in some cases not at all. Therefore, we cannot be certain that we were the first to make the inventions claimed in our licensed patents or pending patent applications, or that we were the first to file for patent protection of such inventions.

If the scope of any patent protection we obtain is not sufficiently broad, or if we lose any of our patent protection, our ability to prevent our competitors from commercializing similar or identical product candidates would be adversely affected.

The patent position of biopharmaceutical companies generally is highly uncertain, involves complex legal and factual questions, and has been the subject of much litigation in recent years. As a result, the issuance, scope, validity, enforceability, and commercial value of our patent rights are highly uncertain. Our pending and future patent applications may not result in patents being issued which protect our product candidates or which effectively prevent others from commercializing competitive product candidates.

Moreover, the coverage claimed in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted after issuance. Even if patent applications we own or license currently or in the future issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors or other third parties from competing with us, or otherwise provide us with any competitive advantage. Any patents that we own or in-license may be challenged or circumvented by third parties or may be narrowed or invalidated as a result of challenges by third parties. Consequently, we do not know whether CNTY-101 and our other product candidates will be protectable or remain protected by valid and enforceable patents. Our competitors or other third parties may be able to circumvent our patents by developing similar or alternative technologies or products in a non-infringing, misappropriating, or violating manner which could materially adversely affect our business, financial condition, results of operations and prospects.

The issuance of a patent is not conclusive as to its inventorship, scope, validity, or enforceability, and our patents may not cover CNTY-101 and our other product candidates or may be challenged in the courts or patent offices in the United States and abroad. We may be subject to a third-party pre-issuance submission of prior art to the USPTO, or become involved in opposition, derivation, revocation, reexamination, post-grant review, or PGR, and inter parties review, or IPR, or other similar proceedings in the USPTO or foreign patent offices challenging our patent rights. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art, of which we or our predecessors and the patent examiner were unaware during prosecution. There is no assurance that all potentially relevant prior art relating to our patents and patent applications or those of our licensors has been found. There is also no assurance that there is not prior art of which we, our predecessors or licensors are aware, but which we do not believe affects the validity or

enforceability of a claim in our patents and patent applications or those of our licensors, which may, nonetheless, ultimately be found to affect the validity or enforceability of a claim. An adverse determination in any such submission, proceeding, or litigation could reduce the scope of, or invalidate or render unenforceable, our patent rights, allow third parties to commercialize CNTY-101 and our other product candidates and compete directly with us, without payment to us. Moreover, we, or one of our licensors, may have to participate in interference proceedings declared by the USPTO to determine priority of invention or in post-grant challenge proceedings, such as oppositions in a foreign patent office, that challenge priority of invention or other features of patentability. Such challenges may result in loss of patent rights, loss of exclusivity or in patent claims being narrowed, invalidated or held unenforceable, which could limit our or our licensors' ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of CNTY-101 and our other product candidates. Such proceedings also may result in substantial costs and require significant time from our scientists and management, even if the eventual outcome is favorable to us. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, regardless of the outcome, it could dissuade companies from collaborating with us to license, develop, or commercialize current or future product candidates.

The patent protection and patent prosecution for some of our product candidates may be dependent on third parties.

We or our licensors or collaborators may fail to identify patentable aspects of inventions made in the course of development and commercialization activities before it is too late to obtain patent protection on them. Therefore, we may miss potential opportunities to strengthen our patent position. It is possible that defects of form in the preparation or filing of our patents or patent applications may exist, or may arise in the future, for example, with respect to proper priority claims, inventorship, claim scope, or requests for patent term adjustments. If we, our collaborators or our licensors, whether current or future, fail to establish, maintain, or protect such patents and other intellectual property rights, such rights may be reduced or eliminated. If our licensors or collaborators are not fully cooperative or disagree with us as to the prosecution, maintenance, or enforcement of any patent rights, such patent rights could be compromised. If there are material defects in the form, preparation, prosecution, or enforcement of our patents or patent applications, such patents may be invalid and/or unenforceable, and such applications may never result in valid, enforceable patents. Any of these outcomes could impair our ability to prevent competition from third parties, which may have an adverse impact on our business.

As a licensee of third parties, we rely on third parties to file and prosecute patent applications and maintain patents and otherwise protect the licensed intellectual property under some of our license agreements. We have not had and do not have primary control over these activities for certain of our patents or patent applications and other intellectual property rights. We cannot be certain that such activities by third parties have been or will be conducted in compliance with applicable laws and regulations or will result in valid and enforceable patents or other intellectual property rights. Pursuant to the terms of the license agreements with some of our licensors, the licensors may have the right to control enforcement of our licensed patents or defense of any claims asserting the invalidity of these patents and even if we are permitted to pursue such enforcement or defense, we will require the cooperation of our licensors. We cannot be certain that our licensors will allocate sufficient resources or prioritize their or our enforcement of such patents or defense of such claims to protect our interests in the licensed patents. Even if we are not a party to these legal actions, an adverse outcome could harm our business because it might prevent us from continuing to license intellectual property that we may need to operate our business. If any of our licensors or any of our future licensors or future collaborators fail to appropriately prosecute and maintain patent protection for patents covering CNTY-101 and our other product candidates, our ability to develop and commercialize those product candidates may be adversely affected and we may not be able to prevent competitors from making, using, and selling competing products.

In addition, even where we have the right to control patent prosecution of patents and patent applications we have acquired or licensed from third parties, we may still be adversely affected or prejudiced by actions or

inactions of our predecessors or licensors and their counsel that took place prior to us assuming control over patent prosecution.

Our technology acquired or licensed from various third parties may be subject to retained rights. Our predecessors or licensors often retain certain rights under their agreements with us, including the right to use the underlying technology for non-commercial academic and research use, to publish general scientific findings from research related to the technology, and to make customary scientific and scholarly disclosures of information relating to the technology. It is difficult to monitor whether our predecessors or licensors limit their use of the technology to these uses, and we could incur substantial expenses to enforce our rights to our licensed technology in the event of misuse.

In addition, the research resulting in certain of our in-licensed patent rights and technology was funded in part by the United States government. As a result, the government may have certain rights, or march-in rights, to such patent rights and technology. When new technologies are developed with government funding, the government generally obtains certain rights in any resulting patents, including a nonexclusive license authorizing the government to use the invention for noncommercial purposes. These rights may permit the government to disclose our confidential information to third parties and to exercise march-in rights to use or allow third parties to use our licensed technology. The United States government also has the right to take title to these inventions if the applicable licensor fails to disclose the invention to the government or fails to file an application to register the intellectual property within specified time limits. The government can exercise its march-in rights if it determines that action is necessary because we fail to achieve practical application of the government-funded technology, because action is necessary to alleviate health or safety needs, to meet requirements of federal regulations, or to give preference to United States industry. In addition, our rights in such inventions may be subject to certain requirements to manufacture products embodying such inventions in the United States. Any exercise by the government of such rights could harm our competitive position, business, financial condition, results of operations, and prospects.

If we are limited in our ability to utilize acquired or licensed technologies, or if we lose our rights to critical in-licensed technology, we may be unable to successfully develop, out-license, market, and sell our products, which could prevent or delay new product introductions. Our business strategy depends on the successful development of licensed and acquired technologies into commercial products. Therefore, any limitations on our ability to utilize these technologies may impair our ability to develop, out-license, or market and sell CNTY-101 and our other product candidates.

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

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

- others may be able to develop products that are similar to CNTY-101 and our other product candidates but that are not covered by the claims of the patents that we own or license;

- we or our licensors or predecessors might not have been the first to make the inventions covered by the issued patents or patent application that we own or license;

- we or our licensors or predecessors might not have been the first to file patent applications covering certain of our inventions;

- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing, misappropriating, or otherwise violating our intellectual property rights;

- it is possible that our pending patent applications will not lead to issued patents;

- issued patents that we own or license may be held invalid or unenforceable, as a result of legal challenges by our competitors;

- our competitors might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;

- we may not develop additional proprietary technologies that are patentable; and

- the patents of others may have an adverse effect on our business.

Should any of these events occur, it could significantly harm our business, results of operations, and prospects.

Our commercial success depends significantly on our ability to operate without infringing, misappropriating, or otherwise violating the patents and other intellectual property and proprietary rights of third parties. Claims by third parties that we infringe, misappropriate, or violate their intellectual property or proprietary rights may result in liability for damages or prevent or delay our development and commercialization efforts.

Our commercial success depends in part on avoiding infringement, misappropriation, or other violation of the patents, intellectual property, or proprietary rights of third parties. However, our research, development, and commercialization activities may be subject to claims that we infringe, misappropriate, or otherwise violate patents or other intellectual property rights owned or controlled by third parties. Other entities may have or obtain patents or other intellectual property or proprietary rights that could limit our ability to make, use, sell, offer for sale, or import CNTY-101 or our other product candidates that may be approved in the future, or impair our competitive position. There is a substantial amount of litigation, both within and outside the United States, involving patent and other intellectual property rights in the biopharmaceutical industry, including patent infringement lawsuits, oppositions, reexaminations, IPR proceedings, and PGR proceedings before the USPTO and/or foreign patent offices. Numerous third-party United States and foreign issued patents and pending patent applications exist in the fields in which we are developing product candidates, including patents and patent applications held by our competitors. There may be third-party patents or patent applications with claims to materials, formulations, methods of manufacture, or methods for treatment related to the use or manufacture of CNTY-101 and our other product candidates.

As the biopharmaceutical industry expands and more patents are issued, the risk increases that CNTY-101 and our other product candidates may be subject to claims of infringement, misappropriation, or other violation of the patent rights of third parties. Because patent applications are maintained as confidential for a certain period of time, until the relevant application is published we may be unaware of third-party patents that may be infringed by commercialization of CNTY-101 and our other product candidates, and we cannot be certain that we were the first to file a patent application related to CNTY-101 and our other product candidates. Moreover, because patent applications can take many years to issue, there may be currently-pending patent applications that may later result in issued patents that CNTY-101 and our other product candidates may infringe. In addition, identification of third-party patent rights that may be relevant to our technology is difficult because patent searching is imperfect due to differences in terminology among patents, incomplete databases, and the difficulty in assessing the meaning of patent claims. In addition, third parties may obtain patents in the future and claim that use of our technologies infringes upon, misappropriates, or otherwise violates these patents. Any claims asserted by third parties would be time-consuming and could:

- result in costly litigation that may cause negative publicity;

- divert the time and attention of our technical personnel and management;

- cause development delays;

- prevent us from commercializing CNTY-101 and our other product candidates until the asserted patent expires or is held finally invalid or not infringed in a court of law;

- require us to develop non-infringing technology, which may not be possible on a cost-effective basis;

- subject us to significant liability to third parties; or

- require us to enter into royalty or licensing agreements, which may not be available on commercially reasonable terms, or at all, or which might be non-exclusive, which could result in our competitors gaining access to the same technology.

Third parties may hold intellectual property or proprietary rights that could prevent CNTY-101 and our other product candidates from being marketed. Any patent-related legal action against us claiming damages and seeking to enjoin activities relating to CNTY-101 and our other product candidates or processes could subject us to potential liability for damages, including treble damages if we were determined to willfully infringe, and require us to obtain a license to manufacture or develop CNTY-101 and our other product candidates. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business. We cannot predict whether we would prevail in any such actions or that any license required under any of these patents would be made available on commercially acceptable terms, if at all. Moreover, even if we or our future strategic partners were able to obtain a license, the rights may be nonexclusive, which could result in our competitors gaining access to the same intellectual property. In addition, we cannot be certain that we could redesign CNTY-101 and our other product candidates or processes to avoid infringement, if necessary. Accordingly, an adverse determination in a judicial or administrative proceeding, or the failure to obtain necessary licenses, could prevent us from developing and commercializing CNTY-101 and our other product candidates, which could harm our business, financial condition, and operating results.

Parties making claims against us may be able to sustain the costs of complex patent litigation more effectively than we can because they have substantially greater resources. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or administrative proceedings, there is a risk that some of our confidential information could be compromised by disclosure. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise additional funds or otherwise have a material adverse effect on our business, results of operations, financial condition and prospects.

During the course of any intellectual property litigation, there could be public announcements of the initiation of the litigation as well as results of hearings, rulings on motions, and other interim proceedings in the litigation. If securities analysts or investors regard these announcements as negative, the perceived value of our existing products, programs, or intellectual property could be diminished. Accordingly, the market price of shares of our common stock may decline. Such announcements could also harm our reputation or the market for our future products, which could have a material adverse effect on our business.

The intellectual property landscape around gene-editing technology is highly dynamic, and third parties may initiate and prevail in legal proceedings alleging that we are infringing, misappropriating, or otherwise violating their intellectual property rights.

The field of gene-editing, especially in the area of CRISPR technology, is still in its infancy, and no such products have reached the market. Further, the ownership of intellectual property rights relating to CRISPR technology is not fully established. Accordingly, we may not be able to secure all the necessary rights to practice the technology. Due to the intense research and development that is taking place by several companies, including us and our competitors, in this field, the intellectual property landscape is in flux, and it may remain uncertain for the coming years. There may be significant intellectual property related litigation and proceedings relating to intellectual property and proprietary rights in the future. Our commercial success

depends upon our ability and the ability of our collaborators to develop, manufacture, market, and sell any product candidates that we may develop and use our proprietary technologies without infringing, misappropriating, or otherwise violating the intellectual property and proprietary rights of third parties. The biopharmaceutical and pharmaceutical industries are characterized by extensive litigation regarding patents and other intellectual property rights relating to CRISPR. For example, certain patents are currently subject to Interference Proceedings before the USPTO and Opposition Proceedings before the European Patent Office, or EPO. It is uncertain when and how the USPTO, as well as the EPO, will decide in the various proceedings, and the decisions of the respective patent offices may significantly affect the scope or may deny the validity of the respective patents involved in these proceedings. We may in the future become party to, or threatened with, adversarial proceedings or litigation regarding intellectual property rights with respect to CRISPR technology and any product candidates we may develop. Third parties may assert infringement claims against us based on existing patents or patents that may be granted in the future, regardless of their merit. If we are unable to prove that these patents are invalid or unenforceable or not infringed and we are not able to obtain or maintain a license on commercially reasonable terms, or at all, such third parties could potentially assert infringement claims against us, which could have a material adverse effect on the conduct of our business. If we are found to infringe, misappropriate, or violate such third-party patents, we and our partners may be required to pay damages, cease commercialization of the infringing technology, including our use of gene-editing technology, or obtain a license from such third parties, which may not be available on commercially reasonable terms or at all.

We may be involved in lawsuits to protect or enforce our patents or the patents of our licensors, which could be expensive, time-consuming, and unsuccessful. Further, our issued patents could be found invalid or unenforceable if challenged in court.

Competitors may infringe, misappropriate, or violate our intellectual property rights or those of our licensors. To prevent infringement, misappropriation, violation, or unauthorized use, we and/or our licensors may be required to file claims, which can be expensive and time-consuming. In addition, in a patent infringement proceeding, a court may decide that a patent we own or license is not valid, is unenforceable and/or is not infringed. If we or any of our licensors or potential future collaborators were to initiate legal proceedings against a third party to enforce a patent directed at CNTY-101 and our other product candidates, the defendant could counterclaim that our patent is invalid and/or unenforceable in whole or in part. In patent litigation, defendant counterclaims alleging invalidity and/or unenforceability are commonplace. Grounds for a validity challenge include an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, written description, or non-enablement. Grounds for an unenforceability assertion could include an allegation that someone connected with prosecution of the patent withheld relevant information from the USPTO or made a misleading statement during prosecution.

If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on such product candidate. In addition, if the breadth or strength of protection provided by our patents and patent applications or those of our licensors is threatened, it could dissuade companies from collaborating with us to license, develop, or commercialize current or future product candidates. Such a loss of patent protection would have a material adverse impact on our business.

In addition, we may in the future choose to challenge the patentability of claims in a third-party's patent by requesting that the USPTO review the patent claims in re-examination, post-grant review, inter parties review, interference proceedings, derivation proceedings, and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings). We have challenged and may in the future choose to challenge third party patents in patent opposition proceedings in the EPO or another foreign patent office. Even if successful, the costs of these opposition proceedings could be substantial, and may consume our time or other resources. If we fail to obtain a favorable result at the USPTO, EPO, or other patent office we may be exposed to litigation by the third party alleging that the relevant patent may be infringed by our product candidates.

Even if resolved in our favor, litigation, or other legal proceedings relating to our intellectual property rights may cause us to incur significant expenses, and could distract our technical and management personnel from

their normal responsibilities. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing, or distribution activities. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources and more mature and developed intellectual property portfolios. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could compromise our ability to compete in the marketplace.

During the course of any intellectual property litigation, there could be public announcements of the initiation of the litigation as well as results of hearings, rulings on motions, and other interim proceedings in the litigation. If securities analysts or investors regard these announcements as negative, the perceived value of our existing products, programs, or intellectual property could be diminished. Accordingly, the market price of shares of our common stock may decline. Such announcements could also harm our reputation or the market for our future products, which could have a material adverse effect on our business.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or other legal proceedings relating to our intellectual property rights, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation or other proceedings.

Changes in United States patent law, or laws in other countries, could diminish the value of patents in general, thereby impairing our ability to protect CNTY-101 and our other product candidates.

As is the case with other biopharmaceutical companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the biopharmaceutical industry involve a high degree of technological and legal complexity. Therefore, obtaining and enforcing biopharmaceutical patents is costly, time-consuming, and inherently uncertain. Changes in either the patent laws or in the interpretations of patent laws in the United States and other countries may diminish the value of our intellectual property and may increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. We cannot predict the breadth of claims that may be allowed or enforced in our patents or in third-party patents. In addition, Congress or other foreign legislative bodies may pass patent reform legislation that is unfavorable to us.

For example, the U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by Congress, the United States federal courts, the USPTO, or similar authorities in foreign jurisdictions, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and patents we might obtain in the future.

We may be subject to claims challenging the inventorship or ownership of our patents and other intellectual property.

We may also be subject to claims that former employees or other third parties have an ownership interest in our patents or other intellectual property. Litigation may be necessary to defend against these and other claims challenging inventorship or ownership. If we or our licensors fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, such as exclusive ownership of, or the exclusive right to use, our owned or in-licensed patents. If we or our licensors are unsuccessful in any interference proceeding or other priority or inventorship dispute, we may be required to obtain and maintain licenses from third parties, including parties involved in any such interference proceedings or other priority or inventorship disputes. Such licenses may not be available on commercially reasonable terms or at all, or may be non-exclusive or of a diminished scope. If we are unable to obtain and

maintain such licenses, we may need to cease the development, manufacture, and commercialization of one or more of the product candidates we may develop. The loss of exclusivity or the narrowing of our owned and licensed patent claims could limit our ability to stop others from using or commercializing similar or identical technology and products. Any of the foregoing could result in a material adverse effect on our business, financial condition, results of operations, or prospects. Even if we are successful in an interference proceeding or other similar priority or inventorship disputes, it could result in substantial costs and be a distraction to management and other employees. Such an outcome could have a material adverse effect on our business. Even if we are successful in defending against such claims, litigation could result in substantial costs and distraction to management and other employees.

In addition, while it is our policy to require our employees and contractors who may be involved in the conception or development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who, in fact, conceives or develops intellectual property that we regard as our own. The assignment of intellectual property rights may not be self-executing, or the assignment agreements may be breached, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property. Such claims could have a material adverse effect on our business, financial condition, results of operations, and prospects.

Patent terms may be inadequate to protect our competitive position on CNTY-101 and our other product candidates for an adequate amount of time.

Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest United States non-provisional filing date. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering CNTY-101 and our other product candidates are obtained, once the patent life has expired, we may be open to competition from competitive products. Given the amount of time required for the development, testing, and regulatory review of product candidates, patents protecting CNTY-101 and our other product candidates might expire before or shortly after such candidates are commercialized. As a result, our patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

If we do not obtain patent term extension for CNTY-101 and our other product candidates, our business may be materially harmed.

Depending upon the timing, duration, and specifics of FDA marketing approval of CNTY-101 and our other product candidates, one or more of our United States patents may be eligible for limited patent term restoration under the Drug Price Competition and Patent Term Restoration Action of 1984, or Hatch-Waxman Act. The Hatch-Waxman Act permits a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. A maximum of one patent may be extended per FDA approved product as compensation for the patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent may be extended and only those claims covering such approved drug product, a method for using it or a method for manufacturing it may be extended. Patent term extension may also be available in certain foreign countries upon regulatory approval of our product candidates. However, we may not be granted an extension because of, for example, failing to apply prior to expiration of relevant patents or otherwise failing to exercise due diligence during the testing phase or regulatory review process, failing to apply within applicable deadlines or failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. In addition, we may be reliant on third-party licensors and collaborators in applying for such patent term extensions and we may not be able to obtain their cooperation. If we are unable to obtain patent term extension or restoration or the term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our revenue could be reduced, possibly materially. Further, if this occurs, our competitors may take advantage of our investment in

development and trials by referencing our clinical and preclinical data and launch their product earlier than might otherwise be the case.

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

Although we have licenses to issued patents and pending patent applications in the United States and certain other countries, filing, prosecuting, and defending patents in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States can be less extensive than those in the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States or from selling or importing products made using our inventions in the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection but enforcement is not as strong as that in the United States. These products may compete with our product candidates, and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of many foreign countries do not favor the enforcement of patents and other intellectual property protection, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our intellectual property and proprietary rights. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Many countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In addition, many countries limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we are forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired, and our business, financial condition, results of operations, and prospects may be adversely affected.

Obtaining and maintaining our patent protection depends on compliance with various procedural, documentary, fee payment, and other requirements imposed by regulations and governmental patent agencies, and our patent protection could be reduced or eliminated for noncompliance with these requirements.

Periodic maintenance fees, renewal fees, annuity fees, and various other governmental fees on patents and/or applications will be due to the USPTO and various foreign patent offices at various points over the lifetime of any patents we ultimately obtain and/or applications we file. We have systems in place to remind us to pay these fees, and we rely on third parties to pay these fees when due. Additionally, the USPTO and various foreign patent offices require compliance with a number of procedural, documentary, fee payment, and other similar provisions during the patent application process. We employ reputable law firms and other professionals to help us comply, and in many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with rules applicable to the particular jurisdiction. In some cases, we are also dependent on our licensors to take the necessary action to comply with these requirements with respect to our licensed intellectual property. However, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. If such an event were to occur, potential competitors might be able to enter the

market with similar or identical products or technology, which could have a material adverse effect on our business.

If we are unable to protect the confidentiality of our trade secrets, our business, and competitive position would be harmed.

In addition, we rely on the protection of our trade secrets, including unpatented know-how, technology, and other proprietary information to maintain our competitive position. Although we have taken steps to protect our trade secrets and unpatented know-how, including entering into confidentiality agreements with third parties, and confidential information and inventions agreements with employees, consultants, and advisors, we cannot provide any assurances that all such agreements have been duly executed, and any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. Trade secrets and know-how can be difficult to protect. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive, and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets.

Because we currently rely on other third parties to manufacture our product candidates and to perform quality testing, we must, at times, share our proprietary technology and confidential information, including trade secrets, with them. We seek to protect our proprietary technology and other trade secrets, in part, by entering into confidentiality agreements, consulting agreements, or other similar agreements with our advisors, employees, consultants, and other third parties prior to beginning research or disclosing proprietary information and other trade secrets. These agreements typically limit the rights of the third parties to use or disclose our confidential information, proprietary information, and other trade secrets. Despite the contractual provisions employed when working with third parties, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by our competitors, are intentionally or inadvertently incorporated into the technology of others or are disclosed or used in violation of these agreements.

Moreover, third parties may still obtain this information or may come upon this or similar information independently, and we would have no right to prevent them from using that technology or information to compete with us. If any of these events occur or if we otherwise lose protection for our trade secrets, the value of this information may be greatly reduced and our competitive position would be harmed. If we do not apply for patent protection prior to such publication or if we cannot otherwise maintain the confidentiality of our proprietary technology and other confidential information, then our ability to obtain patent protection or to protect our trade secret information may be jeopardized.

We may be subject to claims that we have wrongfully hired an employee from a competitor or that we or our employees have wrongfully used or disclosed alleged confidential information or trade secrets of their former employers.

As is common in the biopharmaceutical industry, in addition to our employees, we engage the services of consultants to assist us in the development of CNTY-101 and our other product candidates. Many of these consultants, and many of our employees, were previously employed at, or may have previously provided or may be currently providing consulting services to, other biopharmaceutical companies including our competitors or potential competitors. We may become subject to claims that we, our employees or a consultant inadvertently or otherwise used or disclosed trade secrets or other information proprietary to their former employers or their former or current clients. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel, which could adversely affect our business. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to our management team and other employees.

Risks related to our common stock

The trading price of the shares of our common stock could be highly volatile, and purchasers of our common stock could incur substantial losses.

Our stock price is likely to be volatile. The stock market in general and the market for stock of biopharmaceutical companies in particular have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. The market price for our common stock may be influenced by those factors discussed in this "Risk factors" section and many others, including:

- the commencement, enrollment, or results of our current and future preclinical studies and clinical trials, and the results of trials of our competitors or those of other companies in our market sector;
- regulatory approval of our product candidates, or limitations to specific label indications or patient populations for its use, or changes or delays in the regulatory review process;
- regulatory developments in the United States and foreign countries;
- changes in the structure of healthcare payment systems, especially in light of current reforms to the United States healthcare system;
- the success or failure of our efforts to acquire, license, or develop additional product candidates;
- innovations or new products developed by us or our competitors;
- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures, or capital commitments;
- manufacturing, supply or distribution delays or shortages;
- any changes to our relationship with FCDI, any manufacturers, suppliers, licensors, future collaborators, or other strategic partners;
- achievement of expected product sales and profitability;
- variations in our financial results or those of companies that are perceived to be similar to us;
- market conditions in the biopharmaceutical sector and issuance of securities analysts' reports or recommendations;
- trading volume of our common stock;
- an inability to obtain additional funding;
- sales of our stock by insiders and stockholders;
- general economic, industry, and market conditions, or other events or factors, many of which are beyond our control;
- additions or departures of key personnel; and
- intellectual property, product liability, or other litigation against us.

In addition, in the past, stockholders have initiated class action lawsuits against biopharmaceutical companies following periods of volatility in the market prices of these companies' stock. Such litigation, if instituted against us, could cause us to incur substantial costs and divert management's attention and resources, which could have a material adverse effect on our business, financial condition, and results of operations.

We do not currently intend to pay dividends on our common stock, and, consequently, your ability to achieve a return on your investment will depend on appreciation, if any, in the price of our common stock.

We have never declared or paid any cash dividend on our common stock. We currently anticipate that we will retain future earnings for the development, operation, and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. In addition, the terms of any future debt agreements may preclude us from paying dividends. Any return to stockholders will therefore be limited to the appreciation of their stock. There is no guarantee that shares of our common stock will appreciate in value or even maintain the price at which stockholders have purchased their shares.

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

Sales of a substantial number of shares of our common stock by our existing stockholders in the public market, or the perception that these sales might occur, could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that such sales may have on the prevailing market price of our common stock.

Our executive officers, directors, principal stockholders, and their affiliates have the ability to exercise significant control over our company, which will limit your ability to influence corporate matters and could delay or prevent a change in corporate control.

As of December 31, 2021, the existing holdings of our executive officers, directors, principal stockholders, and their affiliates, represented beneficial ownership, in the aggregate, of approximately 70% of our outstanding common stock. As a result, these stockholders, if they act together, will be able to influence our management and affairs and control the outcome of matters submitted to our stockholders for approval, including the election of directors and any sale, merger, consolidation, or sale of all or substantially all of our assets. These stockholders may have interests, with respect to their common stock, that are different from your interests

and the concentration of voting power among these stockholders may have an adverse effect on the price of our common stock. In addition, this concentration of ownership might adversely affect the market price of our common stock by:

- delaying, deferring or preventing a change of control of us;
- impeding a merger, consolidation, takeover or other business combination involving us; or
- discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of us.

We are an emerging growth company and a "smaller reporting company", and the reduced disclosure requirements applicable to emerging growth companies and "smaller reporting companies" may make our common stock less attractive to investors.

We are an emerging growth company, as defined in the Jumpstart Our Business Startups Act, or JOBS Act, and may remain an emerging growth company until December 31, 2026. However, if certain events occur prior to the end of such five-year period, including if we become a "large accelerated filer," our annual gross

revenues exceed $1.07 billion or we issue more than $1.0 billion of non-convertible debt in any three-year period, we will cease to be an emerging growth company prior to the end of such five-year period. For so long as we remain an emerging growth company, we are permitted and intend to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. The reduced disclosure and other requirements that we may take advantage of include:

- not being required to have our registered independent public accounting firm attest to management's assessment of our internal control over financial reporting;

- presenting reduced disclosure about our executive compensation arrangements;

- not being required to hold non-binding advisory votes on executive compensation or golden parachute arrangements; and

- extended transition periods for complying with new or revised accounting standards.

We have taken advantage of reduced reporting burdens in this Annual Report on Form 10-K. We cannot predict whether investors will find our common stock less attractive if we rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be reduced or more volatile. In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of these accounting standards until they would otherwise apply to private companies.

We are also a "smaller reporting company," meaning that the market value of our stock held by nonaffiliates is less than $700.0 million and our annual revenue is less than $100.0 million during the most recently completed fiscal year. We may continue to be a smaller reporting company if either (i) the market value of our stock held by non-affiliates is less than $250.0 million or (ii) our annual revenue is less than $100.0 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than $700.0 million. If we are a smaller reporting company at the time we cease to be an emerging growth company, we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company we may choose to present only the two most recent fiscal years of audited financial statements in our Annual Reports on Form 10-K and, similar to emerging growth companies, smaller reporting companies have reduced disclosure obligations regarding executive compensation.

We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives.

As a public company, and particularly after we are no longer an emerging growth company or smaller reporting company, we incur significant legal, accounting, and other expenses that we did not incur as a private company prior to our IPO. In addition, the Sarbanes-Oxley Act and rules subsequently implemented by the Securities and Exchange Commission, or the SEC, and The Nasdaq Stock Market LLC, or Nasdaq, impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel devote a substantial amount of time to comply with these requirements. Moreover, these rules and regulations increase our legal and financial compliance costs and make some activities more time-consuming and costly.

Pursuant to Section 404 of the Sarbanes-Oxley Act, we are required to furnish a report by our management on our internal control over financial reporting, including an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. However, while we remain an emerging growth company or a smaller reporting company with less than $100 million in annual revenue, we will not be required to include an attestation report on internal control over financial reporting issued by our

independent registered public accounting firm. We could be an emerging growth company for up to five years. To achieve compliance with Section 404 of the Sarbanes-Oxley Act within the prescribed period, we will be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that neither we nor our independent registered public accounting firm will be able to conclude within the prescribed timeframe that our internal control over financial reporting is effective as required by Section 404 of the Sarbanes-Oxley Act. This could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

If securities or industry analysts do not publish research or reports or publish unfavorable research or reports about our business, our stock price and trading volume could decline.

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us, our business, our market, or our competitors. If one or more of the analysts who covers us downgrades our stock, our stock price would likely decline. If one or more of these analysts ceases to cover us or fails to regularly publish reports on us, interest in our stock could decrease, which could cause our stock price or trading volume to decline.

Provisions in our corporate charter documents and under Delaware law could discourage another company from acquiring us and may prevent attempts by our stockholders to replace or remove our current management.

Provisions in our second amended and restated certificate of incorporation and our amended and restated bylaws may discourage, delay or prevent, a merger, acquisition or other change in control of us that stockholders may consider favorable, including transactions in which stockholders might otherwise receive a premium for their shares. These provisions could also limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. As our board of directors is responsible for appointing the members of our management team, these provisions could in turn affect any attempt by our stockholders to replace current members of our management team. These provisions provide, among other things, that:

- our board of directors has the exclusive right to expand the size of our board of directors and to elect directors to fill a vacancy created by the expansion of the board of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;

- our board of directors is divided into three classes, Class I, Class II, and Class III, with each class serving staggered three-year terms, which may delay the ability of stockholders to change the membership of a majority of our board of directors;

- our stockholders may not act by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;

- a special meeting of stockholders may be called only by the chair of our board of directors, our chief executive officer, or a majority of our board of directors, which may delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors;

- our second amended and restated certificate of incorporation prohibits cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;

- our board of directors may alter certain provisions of our amended and restated bylaws without obtaining stockholder approval;

- the approval of the holders of at least two-thirds of the outstanding shares of our capital stock is required to adopt, amend, or repeal our amended and restated bylaws, unless such action is recommended by our board of directors at an annual or special meeting of shareholders;

- the approval of the holders of at least two-thirds of the outstanding shares of our capital stock is required to adopt, amend, or repeal provisions in our second amended and restated certificate of incorporation relating to (i) the amendment of the second amended and restated certificate of incorporation or amendment of the amended and restated bylaws, (ii) stockholder action, (iii) election and removal of directors, (iv) limitations on liability and (v) exclusive forum for proceedings;

- stockholders must provide advance notice and additional disclosures to nominate individuals for election to the board of directors or to propose matters that can be acted upon at a stockholders' meeting, which may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain voting control of our shares; and

- our board of directors is authorized to issue shares of preferred stock and to determine the terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the General Corporation Law of the State of Delaware, or DGCL, which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner.

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

Our second amended and restated certificate of incorporation and amended and restated bylaws provide that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the DGCL, our amended and restated certificate of incorporation, or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine; provided, that, this provision would not apply to suits brought to enforce a duty or liability created by the Securities Exchange Act of 1934, as amended, or the Exchange Act. Furthermore, our amended and restated certificate of incorporation provides that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. These choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage such lawsuits against us and our directors, officers, and other employees. By agreeing to this provision, however, stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder. Furthermore, the enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. If a court were to find the choice of forum provisions in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may

incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business and financial condition.

We could be subject to securities class action litigation.

In the past, securities class action litigation has often been brought against a company following a decline in the market price of its securities. This risk is especially relevant for us because biopharmaceutical and pharmaceutical companies have experienced significant stock price volatility in recent years. If we face such litigation, it could result in substantial costs and a diversion of management's attention and resources, which could harm our business.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our principal executive offices are located in Philadelphia, Pennsylvania, pursuant to a short-term lease. We operate in three laboratory spaces in Philadelphia pursuant to leases that expire in January 2026, January 2031 and May 2023. Additionally, we lease office and laboratory space in Seattle, Washington pursuant to leases expiring in January 2030 and May 2030, respectively. Century Canada's operations are located in Hamilton, Ontario, pursuant to a lease that expires in October 2025. We have finished construction and will complete the operational fit out of a 53,000 square foot cell therapy manufacturing facility on a tract of land in Branchburg, New Jersey pursuant to a lease expiring in May 2037. We believe that our current facilities are adequate to meet our ongoing needs, and that, if we require additional space, we will be able to obtain additional facilities on commercially reasonable terms.

ITEM 3. LEGAL PROCEEDINGS

We are not currently a party to any material legal proceedings. From time to time, we may become involved in other litigation or legal proceedings relating to claims arising from the ordinary course of business.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Market Information

Our common stock is publicly traded on the Nasdaq Global Market under the symbol "IPSC."

Holders

As of February 28, 2022, we had approximately 57 record holders of our common stock.

Dividends

Our ability to pay cash dividends is currently restricted by the terms of our Loan and Security Agreement with Hercules Capital, Inc., as discussed in Note 9 - "Long term debt" in the notes to our consolidated financial statements.

Use of Proceeds from Initial Public Offering

On June 22, 2021, we completed our IPO. Our registration statement on Form S-1 (File No. 333- 256648) relating to the IPO was declared effective by the SEC on June 17, 2021. We issued an aggregate of 12,132,500 shares of our common stock at a price of $20.00 per share for aggregate net cash proceeds of $221.4 million, after deducting approximately $17.0 million in underwriting discounts and commissions and approximately $4.0 million in other offering costs. None of the expenses associated with the IPO were paid to directors, officers, persons owning 10% or more of any class of equity securities, or to their associates, or to our affiliates.

The sale and issuance of 12,132,500 shares in the IPO closed on June 22, 2021. J.P. Morgan, BofA Securities, SVB Leerink and Piper Sandler acted as joint book-running managers for the IPO.

As of December 31, 2021, the net proceeds from our IPO have been invested in U.S. treasury bills and corporate bonds. There has been no material change in the planned use of proceeds from the IPO from that described in the prospectus filed with the SEC pursuant to Rule 424(b)(4) under the Securities Act on June 21, 2021.

Securities Authorized for Issuance Under Equity Compensation Plans

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

Recent Sales of Unregistered Securities

There have been no sales of unregistered securities other than as previously disclosed by the Company in our Quarterly Report on Form 10-Q as filed with the SEC on August 12, 2021.

Issuer Purchases of Equity Securities

None.

ITEM 6. RESERVED

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's discussion and analysis of financial condition and results of operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our audited consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K and our audited consolidated financial statements and the related notes thereto. This discussion, particularly information with respect to our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, includes forward-looking statements that involve risks and uncertainties as described under the heading "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors" in this Annual Report on Form 10-K. You should review the disclosure under the heading "Risk Factors" herein for a discussion of important factors that could cause our actual results to differ materially from those anticipated in these forward-looking statements.

Overview

We are an innovative biotechnology company developing transformative allogeneic cell therapies to create products for the treatment of both solid tumor and hematological malignancies with significant unmet medical need. We have created a comprehensive allogeneic cell therapy platform that includes industry-leading induced pluripotent stem cells, or iPSCs, differentiation know-how to generate immune effector cells from iPSCs, or iPSC- derived cells, clustered regularly interspaced short palindromic repeats, or CRISPR, mediated precision gene editing that allows us to incorporate multiple transgenes and remove target genes intended to optimize cell product performance, sophisticated protein engineering capabilities to develop proprietary next generation chimeric antigen receptors, or CARs, our proprietary Allo-EvasionTM technology intended to prevent rejection of our cell products by the host immune system, and cutting edge manufacturing capabilities intended to minimize product development and supply risk. We believe that these vertically integrated capabilities will allow us to further expand our existing pipeline and develop therapeutics from iPSC-derived natural killer cells, or iNK cells, or iNK, and iPSC-derived T cells, or iT cells, or iT, that may provide enhanced clinical outcomes compared to available therapeutic options. Our vision is to become a premier fully integrated biotechnology company by developing and ultimately commercializing off-the-shelf allogeneic cell therapies that dramatically and positively transform the lives of patients suffering from life-threatening cancers. To achieve our vision, we have assembled a world-class team whose members collectively have decades of experience in cell therapy and drug development, manufacturing, and commercialization.

We were formed in 2018 as Century Therapeutics, Inc., or Prior Century. In 2019, in connection with our investment from Bayer Healthcare LLC, or Bayer, Prior Century contributed substantially all of its operating assets and cash to a newly formed entity, Century Therapeutics, LLC, or the LLC Entity. We refer to this transaction as the 2019 Reorganization. The 2019 Reorganization was accounted for as an asset acquisition under US Generally Accepted Accounting Principles, and as a result we recorded a one-time non-cash charge in the amount of $225.9 million which represented the fair value of the contributed in-process research and development, or IPR&D, of Prior Century. The IPR&D asset acquired was Prior Century's comprehensive allogeneic cell therapy platform.

Until February 2021, our business was operated through the LLC Entity. In February 2021, in connection with the sale of 24,721,999 shares of our Series C preferred stock, or the Series C Financing, the LLC Entity converted from a Delaware limited liability company to a Delaware C corporation. Upon completion of this conversion, Prior Century, whose only significant asset was its equity investment in LLC, merged with the C corporation, and in connection therewith the C corporation changed its name to "Century Therapeutics, Inc." We refer to these transactions as the 2021 Reorganization.

Our operations to date have been limited to organizing and staffing our company, business planning, raising capital, conducting discovery and research activities, filing patent applications, identifying potential product candidates and preparing to initiate and conduct clinical trials, undertaking preclinical studies and in-licensing intellectual property. All of our programs are currently in the development stage, and we do not have any products approved for sale. Since our inception, we have incurred net losses each year. We had an accumulated deficit of $388.2 million as of December 31, 2021. Substantially all of our losses have resulted from expenses incurred in connection with our research and development programs, the acquisition of in-process research and development and from general and administrative costs associated with our operations. Included in our accumulated deficit, as noted above, is a non-cash expense of $225.9 million related to the fair value of the in-process research and development of Prior Century.

In June 2021, we completed our initial public offering, or IPO, in which we issued and sold 12,132,500 shares of our common stock, at a public offering price of $20.00 per share. We received net proceeds of $221.4 million after deducting underwriting discounts, commissions, and other offering costs of $21.2 million in the aggregate. To date, we have funded our operations from the issuance and sale of our equity securities and the receipt of payments from Bristol-Myers Squibb, in connection with our collaboration as described below, and have not generated any revenues. Since our inception, we have raised approximately $564 million in net proceeds from sales of our equity securities. As of December 31, 2021, we had cash and cash equivalents of $56.4 million and investments of $302.3 million. Based on our current business plans, we believe, our cash, cash equivalents and investments as of December 31, 2021, together with the proceeds received from the discovery collaboration with Bristol-Myers Squibb (which was received during the first quarter of 2022), will be sufficient for us to fund our operating expenses and capital expenditures requirements into 2025. We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect. We anticipate that our expenses and operating losses will increase substantially over the foreseeable future. The expected increase in expenses will be driven in large part by our ongoing activities, if and as we:

- continue to advance our iPSC cell therapy platforms;
- continue preclinical development of, and initiate clinical development of CNTY-101 and our other product candidates;
- seek to discover and develop additional product candidates;
- establish and validate our own clinical-scale current good manufacturing practices, or cGMP, facilities;
- seek regulatory approvals for any of our other product candidates that successfully complete clinical trials;
- maintain, expand, protect, and enforce our intellectual property portfolio;
- acquire or in-license other product candidates and technologies;
- incur additional costs associated with operating as a public company, which will require us to add operational, financial and management information systems and personnel, including personnel to support our drug development and any future commercialization efforts; and
- increase our employee headcount and related expenses to support these activities.

We are also investing early in building our capabilities in key areas of manufacturing sciences and operations, including development of our iPSC cell therapy platforms, product characterization, and process analytics from the time product candidates are in early research phases. Our investments also include scaled research solutions, scaled infrastructure, and novel technologies intended to improve efficiency, characterization, and scalability of manufacturing.

We anticipate that we will need to raise additional financing in the future to fund our operations, including funding for preclinical studies, clinical trials and the commercialization of any approved product candidates. We intend to use the proceeds from such financings to, among other uses, fund research and development of our product candidates and development programs, including our pre-clinical and clinical development of CNTY-101, CNTY-103, and CNTY-102, and as well as CNTY-104 and CNTY-106 in collaboration with Bristol-Myers Squibb. Until such time, if ever, as we can generate significant product revenue, we expect to finance our operations with our existing cash and cash equivalents, investments, any future equity or debt financings, and upfront and milestone and royalties payments, if any, received under future licenses or collaborations. We may not be able to raise additional capital on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, results of operations, and financial condition would be adversely affected. Because of the numerous risks and uncertainties associated with product development, we are unable to predict the timing or amount of increased expenses or when or if we will be able to achieve or maintain profitability.

The global COVID-19 pandemic continues to evolve rapidly, and we will continue to monitor it closely. The extent of the impact of the COVID-19 pandemic on our business, operations, and clinical development timelines and plans remains uncertain and will depend on certain developments, including the duration and spread of the outbreak, including as a result of the emergence of new variants of COVID-19, such as the delta and omicron variants, and its impact on our clinical trial enrollment, trial sites, CROs, contract manufacturing organizations, and other third parties with whom we do business, as well as its impact on regulatory authorities and our key scientific and management personnel. We have experienced modest delays in our discovery and development activities as a result of the COVID-19 pandemic, primarily due to temporary and partial shutdowns at certain of our CROs and academic institutions that have since resumed operations, and due to governmental responses to the pandemic. The ongoing pandemic has led to the implementation of various responses, including travel restrictions, mask mandates, social distancing requirements and other public health safety measures. In response, and in compliance with rapidly changing local and state regulations, we have implemented a mandatory vaccination policy for all employees and have taken other precautionary measures, including testing of any employees displaying symptoms of COVID-19. While the vaccines have proven effective in reducing the severity and mortality of COVID-19 including the variants that have evolved to date, the overall vaccination rate in the United States may have not reached the level required for herd immunity. Certain variants of COVID-19, such as the delta and omicron variants, are proving to be more easily spread than earlier variants. The emergence of new variants, which could prove resistant to existing vaccines, could again result in major disruptions to businesses and markets worldwide. We will continue to actively monitor the situation related to COVID-19 and may take further actions that alter our operations, including those that may be required by federal, state, or local authorities, or that we determine are in the best interests of our employees and other third parties with whom we do business. The extent to which the ongoing pandemic may affect our preclinical studies, clinical trials, business, financial condition, and results of operations will depend on future developments, which are highly uncertain and cannot be predicted at this time.

License and collaboration agreements

Fujifilm Cellular Dynamics, Inc. (FCDI)

On September 18, 2018, we entered into a license agreement, or the Differentiation License, with FCDI. The Differentiation License, as amended, provides us with an exclusive license under certain patents and know-how related to human iPSC consisting of cells that are or are modifications of NK cells, T cells, dendritic cells and macrophages derived from human iPSC. In consideration for the Differentiation License, Prior Century issued 2,980,803 shares of common stock to FCDI, which were exchanged for 2,980,803 shares of common stock in connection with the Reorganization.

Also on September 18, 2018, we entered into the non-exclusive license, or the Reprogramming License, with FCDI. The Reprogramming License, as amended, provides us with a non-exclusive license under certain patents and know- how related to the reprogramming of human somatic cells to iPSCs and provide us access

to iPSC lines for clinical use. Under the Reprogramming License, we are required to make certain developmental and regulatory milestone payments as well as royalty payments upon commercialization in the low single digits. The potential development and regulatory milestone payments to be paid by us to FCDI are approximately $6 million per licensed product. In connection with the Reprogramming License, we entered into a collaboration agreement, or the FCDI Collaboration Agreement, with FCDI pursuant to which we agreed to fund research and development work at FCDI pursuant to a research plan.

On October 21, 2019, we entered into the FCDI Collaboration Agreement with FCDI, whereby FCDI provides certain services to us to develop and manufacture iPSCs and immune cells derived therefrom. Under the terms of the FCDI Collaboration Agreement, as amended, FCDI will provide services in accordance with the approved research plan and related research budget. The research plan covers the period from the date of execution of the FCDI Collaboration Agreement through March 31, 2022, with the related research budget of approximately $31.4 million.

On January 7, 2022, we and FCDI entered into a letter agreement, or the Letter Agreement, which amends each of the FCDI agreements as further discussed in Note 18 to our consolidated financial statements. Pursuant to the Letter Agreement, and in consideration for amending the FCDI Agreements, we agreed to pay to FCDI (i) an upfront payment of $10 million, (ii) a percentage of any milestone payments received by us under the Research, Collaboration and License Agreement, with Bristol-Myers Squibb, or the Collaboration Agreement, in respect of achievement of development or regulatory milestones specific to Japan, and (iii) a percentage of all royalties received by us under the Collaboration Agreement in respect of sales of products in Japan.

During the years ended December 31, 2021 and 2020, we made payments of $16,220 and $5,311 and incurred research and development expenses of $16,669 and $9,002, and legal fees of $83 and $52, respectively, related to the FCDI agreements, recorded within general and administrative expenses in its consolidated statements of operations and comprehensive loss. As of December 31, 2021 and 2020, there was $2,375 and $1,844 in accounts payable related to the FCDI agreements on the consolidated balance sheets.

As of December 31, 2021, we incurred $31.0 million of the $38.0 million budget under the FCDI Collaboration Agreement.

Bristol-Myers Squibb

On January 7, 2022, we entered into the Collaboration Agreement with Bristol-Myers Squibb to collaborate on the research, development and commercialization of iNK and iT cell programs for hematologic malignancies and solid tumors (each a “Collaboration Program,” and each product candidate developed within such Collaboration Program, a “Development Candidate”).

Pursuant to the Collaboration Agreement, we and Bristol-Myers Squibb will initially collaborate on two Collaboration Programs and Bristol-Myers Squibb has the option to add up to two additional Collaboration Programs, for an additional fee. The initial two Collaboration Programs are focused on AML and multiple myeloma, respectively. The two additional Collaboration Programs that Bristol-Myers Squibb may elect to add to the collaboration will focus on targets chosen from a set of reserved targets or other targets selected by Bristol-Myers Squibb, which can be nominated subject to certain conditions agreed with us and outlined in the Collaboration Agreement.

Under the Collaboration Agreement, we will be responsible for generating Development Candidates for each Collaboration Program with a goal of producing Development Candidates that meet pre-specified criteria. Bristol-Myers Squibb has the option, exercisable for a specified period of time after the Development Candidate for each Collaboration Program is deemed to meet the applicable criteria, to elect to exclusively license from the Development Candidates created in each Collaboration Program for pre-clinical development, clinical development and commercialization on a worldwide basis (each a “License Option”).

Following Bristol-Myers Squibb's exercise of the License Option with respect to a Collaboration Program, we will be responsible for performing IND-enabling studies, supporting Bristol-Myers Squibb's preparation and submission of an IND and manufacturing of clinical supplies until completion of a proof of concept clinical trial for the relevant Development Candidates, in each case at pre-agreed rates. Bristol-Myers Squibb will be responsible for all regulatory, clinical, manufacturing (after the proof of concept clinical trial) and commercialization activities for such Development Candidates worldwide.

We have the option to co-promote with Bristol-Myers Squibb Development Candidates generated from the initial AML Collaboration Program and, if Bristol-Myers Squibb elects to expand to a fourth Collaboration Program, Development Candidates generated from the fourth Collaboration Program.

Under the terms of the Collaboration Agreement, Bristol-Myers Squibb made a non-refundable, upfront cash payment of $100 million and will pay an exercise fee upon the exercise of the License Option with respect to a Collaboration Program (each such Collaboration Program, a "Licensed Program" and product candidates developed under a Licensed Program, "Licensed Products"). With respect to each Licensed Program, Bristol-Myers Squibb will pay up to $235 million in milestone payments upon the first achievement of certain development and regulatory milestones within such Licensed Program. In addition, Bristol-Myers Squibb will pay the up to $500 million per Licensed Product in net sales-based milestone payments.

Bristol-Myers Squibb will also pay the Company tiered royalties per Licensed Product as a percentage of net sales in the high-single digits to low-teens, subject to reduction for biosimilar competition, compulsory licensing and certain third party licenses costs. If we exercise our co-promote option, such royalty percentage will be increased to low-teens to high-teens in respect of the sales of the co-promoted Licensed Products in the United States. The royalty term shall terminate on a Licensed Product-by-Licensed Product and country-by-country basis on the latest of (i) the twelve (12) year anniversary of the first commercial sale of such Licensed Product in such country, (ii) the expiration of any regulatory exclusivity period that covers such Licensed Product in such country, and (iii) the expiration of the last-to-expire licensed patent owned by us or a jointly owned patent that covers such the Licensed Product in such country. After expiration of the applicable royalty term for a Licensed Product in a country, all licenses granted by us to Bristol-Myers Squibb for such Licensed Product in such country will be fully paid-up, royalty-free, perpetual and irrevocable.

In connection with the Collaboration Agreement, Bristol-Myers Squibb purchased 2,160,760 shares of our common stock at a price per share of $23.14, for an aggregate purchase price of $50 million.

iCELL and Distributed Bio

We also have entered into a sublicense agreement with iCELL Inc. and a master services agreement with Distributed Bio, Inc. See Note 11 to our consolidated financial statements.

Empirica acquisition

On June 9, 2020, we acquired certain assets of Empirica Therapeutics, or Empirica, a privately-held early-stage biotechnology company focused on the development of adoptive immunotherapies against the most aggressive and treatment-resistant forms of cancers, including glioblastoma and brain metastasis for a total purchase price of $4.7 million.

The transaction was accounted for as an asset acquisition of IPR&D. Total consideration in the acquisition was $4.7 million, consisting of cash consideration of $4.5 million and transaction expenses of $0.2 million. In addition to the purchase price, $1.5 million was deposited in escrow, or the Escrow Deposit, whereby release of the Escrow Deposit is subject to the terms of a promissory note, which provides for the funds to be released in equal installments over a three-year period related to continuing services by former Empirica shareholders who are employed by us. In July 2021, the first annual installment of $523 was released from escrow. The Escrow Deposit is recognized as an asset and the promissory note is post- acquisition compensation expense, which will be accrued over the term of the promissory note. We recorded $0.3 million compensation in research and development expense for each of the years ended December 31, 2021 and 2020. For further details regarding this acquisition, see Note 4 to our consolidated financial statements.

Components of operating results

Operating expenses

Research and development

To date, research and development expenses have related primarily to discovery and development of our iPSC cell therapy platform technology and product candidates and acquired in-process research and development. Research and development expenses are recognized as incurred and payments made prior to the receipt of goods or services to be used in research and development are recorded as prepaid expenses until the goods or services are received.

Research and development expenses consist of personnel-related costs, including salaries, and benefits, stock compensation expense, external research and development expenses incurred under arrangements with third parties, laboratory supplies, costs to acquire and license technologies facility and other allocated expenses, including rent, depreciation, and allocated overhead costs, and other research and development expenses.

We deploy our employee and infrastructure resources across multiple research and development programs for developing our iPSC cell therapy platforms, identifying and developing product candidates, and establishing manufacturing capabilities. Due to the number of ongoing projects and our ability to use resources across several projects, the vast majority of our research and development costs are not recorded on a program-specific basis. These include costs for personnel, laboratory, and other indirect facility and operating costs.

Research and development activities account for a significant portion of our operating expenses. We anticipate that our research and development expenses will increase for the foreseeable future as we expand our research and development efforts including expanding the capabilities of our iPSC cell therapy platforms, identifying product candidates, completing preclinical studies and commencing clinical trials, seeking regulatory approval of our product candidates, and incurring costs to acquire and license technologies aligned with our goal of translating iPSCs to therapies. A change in the outcome of any of these variables could mean a significant change in the costs and timing associated with the development of our product candidates.

General and administrative

General and administrative expenses consist of personnel-related costs, including salaries, benefits, and non-cash stock-based compensation, for our employees in executive, legal, finance, human resources, information technology, and other administrative functions, legal fees, consulting fees, recruiting costs, and facility costs not otherwise included in research and development expenses. Legal fees include those related to corporate and patent matters.

We anticipate that our general and administrative expenses will increase over the foreseeable future to support our continued research and development activities, operations generally, future business

development opportunities, consulting fees, as well as due to the increased costs of operating as a public company.

Write-off of in-process research and development

Acquired in-process research and development assets are charged to expense at the acquisition date. In-process research and development charges for the year ended December 31, 2020 relate to the acquisition of Prior Century's and Empirica's assets.

Interest expense

Interest expense relates to interest incurred on the Loan Agreement we entered into with Hercules Capital, Inc., or Hercules, in December 2020, as well as amortization of the related deferred financing cost. See Note 9 to our consolidated financial statements.

Other income, net

Interest income, net consists of interest earned on our cash, cash equivalents and investment balances.

Income taxes

Until February 25, 2021, we were organized as a limited liability company, which is considered a passthrough entity for federal and state income tax purposes. As such, any taxable income or loss realized by us for the year ended December 31, 2020 was allocated to the members in accordance with their respective membership interest and reported on their individual tax returns. Subsequent to the conversion of the LLC Entity to a C-Corp on February 25, 2021, we have incurred losses and recorded a full valuation allowance on all of our net deferred tax assets. As of December 31, 2021, the Company recorded $43 thousand in provisions for income taxes related to its subsidiary Century Therapeutics Canada ULC in the accompanying consolidated financial statements. There were no provisions or benefit for income taxes in 2020.

Results of operations

Comparison of the years ended December 31, 2021 and 2020

The following table summarizes the components of our research and development expenses for the periods presented:

	Year Ended December 31, 2021	Year Ended December 31, 2020	Change
		(in thousands)	
Operating expenses:			
Research and development	$ 75,648	$ 39,681	$ 35,967
General and administrative	19,235	9,495	9,740
Write off of in-process research and development asset	—	4,722	(4,722)
Total operating expenses	94,883	53,898	40,985
Loss from operations	(94,883)	(53,898)	(40,985)
Other income (expense):			
Interest expense	(1,275)	(381)	(894)
Other income, net	377	704	(327)
Total other income (expense)	(898)	323	(1,221)
Loss before provision for income taxes	(95,781)	(53,575)	(42,206)
Provision for income taxes	43	—	43
Net loss	$ (95,824)	$ (53,575)	$ (42,249)

Research and development expenses

The following table summarizes the components of our research and development expenses for the periods presented:

	Year Ended December 31, 2021	Year Ended December 31, 2020	Change
	(in thousands)		
Personnel and related costs	$ 24,651	$ 14,901	$ 9,750
Facility and other allocated costs	8,780	3,262	5,518
Research and laboratory	20,747	10,518	10,229
Collaborations	16,669	9,002	7,667
Consulting	2,796	730	2,066
Other	2,005	1,268	737
Total research and development expense	$ 75,648	$ 39,681	$ 35,967

Research and development expenses were $75.7 million and $39.7 million for the years ended December 31, 2021 and 2020, respectively. The increase of $36.0 million was primarily due to:

- an increase in personnel-related expenses of $9.8 million, including an increase of stock-based compensation of $1.6 million, which was primarily attributable to an increase in headcount to expand our research and development capabilities;
- an increase of $5.5 million of facility and other allocated costs, including rent and allocated overhead costs as a result of an expansion of our geographic footprint for office and lab space;
- an increase of $10.2 million in research and laboratory costs, including laboratory supplies, preclinical studies, and other external research expenses;
- an increase of $7.7 million for collaborative arrangements with FCDI;
- an increase of $2.1 million of consulting costs primarily for temporary personnel to assist in the expansion of our research and development capabilities; and
- an increase of $0.8 million of other expenses.

General and administrative expenses

General and administrative expenses were $19.2 million and $9.5 million for the years ended December 31, 2021 and 2020, respectively. The increase of $9.7 million was primarily due to increased personnel and related costs of $4.8 million, including an increase of stock-based compensation of $2.2 million, primarily attributable to an increase in headcount to build our infrastructure, increased directors' and officers' insurance expense of $1.7 million and increased professional fees of $2.3 million relating to accounting, audit and legal services as well as costs associated with ongoing business activities and operating as a public company, and increased information technology and facility costs, including rent, of $0.9 million.

Write-off of in-process research and development

The write off of in-process research and development of $4.7 million for the year ended December 31, 2020 relates to the acquisition of the assets of Empirica.

Interest expense

Interest expense was $1.3 million and $0.4 million for the years ended December 31, 2021 and 2020, respectively, which related to our Loan Agreement with Hercules.

Other income, net

Interest income was $0.4 million and $0.7 million for the years ended December 31, 2021 and 2020, respectively, which included interest earned on our cash, cash equivalents, and investment balances. The decrease in our interest income was due to lower interest rates earned on average balances of cash, cash equivalents and investments.

Liquidity, capital resources, and capital requirements

Sources of liquidity

To date, we have funded our operations from the issuance and sale of our equity securities and debt financing and have not generated any revenues. Since our inception, we have raised approximately $564 million in net proceeds from the sales of our equity securities. As of December 31, 2021, we had cash, and cash equivalents of $56.4 million and investments of $302.3 million. Based on our research and development plans, we believe our existing cash, cash equivalents and investments, including the $150 million received in the first quarter of 2022 from Bristol-Myers Squibb, will be sufficient to fund our operating expenses and capital expenditures requirements into 2025. Since our inception, we have not generated any revenue from product sales or any other sources, and we have incurred significant operating losses. We have not yet commercialized any products and we do not expect to generate revenue from sales of any product candidates for a number of years, if ever. We had an accumulated deficit of $388.2 million as of December 31, 2021. As further described in Note 3 of our consolidated financial statements, we obtained a cash capital commitment from Bayer totaling $215 million, from which net proceeds of $74.8 million were received in June 2019, $38.1 million were received in November 2020 and $31.9 million were received in January 2021. The commitment agreement terminated in connection with the Series C Financing, and Bayer has no continuing obligation to invest any additional amounts thereunder. As further described in Note 9 of our consolidated financial statements, we entered into a Loan Agreement with Hercules, pursuant to which net proceeds of $9.6 million were received by us in September 2020. As further described in Note 10 of our consolidated financial statements, in February 2021, we sold 24,721,999 shares of our Series C preferred stock to certain institutional investors for net proceeds of approximately $159.6 million. Upon the closing of our IPO, the Series C preferred stock automatically converted into 9,825,513 shares of common stock. On June 22, 2021, we closed our IPO in which we issued and sold 12,132,500 shares of our common stock at a public offering price of $20.00 per share. We received net proceeds of $221.2 million after deducting underwriting discounts and commissions and other expenses. As described in Note 18, in January 2022 we entered into a Collaboration Agreement with Bristol-Myers Squibb resulting in an upfront payment of $100 million. In connection with the Collaboration Agreement, Bristol-Myers Squibb also purchased 2,160,760 shares of the our common stock at a price per share of $23.14, for an aggregate purchase price of $50 million.

Future funding requirements

We expect to incur additional losses in the foreseeable future as we conduct and expand our research and development efforts, including conducting preclinical studies and clinical trials, developing new product candidates, establishing internal and external manufacturing capabilities, and funding our operations generally. Based on our current business plans, we believe that the net proceeds received from the IPO, together with our existing cash, cash equivalents, and investments, will be sufficient for us to fund our operating expenses and capital expenditure requirements for at least the next 12 months after this filing. We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect. However, we anticipate that we will need to raise additional financing in the future to fund our operations, including the commercialization of any approved product candidates. We are subject to the risks typically related to the development of new products, and we may

encounter unforeseen expenses, difficulties, complications, delays, and other unknown factors that may adversely affect our business.

Our future capital requirements will depend on many factors, including:

- the scope, timing, progress, costs, and results of discovery, preclinical development, and clinical trials for our current and future product candidates;
- the number of clinical trials required for regulatory approval of our current and future product candidates;
- the costs, timing, and outcome of regulatory review of any of our current and future product candidates;
- the cost of manufacturing clinical and commercial supplies of our current and future product candidates;
- the costs and timing of future commercialization activities, including manufacturing, marketing, sales, and distribution, for any of our product candidates for which we receive marketing approval;
- the costs and timing of preparing, filing, and prosecuting patent applications, obtaining, maintaining, protecting, and enforcing our intellectual property rights, and defending any intellectual property-related claims, including any claims by third parties that we are infringing upon, misappropriating, or violating their intellectual property rights;
- our ability to maintain existing, and establish new, strategic collaborations, licensing, or other arrangements and the financial terms of any such agreements, including the timing and amount of any future milestone, royalty, or other payments due under any such agreement;
- the revenue, if any, received from commercial sales of our product candidates for which we receive marketing approval;
- expenses to attract, hire and retain, skilled personnel;
- the costs of operating as a public company;
- our ability to establish a commercially viable pricing structure and obtain approval for coverage and adequate reimbursement from third-party and government payors;
- addressing any potential interruptions or delays resulting from factors related to the COVID-19 pandemic, including the emergence of new variants of COVID-19, such as the delta and omicron variants;
- the effect of competing technological and market developments; and
- the extent to which we acquire or invest in businesses, products, and technologies.

Until and unless we can generate substantial product revenue, we expect to finance our cash needs through the proceeds from a combination of equity offerings and debt financings, and potentially through additional license and development agreements or strategic partnerships or collaborations with third parties. Financing may not be available in sufficient amounts or on reasonable terms. In addition, market volatility resulting from the COVID-19 pandemic, political unrest and hostilities or other factors could adversely impact our ability to access capital as and when needed. We have no commitments for any additional financing and will likely be

required to raise such financing through the sale of additional securities, which, in the case of equity securities, may occur at prices lower than the offering price of our common stock. If we sell equity or equity-linked securities, our current stockholders, may be diluted, and the terms may include liquidation or other preferences that are senior to or otherwise adversely affect the rights of our stockholders. Moreover, if we issue debt, we may need to dedicate a substantial portion of our operating cash flow to paying principal and interest on such debt and we may need to comply with operating restrictions, such as limitations on incurring additional debt, which could impair our ability to acquire, sell or license intellectual property rights which could impede our ability to conduct our business.

Cash flows

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

	Year ended December 31, 2021	Year ended December 31, 2020
	(in thousands)	
Net cash (used in) provided by:		
Operating activities	$ (89,002)	$ (41,269)
Investing activities	(298,338)	(22,757)
Financing activities	417,774	47,690
Net increase (decrease) in cash, cash equivalents, and restricted cash	$ 30,434	$ (16,336)

Operating activities

Net cash used in operating activities was $89.0 million, and $41.3 million for the years ended December 31, 2021 and 2020, respectively. Net cash used in operating activities during the year ended December 31, 2021 consisted primarily of our net loss of $95.8 million and net cash outflows from decreases in our accounts payable of $1.8 million, increases in our prepaid expenses and other assets of $3.2 million, partially offset by increases in accrued expenses and other liabilities of $1.5 million, and non-cash charges of $9.6 million. The non-cash charges of $9.6 million consisted primarily of $3.7 million for depreciation expense, non-cash stock-based compensation expense of $4.7 million, and non-cash operating lease expense of $0.8 million.

Net cash used in operating activities for the year ended December 31, 2020 consisted primarily of our net loss of $53.6 million and funding of an escrow deposit of $1.5 million partially offset by increases in our accounts payable of $2.1 million, accrued expenses and other liabilities of $2.3 million, operating lease liability of $2.2 million, and non-cash charges of $7.4 million. The non-cash charges of $7.4 million consisted primarily of $1.4 million for depreciation expense, non-cash stock-based compensation expense of $0.9 million, non-cash operating lease expense of $0.4 million, and write off of in-process research and development asset of $4.7 million from an asset acquisition.

Investing activities

Cash used in investing activities was $298.3 million and $22.8 million for the years ended December 31, 2021 and 2020, respectively. Cash used in investing activities for the year ended December 31, 2021 consisted primarily of net purchases of investments of $330.0 million, and purchases of property and equipment of $45.0 million partially offset by net sales of fixed maturity securities of $76.7 million.

Cash used in investing activities for the year ended December 31, 2020 consisted primarily of net cash used for an asset acquisition of $4.7 million, payments for purchase of fixed maturity securities of $49.9 million, and purchases of property and equipment of $9.8 million, partially offset by net sales of fixed maturity securities of $41.7 million.

Financing activities

Cash provided by financing activities was $417.8 million and $47.7 million for the years ended December 31, 2021 and 2020, respectively. Cash provided by financing activities for the year ended December 31, 2021 consisted primarily of net proceeds from our initial public offering of $221.4 million, net proceeds from collection of subscription receivable of $31.9 million and net proceeds from sale of our Series C preferred shares of $159.6 million which upon initial public offering were converted to common stock, and cash of $2.3 million resulting from Prior Century merging with and into us.

Cash provided by financing activities for the year ended December 31, 2020 consisted primarily of net proceeds from collection of subscription receivable of $38.1 million, net proceeds of $9.7 million from the Loan Agreement with Hercules offset by payments of $0.1 million of deferred financing costs.

As described in Note 18 to our consolidated financial statements, in January 2022 we entered into the Collaboration Agreement with Bristol-Myers Squibb resulting in an upfront payment of $100 million. In connection with the Collaboration Agreement, we and Bristol-Myers Squibb entered into the Purchase Agreement whereby we issued and sold and Bristol-Myers Squibb purchased 2,160,760 shares of our common stock at a price per share of $23.14, for an aggregate purchase price of $50 million.

Contractual obligations and commitments

The following table summarizes our significant contractual obligations and commitments as of December 31, 2021:

	Payments Due by Period				
	1 Year	1 to 3 Years	3 to 5 Years	More than 5 Years	Total
					(in thousands)
Operating leases	$ 2,612	$ 5,412	$ 5,508	$ 16,225	$ 29,757
Long-term debt	1,039	9,356	—	—	10,395
Interest on long-term debt [1]	956	554	—	—	1,509

(1) Reflects minimum interest payable under the Loan Agreement. Payment herein subject to variable rate debt have been estimated.

Other than as disclosed in the table above, the payment obligations under our license, collaboration, and acquisition agreements as of December 31, 2021 are contingent upon future events such as our achievement of pre- specified development, regulatory, and commercial milestones, or royalties on net product sales. As of December 31, 2021, the timing and likelihood of achieving the milestones and success payments and generating future product sales are uncertain and therefore, any related payments are not included in the table above. We have commitments under operating leases for certain facilities used in our operations. Our leases have initial lease terms ranging from 5 to 16 years. We entered into one lease that had not commenced at December 31, 2021. As a result, future lease payments of approximately $0.4 million in 1 year, $3.2 million in 1 to 3 years, $3.2 million in 3 to 5 years and $10.7 million in more than 5 years are not included within the table above.

We also enter into agreements in the normal course of business for sponsored research, preclinical studies, contract manufacturing, and other services and products for operating purposes, which are generally cancelable upon written notice. These obligations and commitments are not included in the table above. See Note 11 to our consolidated financial statements for additional information.

We have entered into a $10.0 million Term Loan Agreement with Hercules. Amounts borrowed under the Loan Agreement have an interest-only period of up to 24 months and a maturity date of April 1, 2024. See Note 9 to our consolidated financial statements for additional information.

Off-balance sheet arrangements

Since our inception, we have not engaged in any off-balance sheet arrangements as defined under the rules and regulations of the SEC.

JOBS Act accounting election

As a company with less than $1.07 billion in revenue during our last fiscal year, we qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting requirements that are otherwise generally applicable to public companies. As such, we may take advantage of reduced disclosure and other requirements otherwise generally applicable to public companies, including:

- not being required to have our registered independent public accounting firm attest to management's assessment of our internal control over financial reporting;
- presenting reduced disclosure about our executive compensation arrangements;
- an exemption from compliance with any requirement that the Public Company Accounting Oversight Board may adopt regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements;
- not being required to hold non-binding advisory votes on executive compensation or golden parachute arrangements; and
- extended transition periods for complying with new or revised accounting standards.

The JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period to enable us to comply with new or revised accounting standards and, therefore, we will adopt new or revised accounting standards at the time private companies adopt the new or revised accounting standard and will do so until such time that we either (i) irrevocably elect to "opt out" of such extended transition period or (ii) no longer qualify as an emerging growth company.

We will remain an emerging growth company until the earliest of (i) December 31, 2026, (ii) the last day of the fiscal year in which we have total annual gross revenue of at least $1.07 billion, (iii) the last day of the fiscal year in which we are deemed to be a "large accelerated filer" as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, or the Exchange Act, which would occur if the market value of our common stock held by non-affiliates exceeded $700.0 million as of the last business day of the second fiscal quarter of such year or (iv) the date on which we have issued more than $1.0 billion in non-convertible debt securities during the prior three-year period.

We are also a "smaller reporting company," meaning that the market value of our stock held by non-affiliates is less than $700.0 million and our annual revenue is less than $100.0 million during the most recently completed fiscal year. We may continue to be a smaller reporting company if either (i) the market value of our stock held by non-affiliates is less than $250.0 million or (ii) our annual revenue is less than $100.0 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than $700.0 million as of the last business day of the second fiscal quarter of such year. If we are a smaller reporting company at the time we cease to be an emerging growth company, we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company we may choose to present only the two most recent fiscal years

of audited financial statements in our Annual Report on Form 10-K and, similar to emerging growth companies, smaller reporting companies have reduced disclosure obligations regarding executive compensation.

Critical accounting policies and significant judgments and estimates

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

Research and development expenses

We record research and development costs in the periods in which they are incurred. We accrue for research and development costs based on the estimated services performed, but not yet invoiced, pursuant to contracts with research institutions or other service providers that conduct and manage preclinical studies and other research services on our behalf and record these costs in accrued and other current liabilities. We make judgments and estimates in determining the accrued liabilities balance at each reporting period. Payments made prior to the receipt of goods or services to be used in research and development are recorded as prepaid expenses until the goods or services are received.

To date, we have not experienced any material differences between accrued costs and actual costs incurred. However, the status and timing of actual services performed may vary from our estimates, resulting in adjustments to expenses in future periods. Changes in these estimates that result in material changes to our accruals could materially affect our results of operations.

Stock-based compensation

We recognize compensation costs related to restricted stock awards, restricted stock shares, and stock options granted to employees and nonemployees based on the estimated fair value of the awards on the date of grant, and we recognize forfeitures as they occur. For restricted stock awards the fair value of our common stock is used to determine the resulting stock-based compensation expense. For stock options we estimate the grant date fair value, and the resulting stock-based compensation expense, using the Black-Scholes option pricing model. The fair value of the stock-based awards is recognized as an expense on a straight-line basis over the requisite service period, which is generally the vesting period.

The Black-Scholes option pricing model requires the use of highly subjective assumptions to determine the fair value of stock-based awards. These assumptions include:

- Fair Value of Common Stock-After our IPO in June 2021, the fair value of stock-based awards was determined on the grant date using the closing price of the our common stock. As there was no public market for our common stock before the IPO, the estimated fair value of our common stock was determined by our board of directors as of the date of each option grant, with input from management, considering our most recently available third-party valuations of common stock, and our board of directors' assessment of additional objective and subjective factors that it believed were relevant and which may have changed from the date of the most recent valuation through the date of

the grant. Third-party valuations of our common stock were performed in accordance with the guidance outlined in the American Institute of Certified Public Accountants' Accounting and Valuation Guide, Valuation of Privately-Held-Company Equity Securities Issued as Compensation.

- Expected Term—The expected term represents the period that the stock-based awards are expected to be outstanding. We use the simplified method to determine the expected term, which is based on the average of the time-to-vesting and the contractual life of the options.

- Expected Volatility—Due to lack of trading history for our common stock, the expected volatility is estimated based on the average historical volatilities of common stock of comparable publicly traded entities over a time period equal to the expected term of the stock option grants. The comparable companies are chosen based on their size, stage in the product development cycle, and area of specialty. We will continue to apply this process until sufficient historical information regarding the volatility of our own stock price becomes available.

- Risk-Free Interest Rate—The risk-free interest rate is based on the U.S. Treasury yield in effect at the time of grant for zero-coupon U.S. Treasury notes with maturities approximately equal to the expected term of the awards.

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

Recently adopted and recent accounting pronouncements

Refer to Note 2, Summary of Significant Accounting Policies, included in Part I, Item 1 of this Annual Report on Form 10-K for a discussion of our critical accounting policies.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

CENTURY THERAPEUTICS, INC.

Index to Consolidated Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Century Therapeutics, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Century Therapeutics, Inc. (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations and comprehensive loss, changes in convertible preferred stock and stockholders' equity (deficit) and cash flows for the years then ended, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

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

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

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

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2019.

Philadelphia, Pennsylvania

March 17, 2022

CENTURY THERAPEUTICS, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share amounts)

	December 31, 2021	December 31, 2020
Assets		
Current assets		
Cash and cash equivalents	$ 56,445	$ 27,211
Short-term investments	166,434	48,542
Escrow deposits, current	502	783
Prepaid expenses and other current assets	4,773	2,261
Total current assets	228,154	78,797
Property and equipment, net	57,967	15,385
Operating lease right-of-use assets	11,854	9,392
Restricted cash	1,717	517
Escrow deposits, non-current	220	723
Long-term investments	135,914	1,053
Security deposits	1,549	909
Total assets	**$ 437,375**	**$ 106,776**
Liabilities, convertible preferred stock, and stockholders' equity (deficit)		
Current liabilities		
Accounts payable	$ 7,596	$ 8,082
Accrued expenses and other liabilities	6,040	4,030
Deposit liability	980	—
Long-term debt, current	1,039	—
Total current liabilities	**15,655**	**12,112**
Operating lease liability, non-current	14,559	11,679
Deposit liability, non-current	2,020	—
Long-term debt, net, non-current	8,903	9,636
Total liabilities	**41,137**	**33,427**
Commitments and contingencies (Note 11)		
Non-cumulative convertible preferred stock, Series A, $ 0.0001 par value, 0 and 35,000,000 shares authorized, issued and outstanding at December 31, 2021 and 2020, respectively	—	34,922
Non-cumulative convertible preferred stock, Series B, $ 0.0001 par value, 0 and 26,143,790 shares authorized, issued and outstanding at December 31, 2021 and 2020, respectively	—	144,839
Stockholders' equity (deficit):		
Preferred stock, $ 0.0001 par value, 10,000,000 and 0 shares authorized at December 31, 2021 and 2020, respectively, 0 shares issued and outstanding	—	—
Common stock, $0.0001 par value, 300,000,000 and 125,236,190 shares authorized; 55,005,523 and 7,481,861 shares issued and outstanding at December 31, 2021 and 2020, respectively	5	1
Additional paid-in capital	785,049	217,832
Subscription receivable	—	(31,900)
Accumulated deficit	(388,166)	(292,342)
Accumulated other comprehensive loss	(650)	(3)
Total stockholders' equity (deficit)	**396,238**	**(106,412)**
Total liabilities and stockholders' equity (deficit)	**$ 437,375**	**$ 106,776**

See accompanying notes to the consolidated financial statements.

CENTURY THERAPEUTICS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(In thousands, except share and per share amounts)

	Year Ended December 31, 2021	Year Ended December 31, 2020
Operating expenses		
Research and development	$ 75,648	$ 39,681
General and administrative	19,235	9,495
Write off of in-process research and development asset	-	4,722
Total operating expenses	94,883	53,898
Loss from operations	(94,883)	(53,898)
Other income (expense):		
Interest expense	(1,275)	(381)
Other income, net	377	704
Total other income (expense)	(898)	323
Loss before provision for income taxes	(95,781)	(53,575)
Provision for income taxes	43	—
Net loss	**$ (95,824)**	**$ (53,575)**
Net loss per common share Basic and Diluted	(2.96)	(7.16)
Weighted average common shares outstanding Basic and Diluted	32,392,554	7,481,861
Other comprehensive loss		
Net loss	$ (95,824)	$ (53,575)
Unrealized (loss) gain on investments	(615)	8
Foreign currency translation	(32)	(8)
Comprehensive loss	$ (96,471)	$ (53,575)

See accompanying notes to the consolidated financial statements.

CENTURY THERAPEUTICS, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)
(In thousands, except share amounts)

	Series A Convertible Preferred Stock		Series B Convertible Preferred Stock		Series C Convertible Preferred Stock		Common Stock		Additional Paid-in	Subscription	Accumulated	Other Comprehensive	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Receivable	Deficit	Income (Loss)	Equity (Deficit)
Balance, December 31, 2019	**35,000,000**	**$ 34,922**	**26,143,790**	**$ 144,839**	**—**	**$ —**	**7,481,861**	**$ 1**	**$ 216,910**	**$ (70,000)**	**$ (238,767)**	**$ (3)**	**$ (91,859)**
Receipt of subscription receivable	—	—	—	—	—	—	—	—	—	38,100	—	—	38,100
Unrealized gain on investments	—	—	—	—	—	—	—	—	—	—	—	8	8
Warrants on long term debt	—	—	—	—	—	—	—	—	46	—	—	—	46
Foreign currency translation	—	—	—	—	—	—	—	—	—	—	—	(8)	(8)
Stock based compensation	—	—	—	—	—	—	—	—	876	—	—	—	876
Net loss	—	—	—	—	—	—	—	—	—	—	(53,575)	—	(53,575)
Balance, December 31, 2020	**35,000,000**	**$ 34,922**	**26,143,790**	**$ 144,839**	**—**	**$ —**	**7,481,861**	**$ 1**	**$ 217,832**	**$ (31,900)**	**$ (292,342)**	**$ (3)**	**$ (106,412)**
Receipt of subscription receivable	—		—		—	—	—	—	—	31,900	—	—	31,900
Issuance of Series C preferred stock, net	—		—		24,721,999	159,628	—	—	—	—	—	—	-
Net assets contributed as result of merger	—		—		—	—	—	—	1,061	—	—	—	1,061
Conversion of convertible preferred stock upon initial public offering	(35,000,000)	(34,922)	(26,143,790)	(144,839)	(24,721,999)	(159,628)	34,126,528	3	339,385	—	—	—	339,388
Issuance of common stock upon initial public offering, net of underwriting discounts and commissions and other issuance costs	—		—		—	—	12,132,500	1	221,401	—	—	—	221,402
Issuance of common stock upon the exercise of stock options	—		—		—	—	199,696	—	213	—	—	—	213
Vesting of restricted stock	—		—		—	—	566,033	—	—	—	—	—	-
Vesting of early exercise stock options	—		—		—	—	498,905	—	426	—	—	—	426
Warrants granted for services	—		—		—	—	—	—	69	—	—	—	69
Unrealized loss on investments	—		—		—	—	—	—	—	—	—	(615)	(615)
Foreign currency translation	—		—		—	—	—	—	—	—	—	(32)	(32)
Stock based compensation	—		—		—	—	—	—	4,662	—	—	—	4,662
Net loss	—		—		—	—	—	—	—	—	(95,824)	—	(95,824)
Balance, December 31, 2021	**—**	**$ —**	**—**	**$ —**	**—**	**$ —**	**55,005,523**	**$ 5**	**$ 785,049**	**$ —**	**$ (388,166)**	**$ (650)**	**$ 396,238**

See accompanying notes to the consolidated financial statements.

CENTURY THERAPEUTICS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31, 2021	Year Ended December 31, 2020
Cash flows from operating activities		
Net loss	$ (95,824)	$ (53,575)
Adjustments to reconcile net loss to net cash used in operating activities:		
Write off of in-process research and development asset	—	4,722
Depreciation	3,748	1,402
Amortization of deferred financing cost	306	92
Non-cash operating lease expense	834	352
Stock based compensation	4,662	876
Warrants issued for services	69	—
Change in operating assets and liabilities:		
Escrow deposit	784	(1,506)
Prepaid expenses and other assets	(3,182)	(203)
Operating lease liability	(41)	2,175
Accounts payable	(1,848)	2,062
Accrued expenses and other liabilities	1,490	2,334
Net cash used in operating activities	**(89,002)**	**(41,269)**
Cash flows from investing activities		
Acquisition of property and equipment	(44,970)	(9,825)
Acquisition of fixed maturity securities, available for sale	(330,034)	(49,860)
Asset acquisition, net of cash acquired	—	(4,722)
Sale of fixed maturity securities, available for sale	76,666	41,650
Net cash used in investing activities	**(298,338)**	**(22,757)**
Cash flows from financing activities		
Proceeds from long-term debt and warrants, net	—	9,734
Payments of deferred financing cost	—	(144)
Proceeds from initial public offering, net of underwriting discounts and commissions	221,402	—
Proceeds from issuance of common stock	213	—
Proceeds from early exercises of common stock options	2,305	—
Proceeds from subscription receivable	31,900	38,100
Proceeds from issuance of Series C preferred stock, net of issuance costs	159,628	—
Cash contributed as a result of merger	2,326	—
Net cash provided by financing activities	**417,774**	**47,690**
Net increase (decrease) in cash, cash equivalents, and restricted cash	**30,434**	**(16,336)**
Cash, cash equivalents and restricted cash, beginning of period	27,728	44,064
Cash, cash equivalents and restricted cash, end of period	**$ 58,162**	**$ 27,728**
Supplemental disclosure of cash and non-cash operating activities:		
Cash paid for interest	**$ 969**	**$ 207**
Cash paid for income tax	**$ 14**	**$ —**
Supplemental disclosure of non-cash investing and financing activities:		
Conversion of convertible preferred stock upon initial public offering	**$ 339,388**	**$ —**
Purchase of property and equipment, accrued and unpaid	**$ 1,360**	**$ 4,472**

See accompanying notes to the consolidated financial statements.

CENTURY THERAPEUTICS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1—Organization and description of the business

The Company (as defined below) is an innovative biotechnology company developing transformative allogeneic cell therapies to create products for the treatment of both solid tumor and hematological malignancies with significant unmet medical need. Century Therapeutics, Inc. ("Prior Century"), was incorporated in the state of Delaware on March 5, 2018. Since inception, Prior Century has devoted substantially all of its time and efforts to performing research and development activities and raising capital.

On June 5, 2019, Century Therapeutics, LLC (the "Company") was formed by Prior Century and entered into an LLC Agreement ("Agreement"). On June 21, 2019, Prior Century, through the execution of a commitment agreement and other transaction documents (altogether the "Commitment Agreement") with Bayer Health, LLC ("Bayer"), financed the creation of the Company and amended the Agreement to account for the provisions in the Commitment Agreement that outlined the rights, obligations, and capital contributions of both Bayer and Prior Century in accordance with the newly executed and amended Agreement and related Commitment Agreement (the "Transaction"). The Transaction resulted in Prior Century contributing substantially all of its assets, liabilities, and operations in exchange for a retained 72% equity interest in the Company. Subsequent to June 21, 2019, Prior Century had no significant operations and accounted for its interest in the Company under the equity method of accounting.

In June 2020, the Company formed Century Therapeutics Canada ULC ("Century Canada"), a wholly owned subsidiary, to acquire the assets of Empirica Therapeutics, Inc. ("Empirica").

On February 25, 2021, the Company converted from a Delaware limited liability company to a Delaware corporation, and changed its name to "CenturyTx, Inc." Upon completion of this conversion, Prior Century merged with and into CenturyTx, Inc., with CenturyTx, Inc. as the surviving entity and CenturyTx, Inc. changed its name to "Century Therapeutics, Inc." In connection with this merger, the holders of equity interests in Prior Century received equivalent equity interests in Century Therapeutics, Inc.

On June 22, 2021, the Company completed its initial public offering ("IPO") of 10,550,000 shares of Common Stock. On June 22, 2021, the Company sold an additional 1,582,500 shares of Common Stock from the exercise of the overallotment option granted to the underwriters in the IPO. The public offering price of the shares sold in the IPO was $20.00 per share. The Company raised a total of $242,650 in gross proceeds from the offering, or $221,402 in net proceeds after deducting underwriting discounts and commissions of $16,985 and other offering costs of approximately $4,263. Upon the closing of the offering, all shares of the Company's redeemable convertible preferred stock automatically converted into 34,126,528 shares of common stock.

Principles of Consolidation

The consolidated financial statements include the consolidated financial position and consolidated results of operations of the Company and Century Canada. All intercompany balances and transactions have been eliminated in consolidation.

Liquidity

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern. The Company has limited operating history and its prospects are subject to risks, expenses, and uncertainties frequently encountered by companies in the biotechnology and pharmaceutical industries. These risks include, but are not limited to, the uncertainty of availability of additional financing and the uncertainty of achieving future profitability.

Since inception, the Company has incurred net losses and negative cash flows from operations. During the year ended December 31, 2021, the Company incurred a net loss of $95,824 and used $89,002 of cash for operations. Cash and cash equivalents and short and long-term investments were $358,793 at December 31, 2021. Management expects to incur additional losses in the future to fund its operations and conduct product research and development. As described in Note 18, in January 2022 the Company entered into a collaboration and securities purchase agreements with Bristol-Myers Squibb resulting in gross proceeds of $150,000. The Company believes it has adequate cash and financial resources to operate for at-least the next 12 months from the date of issuance of these consolidated financial statements.

Note 2—Summary of significant accounting policies and basis of presentation

Basis of presentation

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (“US GAAP”), which contemplate the continued existence of the Company. Since commencing principal activities, the Company has been engaged primarily in research and development activities and raising capital.

Merger and capital restructuring

Upon the conversion of Century Therapeutics, LLC to a corporation and the merger of the newly converted corporation with Prior Century, the existing capital structure of Century Therapeutics, LLC was restructured with no consideration transferred. In accordance with ASC 505-10-S99-4, such a restructuring requires retroactive effect within the balance sheets presented. As such, the Company retroactively adjusted its consolidated balance sheets to cancel the existing LLC units and give effect to their conversion into capital stock of the Company as if those effects happened as of January 1, 2020. See Note 10 for further information on the Company’s capital restructuring.

Reverse Stock Split

In June 2021, the Company’s Board of Directors approved an amendment to the Company’s amended and restated certificate of incorporation to effect a 2.5161-for-1 reverse stock split of the Company’s common stock, which was effected on June 11, 2021. Stockholders entitled to fractional shares as a result of the reverse stock split received a cash payment in lieu of receiving fractional shares. The par value of the common stock was not adjusted as a result of the reverse stock split. Shares of common stock underlying outstanding stock options and other equity instruments were proportionately reduced and the respective exercise prices, if applicable, were proportionately increased in accordance with the terms of the appropriate securities agreements. Shares of common stock reserved for issuance upon the conversion of the convertible preferred stock were proportionately reduced and the respective conversion prices were proportionately increased. All common share and per share data have been retrospectively revised to reflect the reverse stock split.

Segment information

Operating segments are identified as components of an enterprise for which separate discrete financial information is available for evaluation by the chief operating decision-maker in making decisions on how to allocate resources and assess performance. The Company views its operations and manages the business as one operating segment.

Use of estimates

The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and reported amounts of

expenses during the reporting period. Estimates and assumptions are primarily made in relation to the valuations supporting stock compensation and the estimation of the incremental borrowing rate for operating leases. If actual results differ from the Company's estimates, or to the extent these estimates are adjusted in future periods, the Company's results of operations could either benefit from, or be adversely affected by, any such change in estimate.

Concentration of credit risk and other risks and uncertainties

Financial instruments, which potentially subject the Company to significant concentrations of credit risk, consist of cash, cash equivalents, U.S. Treasury bills and bonds, as well as corporate bonds. Cash and cash equivalents, as well as short and long-term investments include a checking account and asset management accounts held by a limited number of financial institutions. At times, such deposits may be in excess of insured limits. As of December 31, 2021 and 2020, the Company has not experienced any losses on its deposits of cash and cash equivalents.

The Company's future results of operations involve a number of risks and uncertainties. Factors that could affect the Company's future operating results and cause actual results to vary materially from expectations include, but are not limited to, rapid technological change, uncertainty of market acceptance of its products, competition from substitute products and larger companies, protection of proprietary technology, strategic relationships, and dependence on key individuals.

Products developed by the Company require clearances from the U.S. Food and Drug Administration or other international regulatory agencies prior to commercial sales. There can be no assurance the Company's future products will receive the necessary clearances. If the Company was denied clearance, clearance was delayed, or if the Company was unable to maintain clearance, it could have a material adverse impact on the Company.

In January 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) as a "Public Health Emergency of International Concern," which continues to spread throughout the world and has adversely impacted global commercial activity and contributed to significant declines and volatility in financial markets. The COVID-19 outbreak and government responses are creating disruption in global supply chains and adversely impacting many industries. The outbreak could have a continued material adverse impact on economic and market conditions and trigger a period of global economic slowdown. Vaccines were introduced late in the fourth quarter of 2020 and became widely available by the end of the first quarter of 2021. While the vaccines have proven effective in reducing the severity and mortality of COVID-19 including the variants that have evolved to date, the overall vaccination rate in the United States may not have reached the level required for herd immunity. Certain variants of COVID-19, such as the delta and omicron variants, are proving to be more easily spread than earlier variants. The incomplete vaccination rate, and the emergence of new variants which could prove resistant to existing vaccines could again result in major disruptions to businesses and markets worldwide. The Company continues to monitor the impact of the COVID-19 outbreak closely. The extent to which the COVID-19 outbreak will impact its operations or financial results is uncertain.

Fair value of financial instruments

The Company discloses and recognizes the fair value of its assets and liabilities using a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the reporting date. The hierarchy gives the highest priority to valuations based upon unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to valuations based upon unobservable inputs that are significant to the valuation (Level 3 measurements). The guidance establishes three levels of the fair value hierarchy as follows:

Level 1 Inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date;

Level 2 Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly, including inputs in markets that are not considered to be active;

Level 3 Inputs are unobservable in which there is little or no market data available, which require the reporting entity to develop its own assumptions that are unobservable.

Assets and liabilities measured at fair value are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires management to make judgments and consider factors specific to the asset or liability.

Cash and cash equivalents

Management considers all highly liquid investments with an insignificant interest rate risk and original maturities of three months or less to be cash equivalents.

Restricted cash

As of December 31, 2021 and 2020, the Company had $1,717 and $517 in cash on deposit to secure certain lease commitments. Restricted cash is recorded separately in the Company's consolidated balance sheets.

The following provides a reconciliation of the Company's cash, cash equivalents, and restricted cash as reported in the consolidated balance sheets to the amounts reported in the consolidated statements of cash flows:

	December 31, 2021	December 31, 2020
Cash and cash equivalents	$ 56,445	$ 27,211
Restricted cash	1,717	517
Cash, cash equivalents, and restricted cash	$ 58,162	$ 27,728

Investments

The Company invests in fixed maturity securities including U.S. Treasury bills and bonds as well as corporate bonds. The investments are classified as available-for-sale and reported at fair value. Unrealized gains or losses are determined by comparing the fair market value of the securities with their cost or amortized cost. Realized gains and losses on investments are recorded on the trade date and are included in the statement of operations. Unrealized gains and losses on investments are recorded in other comprehensive income (loss) on the consolidate statements of operations and comprehensive loss. The cost of securities sold is based on the specified identification method. Investment income is recognized as earned and discounts or premiums arising from the purchase of debt securities are recognized in investment income using the interest method over the remaining term of the security. Securities with an original maturity date greater than three months that mature within one year of the balance sheet date are classified as short-term, while investments with a maturity date greater than one year are classified as long-term.

Property and equipment, net

Property and equipment are recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which is generally five years. Leasehold improvements are amortized over the shorter of the asset's useful life or the remaining term of the lease. Construction in progress includes direct cost related to the construction of leasehold improvements and is stated at original cost. Such costs are not depreciated until the asset is completed and placed into service. Once the asset is placed into service,

these capitalized costs will be allocated to leasehold improvements and will be depreciated over the shorter of the asset's useful life or the remaining term of the lease.

Expenditures for major additions and improvements are capitalized, while minor replacements, maintenance, and repairs are charged to expense as incurred. When property is retired or otherwise disposed of, the costs and accumulated depreciation are removed from the respective accounts, with any resulting gain or loss recognized concurrently.

Research and development expenses

Research and development expenses include costs directly attributable to the conduct of research and development programs, including the cost of salaries, payroll taxes, employee benefits, stock compensation, materials, supplies, rent, depreciation on and maintenance of research equipment with alternative future use, and the cost of services provided by outside contractors. All costs associated with research and development are expensed as incurred.

Stock-based compensation

Employees and members of the board of directors of the Company have received stock options and restricted stock of the Company. The Company recognizes the cost of the stock-based compensation incurred as its employees and board members vest in the awards. The Company accounts for stock-based compensation arrangements in accordance with provisions of Accounting Standards Codification ("ASC") 718, Compensation—Stock Compensation. ASC 718 requires the recognition of compensation expense, using a fair-value based method, for costs related to all share-based payments including stock options. ASC 718 requires companies to estimate the fair value of share-based payment awards on the date of grant using an option-pricing model. The Company uses the Black-Scholes option-pricing model ("Black Scholes") to determine the fair value of options granted. The Company's stock-based awards are subject to service-based vesting conditions and performance-based vesting conditions. Compensation expense related to awards to employees and directors with service-based vesting conditions is recognized on a straight-line basis based on the grant date fair value over the associated service period of the award, which is generally the vesting term. For performance-based awards, the Company reassesses at each reporting date whether achievement of the performance condition is probable and accrues compensation expense if and when achievement of the performance condition is probable.

Black-Scholes requires inputs based on certain subjective assumptions, including (i) the expected stock price volatility, (ii) the expected term of the award, (iii) the risk-free interest rate and (iv) expected dividends. Due to the lack of a public market for the Company's common stock prior to its IPO and lack of company-specific historical and implied volatility data, the Company based its computation of expected volatility on the historical volatility of a representative group of public companies with similar characteristics to the Company, including stage of product development and life science industry focus. The historical volatility is calculated based on a period of time commensurate with expected term assumption. The Company uses the simplified method to calculate the expected term for options granted to employees and board members whereby the expected term equals the arithmetic average of the vesting term and the original contractual term of the options due to its lack of sufficient historical data. The risk-free interest rate is based on U.S. Treasury securities with a maturity date commensurate with the expected term of the associated award. The expected dividend yield is assumed to be zero as the Company has never paid dividends and has no current plans to pay any dividends on its common stock. Forfeitures are recognized as they occur.

Warrants

The Company has issued warrants that have been recognized as equity, and the fair value is recorded into additional paid-in capital in the accompanying consolidated balance sheets. Warrants are accounted for in accordance with applicable accounting guidance provided in ASC Topic 815, Derivatives and Hedging—Contracts in Entity's Own Equity, as either derivative liabilities or as equity instruments depending on the

specific terms of the warrant agreement. The Company's warrants issued are in connection with its long-term debt and in connection with services provided by consultants, and are equity classified on the accompanying consolidated balance sheets. Equity classified warrants are accounted for at fair value on the issuance date, using Black Scholes, with no changes in fair value recognized after the issuance date.

Foreign currency translation

The reporting currency of the Company is the U.S. dollar. The functional currency of Century Canada is the Canadian dollar. Assets and liabilities of Century Canada are translated into U.S. dollars based on exchange rates at the end of each reporting period. Expenses are translated at average exchange rates during the reporting period. Gains and losses arising from the translation of assets and liabilities are included as a component of accumulated other comprehensive loss or income on the company's consolidated balance sheets. Gains and losses resulting from foreign currency transactions are reflected within the Company's consolidated statements of operations and comprehensive loss. The Company has not utilized any foreign currency hedging strategies to mitigate the effect of its foreign currency exposure.

Intercompany payables and receivables are considered to be long-term in nature and any change in balance due to foreign currency fluctuation is included as a component of the Company's consolidated comprehensive loss and accumulated other comprehensive loss within the Company's consolidated balance sheets.

Basic and diluted net loss per common shares

Basic net loss per common share is computed by dividing net loss by the weighted-average number of common shares outstanding during the period. The Company computes diluted net loss per common share by dividing the net loss by the sum of the weighted- average number of common shares outstanding during the period plus the potential dilutive effects of its warrants, restricted stock and stock options to purchase common shares, but such items are excluded if their effect is anti-dilutive. Because the impact of these items are anti-dilutive during periods of net loss, there were no differences between the Company's basic and diluted net loss per common share for the years ended December 31, 2021 and 2020.

Early exercised options

The Company allowed certain of its employees and its consultants to exercise options granted under the 2018 Plan (Note 16) prior to vesting and prior to its IPO. The shares related to early exercised stock options are subject to the Company's repurchase right upon termination of employment or services at the lesser of the original purchase price or fair market value at the time of repurchase. In order to vest, the holders are required to provide continued service to the Company. The early exercise by an employee or consultant of a stock option is not considered to be a substantive exercise for accounting purposes, and therefore, the payment received by the employer for the exercise price is recognized as a liability. For accounting purposes, unvested early exercised shares are not considered issued and outstanding and therefore not reflected as issued and outstanding in the accompanying consolidated balance sheets or the consolidated statements of changes in convertible preferred stock and stockholders' equity (deficit) until the awards vest. The deposits received are initially recorded in deposit liability. The liabilities are reclassified to common stock and additional paid-in-capital as the repurchase right lapses. At December 31, 2021, $3,000 was recorded in deposit liability related to shares held by employees and nonemployees that were subject to repurchase. At December 31, 2020, there was no deposit liability as the initial deposit liability was recognized on February 25, 2021 when the merger discussed in Note 2 occurred.

All shares that were early exercised by the executives of the Company are considered legally issued, however, for accounting purposes, only vested shares are considered issued. Below is a reconciliation of shares issued and outstanding:

	December 31, 2021	December 31, 2020
Total shares legally outstanding	56,633,898	8,865,992
Less: unvested early exercised shares	(946,586)	(330,629)
Less: unvested restricted stock	(681,789)	(1,053,502)
Total shares issued and outstanding	55,005,523	7,481,861

Restricted stock

In 2018, the Company issued 1,704,256 restricted stock awards at a purchase price of $0.03 per share. In 2019, the Company issued 850,312 restricted stock awards at a weighted average purchase price of $0.70 per share. In October 2019, the Company repurchased 298,080 shares at $1.03 per share. In 2021, the Company issued 194,320 restricted stock awards. As of December 31, 2021, the number of restricted stock awards vested were 1,769,019. For accounting purposes, unvested restricted stock awards are not considered issued and outstanding and therefore are not reflected as issued and outstanding in the accompanying consolidated balance sheets or the consolidated statements of changes in convertible preferred stock and stockholders' equity (deficit) until the awards vest. The Company recorded stock-based compensation expense for these awards of $940 and $259, respectively, for the years ended December 31, 2021 and 2020, in the statements of operations and comprehensive loss.

Income Taxes

The Company was organized as a limited liability company until February 25, 2021, which is considered a passthrough entity for federal and state income tax purposes. As such, any taxable income or loss realized by the Company was allocated to the Members' in accordance with their respective membership interest and reported on their individual tax returns. Therefore, no provisions or liability for income taxes was necessary in the accompanying 2020 consolidated financial statements. The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, the Company determines deferred tax assets and liabilities on the basis of the differences between the financial statement and tax bases of assets and liabilities by using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. The Company recognizes deferred tax assets to the extent that the Company believes that these assets are more likely than not to be realized. In making such a determination, the Company considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. If the Company determines that it would be able to realize its deferred tax assets in the future in excess of their net recorded amount, the Company would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes. The Company records uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which (1) the Company determines whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, the Company recognizes the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority. The Company recognizes interest and penalties related to unrecognized tax benefits on the income tax expense line in the accompanying consolidated statement of operations and comprehensive loss. As of December 31, 2021 and 2020, no accrued interest or penalties are included on the related tax liability line in the consolidated balance sheet.

Recent accounting pronouncements

Recently Adopted Accounting Pronouncements

In August 2020, the FASB issued ASU 2020-06, Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity, which simplifies the accounting for convertible debt instruments and convertible preferred stock by reducing the number of accounting models and the number of embedded conversion features that could be recognized separately from the primary contract. The update also requires the application of the if-converted method to calculate the impact of convertible instruments on diluted earnings per share. The new guidance is effective for annual periods beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted, but no earlier than fiscal years beginning after December 15, 2020. This update can be adopted on either a fully retrospective or a modified retrospective basis. The Company adopted ASU 2020-06, effective January 1, 2021, which did not have a material effect on the Company's consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement ("ASU 2018-13"), which eliminates, adds, and modifies certain disclosure requirements for fair value measurements. ASU 2018-13 is effective for the Company for fiscal years beginning after December 15, 2020, and earlier adoption is permitted. The Company adopted this standard on January 1, 2021 and adoption had no impact on its consolidated financial statements.

Recently issued accounting pronouncements

In June 2016, the FASB issued ASU 2016-13, Financial Instruments - Credit Losses: Measurement of Credit Losses of Financial Instruments (ASC 326). The guidance is effective for the Company beginning January 1, 2023 and it changes how entities account for credit losses on the financial assets and other instruments that are not measured at fair value through net income, including available-for-sale debt securities. The Company is currently evaluating the impact of the new standard on its consolidated financial statements.

Note 3—Initial capitalization

On June 21, 2019, Prior Century and Bayer entered into a Commitment Agreement to initially capitalize the Company. The Commitment Agreement called for capital contributions from Prior Century and Bayer as follows:

Century Capital Contributions

In exchange for issuing 67,226,891 common units to Prior Century, the Company acquired substantially all of Prior Century's assets, assumed all of its liabilities and assumed the operations of Prior Century.
The Company evaluated the acquisition under the guidance within ASU 2017-01, "Clarifying the Definition of a Business" and concluded that the group of assets acquired did not meet the definition of a business, and, as such, the acquisition was accounted for under the asset acquisition model. The definition of a business was not met because substantially all the fair value of the assets acquired were concentrated in an in-process research and development ("IPR&D") asset. In an asset acquisition, the total transaction cost is allocated between the acquired identified tangible and intangible assets based on relative fair value.

Total transaction costs for the assets acquired were $252,107, which was the fair value of the equity interests issued to Prior Century, with no additional capitalizable transaction costs. Equity issuance costs related to

Prior Century were $407, which were recorded as a reduction to members' equity. The relative fair value allocation was as follows:

Cash and cash equivalents	$	25,163
IPR&D		225,946
Property and equipment		1,034
Other current assets		578
Other non-current assets		669
Current liabilities		(1,283)
Total	**$**	**252,107**

Under the asset acquisition model, an entity that acquires IPR&D assets follows the guidance in ASC 730, which requires that both tangible and intangible identifiable research and development assets with no alternative future use be initially allocated a portion of the consideration transferred and then charged to expense at the acquisition date. The IPR&D asset acquired was Prior Century's comprehensive allogenic cell therapy platform. As the IPR&D asset has no alternative future use to the Company, the Company charged $225,946 to expense within its consolidated statements of operations in 2019.

Bayer Capital Contributions

In accordance with the Commitment Agreement, Bayer agreed to provide an aggregate cash capital contribution of $215,000. The Bayer cash commitment was split into capital contributions of $145,000 ("Tranche 1") and $70,000 ("Tranche 2"). Tranche 2 was eliminated in connection with the Series C preferred financing. See Note 10.

Bayer Rights

In connection with the Commitment Agreement, Bayer was granted approval and veto rights over certain decisions related to the operations of the Company through its manager representation on the Company's Board of Managers. Prior Century held similar rights.

Tranche 1 was funded in exchange for 26,143,790 common units, with $75,000 paid at closing and the remaining $70,000 due upon the Company meeting certain development milestones or in 3 years.

During 2019, the Company received $74,839 from Tranche 1, net of equity issuance costs of $161. The Company accounted for the $70,000 as a subscription receivable, which was recorded as contra-equity within its consolidated statements of changes in convertible preferred stock and stockholders' equity (deficit). On June 18, 2020, the Company, Prior Century and Bayer executed an amendment to the Commitment Agreement to modify the terms for the Company to receive the remaining Tranche 1 subscription receivable of $70,000. In November 2020, the Company received proceeds of $38,100 of the Tranche 1 subscription receivable. The remaining $31,900 was received in January 2021. The Commitment Agreement terminated in connection with the Series C Preferred financing, and Bayer has no obligation to invest any additional amounts. In addition, upon the closing of the Company's IPO and the conversion of the Company's preferred stock into common stock in connection therewith, all approval, veto and representation rights held by Bayer and other holders of preferred stock terminated.

Bayer Option Agreement

As a condition of the Tranche 1 closing, Bayer and Prior Century were required to enter into an Option Agreement, pursuant to which Bayer was provided the right of first refusal to acquire certain products researched and developed by the Company. Bayer's right of first refusal is exercisable with respect to up to four products. Subject to certain exceptions, Bayer may only exercise these option rights in a non-sequential and alternating manner, and such rights are subject to additional limitations.

Note 4—Asset purchase by Century Therapeutics Canada ULC

On June 9, 2020, Century Canada and the Company entered into an agreement with Empirica, a company focused on the development of adoptive immunotherapies against aggressive and treatment-resistant forms of cancers, including glioblastoma and brain metastasis. Under the terms of the Empirica Agreement, the Company acquired an IPR&D asset. Cash of $4,519 was paid at closing and transaction expenses totaled $203. The Company also deposited $1,506 in escrow (the "Escrow Deposit"). Release of the Escrow Deposit is subject to the terms of a promissory note, which provides for the funds to be released in equal annual installments over a three-year period related to continuing services by certain Empirica shareholders who are employed by the Company. In July 2021, the first annual installment of $523 was released from the Escrow Deposit. As of December 31, 2021 and 2020, accrued compensation expense on the promissory note was $261 and $282, which is presented within escrow deposits on the consolidated balance sheets.

Total consideration of the asset acquisition was as follows:

	December 31, 2021
Cash paid to Sellers at close	$ 4,516
Seller expenses paid by the Company	3
Buyer transaction expenses	203
Total consideration	$ 4,722
IPR&D	$ 4,722

The Company evaluated the acquisition under the guidance within ASU 2017-01, "Clarifying the Definition of a Business" and concluded that the group of assets acquired did not meet the definition of a business, and, as such, the acquisition was accounted for under the asset acquisition model. The definition of a business was not met because substantially all the fair value of the asset acquired was concentrated in an IPR&D asset.

As the IPR&D asset has no alternative future use, the Company charged $4,722 to expense within its consolidated statements of operations for the year ended December 31, 2020.

Note 5—Financial instruments and fair value measurements

The following table sets forth the Company's assets that were measured at fair value as of December 31, 2021, by level within the fair value hierarchy:

	Level 1	Level 2	Level 3	Total
Cash equivalents	$ 52,882	—	—	$ 52,882
U.S. Treasury	79,752	—	—	79,752
Corporate bonds	—	222,596	—	222,596
Total	$ 132,634	$ 222,596	$ —	$ 355,230

The following table sets forth the Company's assets that were measured at fair value as of December 31, 2020, by level within the fair value hierarchy:

	Level 1	Level 2	Level 3	Total
Cash equivalents	$ 24,284	—	—	$ 24,284
U.S. Treasury	9,525	—	—	9,525
Corporate bonds	—	40,070	—	40,070
Total	$ 33,809	$ 40,070	$ —	$ 73,879

There were no transfers between levels during the years ended December 31, 2021 and 2020. The Company uses the services of its investment manager, which uses widely accepted models for assumptions in valuing securities with inputs from major third-party data providers.

The Company classifies all of its investments in fixed maturity debt securities as available-for-sale and, accordingly, are carried at estimated fair value.

The amortized cost, gross unrealized gains and losses, and fair value of investments in fixed maturity securities are as follows as of December 31, 2021:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
U.S. Treasury	$ 80,052	$ —	$ (300)	$ 79,752
Corporate bonds	222,898	—	(302)	222,596
Total	$ 302,950	$ —	$ (602)	$ 302,348

The amortized cost, gross unrealized gains and losses, and fair value of investments in fixed maturity securities are as follows as of December 31, 2020:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
U.S. Treasury	$ 9,518	$ 7	$ —	$ 9,525
Corporate bonds	40,069	8	(7)	40,070
Total	$ 49,587	$ 15	$ (7)	$ 49,595

The following table provides the maturities of the Company's fixed maturity available-for-sale securities:

	December 31, 2021	December 31, 2020
Less than one year	$ 166,434	$ 48,542
One to five years	135,914	1,053
	$ 302,348	$ 49,595

The Company has evaluated the unrealized losses on the fixed maturity securities and determined that they are not attributable to credit risk factors. For fixed maturity securities, losses in fair value are viewed as temporary if the fixed maturity security can be held to maturity and it is reasonable to assume that the issuer will be able to service the debt, both as to principal and interest.

Note 6—Prepaid expenses and other current assets

The following is a summary of prepaid expenses and other current assets:

	December 31, 2021	December 31, 2020
Research and development	$ 210	$ 97
Insurance	1,606	—
Software licenses and other	2,033	760
Reimbursement receivable	250	908
Warranties	424	240
Other	250	256
Total prepaid expenses and other current assets	$ 4,773	$ 2,261

Note 7—Property and equipment, net

The following is a summary of property and equipment, net:

	December 31, 2021	December 31, 2020
Lab equipment	$ 18,114	$ 8,941
Leasehold improvements	8,365	1,964
Construction in progress	32,836	5,771
Computer software and equipment	2,623	214
Furniture and fixtures	1,358	76
Total	63,296	16,966
Less: Accumulated depreciation	(5,329)	(1,581)
Property and equipment, net	$ 57,967	$ 15,385

Depreciation expense was $3,748 and $1,402 for the years ended December 31, 2021 and 2020, respectively.

Note 8—Accrued expenses and other liabilities

The following is a summary of accrued expenses:

	December 31, 2021	December 31, 2020
Payroll and bonuses	$ 4,445	$ 3,132
Interest	82	82
Professional and legal fees	796	524
Operating lease liability, current	615	240
Other	102	52
Total accrued expenses and other liabilities	$ 6,040	$ 4,030

Note 9—Long-term debt

The following is a summary of the Company's indebtedness:

	December 31, 2021	December 31, 2020
Principal	$ 10,000	$ 10,000
Plus: End of term fee	395	395
Less: Debt discount attributable to warrants, net of accretion	(25)	(43)
Less: Unamortized deferred financing cost and end of term fee, net of accretion	(428)	(716)
Long-term debt, net	$ 9,942	$ 9,636

On September 14, 2020, the Company entered into a $10.0 million Term Loan Agreement (the "Loan Agreement") with Hercules Capital, Inc. ("Hercules"). Pursuant to the terms of the Loan Agreement, the Company borrowed $10.0 million (the "Tranche 1 Advance") from the lenders at closing. Beginning January 1, 2021 and upon the achievement of certain development milestones and continuing through September 30, 2021 the Company may borrow an additional $10.0 million (the "Tranche 2 Advance"). The remaining $10.0 million tranche ("Tranche 3 Advance") is subject to Hercules' investment committee's sole discretion.

The Loan Agreement has a four-year term, has a minimum cash covenant and an interest-only period of up to 24 months. If the Tranche 2 Advance is not drawn or the Company has achieved certain development milestones by September 30, 2021, then there is no minimum cash requirement. As of September 30, 2021,

there is no longer a minimum cash requirement since the Company has achieved certain development milestones and did not draw down the Tranche 2 Advance. The Company was in compliance with all provisions of the Loan Agreement as of December 31, 2021. Amounts borrowed under the Loan Agreement accrue interest at a floating rate per annum (based on a year of 360 days) equal to (i) the sum of (a) the greater of 6.30% plus (b) the prime rate as reported in *The Wall Street Journal* on the last business day of the month that immediately precedes the month in which the interest will accrue or (ii) 9.55%. The interest rate as of December 31, 2021 and 2020 was 9.55%.

The Company incurred $410 in deferred financing costs. The Company is also required to pay the lenders an end of term fee of 3.95% of loan proceeds upon repayment or prepayment of any loans made under the Loan Agreement. The end of term fee is being recognized as interest expense and accreted over the term of the Loan Agreement using the effective interest method. The Company is also required to pay Hercules a prepayment charge equal to 2.00% of the loan amounts prepaid during the interest-only period and 1.00% thereafter on any loans made under the Loan Agreement.

The Company granted Hercules a lien on substantially all of the Company's assets, excluding intellectual property.

The Company issued to Hercules warrants to purchase up to an aggregate of 16,112 shares of common stock. The warrants are exercisable for a period of ten years from the date of the issuance of each warrant at a per share exercise price equal to $13.96, subject to certain adjustments as specified in the warrants. The fair value of the warrants at issuance was $46. The Company accounted for the warrants as equity, and the fair value is recorded in additional paid-in capital. The warrant value is also recorded as a debt discount and classified as a contra- liability on the consolidated balance sheet and amortized to interest expense. If the Company borrows on the remaining two tranche advances outlined above, the Company will be required to issue warrants to Hercules equal to 2.25% of the aggregate amount funded.

Interest expense of the Loan Agreement is as follows:

	For the Year Ended December 31, 2021	For the Year Ended December 31, 2020
Interest expense	$ 969	$ 289
Amortization of debt issuance costs, including end of term fee accretion	306	92
	$ 1,275	$ 381

Included in accrued expenses in the accompanying consolidated balance sheets as of December 31, 2021 and 2020 was $82 of accrued interest.

Future principal payments due (including the end of term fee) under the Loan Agreement are as follows (in thousands):

	Principal Payments
2022	$ 1,039
2023	6,603
2024	2,753
2025	—
2026	—
Total future payments	$ 10,395

Note 10—Stockholders' Equity (Deficit)

On February 25, 2021, the Company converted from a Delaware limited liability company to a Delaware corporation, and changed its name to CenturyTx, Inc. Upon completion of this conversion, Prior Century

merged with and into CenturyTx, Inc., with CenturyTx, Inc. as the surviving entity and changed its name to “Century Therapeutics, Inc.” In connection with this merger, the holders of equity interests, including Series A Preferred Stock, common stock, restricted common stock and stock options in Prior Century received equivalent equity interests in Century Therapeutics, Inc. Bayer’s common units in the Company were converted into Series B Preferred Stock.

Upon the execution of the preceding conversion on February 25, 2021, the Company entered into a stock purchase agreement with existing and new investors whereby the Company issued and sold 24,721,999 shares of Series C Preferred Stock with a par value of $0.0001, to investors at a price of $6.472 per shares for gross proceeds of $160,000.

Pursuant to its Amended Articles of Incorporation filed on February 25, 2021, the Company was authorized to issue 125,236,190 shares of $0.0001 par value common stock and 85,865,789 shares of $0.0001 par value Preferred Stock. Of the Preferred Stock, 35,000,000 shares are designated as Series A Preferred Stock, 26,143,790 are designated as Series B Preferred Stock and 24,721,999 are designated as Series C Preferred Stock.

On June 22, 2021 when the Company closed its IPO, all outstanding shares of the Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock were converted into an aggregate of 34,126,528 shares of Common Stock automatically and without any action on the part of the holder thereof. The per share conversion price of each of the Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock was equal to $1.00, $5.55 and $6.472, respectively. The Company is authorized to issue up to 300,000,000 shares of common stock with a par value of $0.0001 per share and 10,000,000 shares of undesignated preferred stock with a par value of $0.0001 per share.

Note 11—Commitments and contingencies

From time to time, the Company may have certain contingent liabilities that arise in the ordinary course of its business activities. The Company accrues a liability for such matters when future expenditures are probable and such expenditures can be reasonably estimated.

Distributed Bio Master Service Agreement

On July 24, 2019, the Company entered into a Master Service Agreement with Distributed Bio, Inc (“DBio”), whereby DBio will screen for protein binders that bind to specific therapeutic targets. The Company pays for such services according to a payment schedule, and if the Company brings the protein binders into the clinic for further development, DBio will receive milestone payments of up to $16,100 in total for each product as the products move through the clinical development and regulatory approval processes. No milestone payments were due in 2021 or 2020.

The Company had accrued expenses of $36 and $244 within accrued expenses and other liabilities as of December 31, 2021 and 2020, respectively, in its consolidated balance sheets related to the Master Service Agreement.

iCELL Inc. Sublicense Agreement

In March 2020, the Company entered into a Sublicense Agreement with iCELL Inc (“iCELL”) whereby iCELL granted the Company a license of certain patents and technology. The Company will pay iCELL royalties in the low single digits on net sales of the licensed product. In addition to the earned royalties, the Company will pay sales milestones, not to exceed $70,000, for the sales of the licensed product. iCELL is also eligible to receive payments of up to $4,250 in development and regulatory approval milestone payments. No milestones or royalties were due in 2021 or 2020.

University of Toronto and McMaster University

In connection with the Empirica asset acquisition in June 2020 (Note 4), the Company acquired a license agreement by and among the Governing Council of the University of Toronto, or the Council, the McMaster University, or, together with the Council, the Toronto Universities, and Empirica (the Empirica License). Under the Empirica License, the Company received an exclusive, non- transferable, sublicensable, worldwide license to certain patents and antibody sequences and related intellectual property rights and know-how.

Pursuant to the Empirica License, the Company is required to make aggregate milestone payments of $18 million to the Toronto Universities upon the achievement of regulatory approval for certain products developed pursuant to the Empirica License. The Company is also required to make royalty payments to the Toronto Universities in an amount equal to a low single-digit percentage of annual net sales of any product commercialized utilizing technology licensed. The Company is also required to pay the Toronto Institutions 50% of all non-royalty payments from sublicenses up to certain maximum amounts and 50% of royalty payments from sublicenses up to a maximum low single-digit percentage.

The Empirica License expires upon the expiration of the last-to-expire valid claim covering the antibody and antibody-derived technology licensed under the agreement, which, if issued, is expected to expire in 2037. The Toronto Universities may immediately terminate the agreement upon certain insolvency events and the Company may terminate the agreement for convenience upon 30 days' written notice.

Note 12—Leases

The Company has commitments under operating leases for certain facilities used in its operations. The Company maintains security deposits on certain leases in the amounts of $1,549 and $909 within security deposits in its consolidated balance sheets at December 31, 2021 and 2020, respectively. The Company's leases have initial lease terms ranging from 5 to 16 years. Certain lease agreements contain provisions for future rent increases.

The following table reflects the components of lease expense:

	For the Year Ended December 31, 2021	For the Year Ended December 31, 2020
Operating lease expense:		
Fixed lease cost	$ 2,256	$ 935
Variable lease cost	709	131
Short term lease expense	2,628	2,352
Total operating lease expense	$ 5,593	$ 3,418

The following table reflects supplemental balance sheet information related to leases:

	Location in Balance Sheet	As of December 31, 2021	As of December 31, 2020
Operating lease right-of-use asset, net	Operating lease right-of-use asset, net	$ 11,854	$ 9,392
Operating lease liability, current	Accrued expenses and other liabilities	$ 615	$ 240
Operating lease liability, long-term	Operating lease liability, long-term	14,559	11,679
Total operating lease liability		$ 15,174	$ 11,919

The following table reflects supplement lease term and discount rate information related to leases:

	As of December 31, 2021	As of December 31, 2020
Weighted-average remaining lease terms - operating leases	7.99 years	10.2 years
Weighted-average discount rate - operating leases	9.0 %	9.0 %

The following table reflects supplemental cash flow information related to leases as of the periods indicated:

	For the Year Ended December 31, 2021	For the Year Ended December 31, 2020
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ (41)	$ 2,175
Right-of-use assets obtained in exchange for lease obligations:	$ 3,295	$ 9,735

The following table reflects future minimum lease payments under noncancelable leases as of December 31, 2021:

	Operating Leases
2022	$ 2,612
2023	2,723
2024	2,689
2025	2,747
2026	2,761
Thereafter	16,225
Total lease payments	29,757
Less: Imputed interest	(10,877)
Less: Tenant incentive receivable	(3,706)
Total	$ 15,174

The Company entered into one lease that had not commenced as of December 31, 2021. As a result, future lease payments of approximately $17.4 million are not recorded on the Company's consolidated balance sheets. The lease commences in March 2022 with a non-cancelable term of 10 years.

Note 13—Income taxes

Until February 25, 2021, the Company was organized as a limited liability company, which is considered a passthrough entity for federal and state income tax purposes. As such, any taxable income or loss realized by the Company for the year ended December 31, 2020 was allocated to the members in accordance with their respective membership interest and reported on their individual tax returns.

Income (loss) before provision for income taxes consisted of the following (in thousands):

	Year Ended December 31,	
	2021	2020
Domestic	$ (96,002)	$ (53,602)
Foreign	178	27
Loss before provision for income taxes	$ (95,824)	$ (53,575)

The components of the provision for income taxes is as follows:

	Year Ended December 31,	
	2021	2020
Current expense:		
Federal	$ -	$ -
State	-	-
Foreign	43	-
Total current expense:	43	-
Deferred expense:		
Federal	-	-
State	-	-
Foreign	-	-
Total deferred expense:	-	-
Total income tax expense	$ 43	$ -

A reconciliation of the Company's statutory income tax rate to the Company's effective income tax rate is as follows:

	Year Ended December 31,	
	2021	2020
Income at US statutory rate	21.0%	21.0%
State taxes, net of federal benefit	10.5%	-
Permanent differences	0.5%	-
Tax credits	4.3%	-
Non-taxable income	(0.5)%	(21.0)%
Valuation allowance	(32.2)%	-
Change in entity tax status	(0.7)%	-
Other	(3.0)%	-
	(0.1)%	-

The net deferred income tax asset balance related to the following:

	Year Ended December 31,	
	2021	2020
Deferred Tax Assets		
Net operating loss carryforwards	$ 28,537	$ -
Lease liability	5,127	-
Accrued expenses & other	1,530	-
Research & Development tax credits	4,211	-
Stock based compensation	729	-
Amortization	1,500	-
Total deferred tax assets	41,634	-
Valuation allowance	(34,262)	-
Net deferred tax assets	7,372	-
Deferred tax liability		
Depreciation	(3,366)	-
Right-of-use asset	(4,006)	-
Total deferred tax liabilities	(7,372)	-
Net deferred tax liability	$ -	$ -

As of December 31, 2021, the Company had an indefinite-lived federal net operating loss carryforward of $84.7 million. As of December 31, 2021, the Company has state and local NOL carryforwards of $84.3 million and $83.8 million, respectively. The state net operating loss carryforwards will begin to expire in 2039. As of December 31, 2021, the Company also has federal tax credits of $4.2 million, which begin to expire in 2039.

Future realization of the tax benefits of existing temporary differences and net operating loss carryforwards ultimately depends on the existence of sufficient taxable income within the carryforward period. As of December 31, 2021, the Company performed an evaluation to determine whether a valuation allowance was needed. The Company considered all available evidence, both positive and negative, which included the results of operations for the current and preceding years. The Company determined that it was not possible to reasonably quantify future taxable income and determined that it is more likely than not that all of the deferred tax assets will not be realized. Accordingly, the Company maintained a full valuation allowance against its net US DTAs as of December 31, 2021.

Under Internal Revenue Code Section 382, if a corporation undergoes an “ownership change,” the corporation’s ability to use its pre-change NOL carryforwards and other pre-change tax attributes to offset its post-change income may be limited. The Company has not completed a study to assess whether an “ownership change” has occurred or whether there have been multiple ownership changes since it became a “loss corporation” as defined in Section 382. Future changes in the Company's stock ownership, which may be outside of our control, may trigger an “ownership change.” In addition, future equity offerings or acquisitions that have equity as a component of the purchase price could result in an “ownership change.” If an “ownership change” has occurred or does occur in the future, utilization of the NOL carryforwards or other tax attributes may be limited, which could potentially result in increased future tax liability to the Company.

The calculation of the Company's tax liabilities involves dealing with uncertainties in the application of complex tax laws and regulations for both federal taxes and the many states in which we operate or do business in. ASC 740 states that a tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, on the basis of the technical merits.

The Company records uncertain tax positions as liabilities in accordance with ASC 740 and adjust these liabilities when its judgment changes as a result of the evaluation of new information not previously available. Because of the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from its current estimate of the unrecognized tax benefit liabilities. These differences will be reflected as increases or decreases to income tax expense in the period in which new information is available. As of December 31, 2020 and 2021, the Company has not recorded any uncertain tax positions in its financial statements.

The Company recognizes interest and penalties related to unrecognized tax benefits on the income tax expense line in the accompanying consolidated statement of operations. As of December 31, 2021 and 2020, no accrued interest or penalties are recorded.

The Company files tax returns as prescribed by the tax laws of the jurisdictions in which it operates. In the normal course of business, the Company is subject to examination by federal and state jurisdictions, where applicable. There are currently no pending tax examinations. The Company's tax years are still open under statute from December 31, 2018, to the present. The resolution of tax matters is not expected to have a material effect on the Company's consolidated financial statements.

Note 14—Basic and diluted net loss per common share

Basic and diluted net loss per common share is calculated as follows:

	Year Ended December 31, 2021	Year Ended December 31, 2020
Numerator		
Net loss	$ (95,824)	$ (53,575)
Denominator		
Weighted-average common shares for basic and diluted net loss per share	32,392,554	7,481,861
Basic and diluted net loss per common share	$ (2.96)	$ (7.16)

The Company's potentially dilutive securities, which include the convertible preferred stock, restricted stock, warrants, early exercised stock options and stock options to purchase shares of the Company's common stock, have been excluded from the computation of dilutive net loss per share as the effect would be antidilutive. Therefore, the weighted- average number of shares of common stock outstanding used to calculate both basic and diluted net loss per share is the same. The Company excluded the following potential shares of common stock presented based on amounts outstanding at each stated period end, from the computation of diluted net loss per share for the years ended December 31, 2021 and 2020 because including them would have had an anti-dilutive effect.

	Year Ended December 31, 2021	Year Ended December 31, 2020
Stock options to purchase common stock	5,678,604	3,882,328
Early exercised stock options subject to future vesting	946,586	330,629
Restricted stock award subject to future vesting	681,789	1,053,502
Warrants	32,009	16,112
Convertible preferred stock	—	61,143,790
Total	7,338,988	66,426,361

Note 15—Defined contribution plan

The Company has a 401(k) Employee Savings Plan ("401(k) Plan") that is available to all employees of the Company. The Company has elected a Safe-Harbor provision for the 401(k) Plan in which participants are always fully vested in their employer contributions. The Company matches 100% of the first 3% of participating employee contributions and 50% of the next 2% of participating employee contributions. Contributions are made in cash. Contributions were approximately $536 and $301 for the year ended December 31, 2021 and 2020 respectively. Such contribution expense has been recognized in the consolidated statement of operations for each period.

Note 16—Stock-based compensation

As part of the merger discussed in Note 2 above, the Company adopted from Prior Century, the 2018 Stock Option and Grant Plan (the "Plan"). The Plan provides for the Company to sell or issue common stock or restricted common stock, or to grant incentive stock options or nonqualified stock options for the purchase of common stock, to employees, members of the Board of Directors, and consultants of the Company under terms and provisions established by the Board of Directors. Under the terms of the Plan, options may be granted at an exercise price not less than fair market value. The Company generally grants stock-based awards with service conditions only. Stock awards granted typically vest over a four-year period but may be granted with different vesting terms. On June 17, 2021, this plan was replaced by the Century Therapeutics,

Inc. 2021 Equity Incentive Plan (the “2021 Incentive Plan”) and future issuances of incentive awards will be governed by that plan.

Upon adoption of the 2021 Incentive Plan, the Company was authorized to issue 5,481,735 shares of Common Stock under the 2021 Incentive Plan (which represents 5,640,711 shares of Common Stock initially available for grant under the 2021 Incentive Plan less 158,976 shares of Common Stock reserved for issuance upon the exercise of previously granted stock options that remain outstanding under the 2018 Incentive Plan).

The 2021 Employee Stock Purchase Plan (the “2021 ESPP”) was approved by the board of directors on May 27, 2021. A total of 564,071 shares of common stock were initially reserved for issuance under this plan. No shares are issued or outstanding under the 2021 ESPP.

The Company recognizes the costs of the stock-based payments as the employees vest in the awards. For the year ended December 31, 2021, the Company recognized $4,662 of stock-based compensation expense of which $2,357 was general and administrative expense and $2,305 was research and development expenses recorded within the consolidated statement of operations and comprehensive loss. For the year ended December 31, 2020, the Company recognized $876 of stock-based compensation expense of which $201 was general and administrative expense and $675 was research and development expenses recorded within the consolidated statement of operations and comprehensive loss.

Stock Options

The following table summarizes stock option activity for the year ended December 31, 2021:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (in thousands)
Outstanding January 1, 2021	3,882,328	$ 1.06	9.11	$ 1,520
Granted	3,364,471	9.15	—	—
Exercised - vested	(199,696)	1.11	—	—
Exercised - unvested	(1,114,868)	2.79	—	—
Forfeited	(89,564)	1.96	—	—
Cancelled	(164,067)	7.27	—	—
Outstanding, December 31, 2021	5,678,604	$ 5.36	8.35	$ 11,595
Exercisable at December 31, 2021	3,458,223	4.01	8.52	$ 5,237

The weighted average grant date fair value of awards for options granted during the period ended December 31, 2021 was $5.46. As of December 31, 2021, there was $16,645 of total unrecognized compensation expense related to unvested stock options with time-based vesting terms, which is expected to be recognized over a weighted average period of 2.85 years. The aggregate intrinsic value of options vested and exercisable as of December 31, 2021 and 2020 is calculated based on the difference between the exercise price and the fair value of our common stock. The intrinsic value of options exercised in 2021 and 2020 was $2,400 and $22, respectively.

During 2020, the Company issued 213,624 performance-based awards that vest upon contingent events. The performance condition for these awards were achieved as of June 30, 2021. As a result, the Company recorded compensation expense related to the performance-based awards of $227 during the year ended December 31, 2021.

The Company estimates the fair value of its option awards to employees and directors using Black-Scholes, which requires inputs and subjective assumptions, including (i) the expected stock price volatility, (ii) the

calculation of the expected term of the award, (iii) the risk-free interest rate and (iv) expected dividends. Due to the lack of substantial company-specific historical and implied volatility data of its common stock, the Company has based its estimate of expected volatility on the historical volatility of a group of similar public companies. When selecting these companies on which it has based its expected stock price volatility, the Company selected companies with comparable characteristics to it, including enterprise value, risk profiles, position within the industry and with historical share price information sufficient to meet the expected term of the stock-based awards. The Company will continue to apply this process until a sufficient amount of historical information regarding the volatility of its own stock price becomes available.

The Company has never paid dividends and does not expect to in the foreseeable future. The expected term of the options granted to employees is derived from the “simplified” method as described in Staff Accounting Bulletin 107 relating to stock-based compensation. The risk-free interest rates for periods within the expected term of the option are based on the U.S. Treasury securities with a maturity date commensurate with the expected term of the associated award. The Company will account for actual forfeitures as they occur.

The weighted-average assumptions used to calculate the fair value of stock options granted are as follows:

	December 31, 2021	December 31, 2020
Expected dividend rate	—	—
Expected option term (years)	6.09	5.85
Expected volatility	69.73 %	68.38 %
Risk-free interest rate	1.08 %	0.58 %

Restricted Stock

The following table summarizes restricted stock activity for the year ended December 31, 2021:

	Shares	Weighted Average Grant Date Fair Value
Total Unvested December 31, 2020	1,053,502	$ 0.35
Granted	194,320	16.95
Vested	(566,033)	1.41
Total Unvested December 31, 2021	681,789	$ 4.20

Pursuant to certain stock purchase agreements containing vesting and other provisions, the Company has the right to repurchase unvested shares.

As of December 31, 2021, there was $2,725 of total unrecognized compensation expense related to the unvested restricted stock with time-based vesting terms, which is expected to be recognized over a weighted average period of 1.48 years. All restricted stock vests over a four-year period.

Early-Exercise of Unvested Equity Awards

As part of the merger, the Company assumed a deposit liability from Prior Century. Certain equity award holders early exercised unvested equity awards. The cash received upon early exercise of options is recorded as a deposit liability on the Company’s balance sheet, totaling $3,000 as of December 31, 2021.

Note 17—Related party transactions

License and Collaboration Agreements with Shareholder

As part of the Commitment Agreement, the Company acquired licenses and other contracts from Prior Century that were originally entered into by Prior Century and FUJIFILM Cellular Dynamics, Inc. (“FCDI”). FCDI is a shareholder of Century. The acquired licenses and other contracts with FCDI are as follows:

FCDI Licenses

The Company acquired from Prior Century a non-exclusive license agreement with FCDI. The license provides the Company with certain patents and know-how related to the reprogramming of human somatic cells to induce pluripotent stem cell(s) (“iPSCs”) (“License Agreement”). Under this agreement, the Company is required to make certain developmental and regulatory milestone payments as well as royalty payments upon commercialization. Royalties are in the low single digits on the sale of all licensed products.

The Company also acquired from Prior Century an exclusive license agreement with FCDI. The license provides the Company with patents and know-how related to human iPSCs exclusively manufactured by FCDI.

The potential development and regulatory milestone payments to be paid by the Company to FCDI are $6,000.

FCDI Collaboration Agreement

In October 2019, the Company entered into the FCDI Collaboration Agreement with FCDI, whereby FCDI will provide certain services to the Company to develop and manufacture iPSCs and immune cells derived therefrom. FCDI will provide services in accordance with the approved research plan and related research budget. The initial research plan covers the period from October 2019 through March 31, 2022, with the related research budget totaling $31,400.

On March 23, 2021, the Company entered into a Manufacturing Agreement with FCDI, or the Manufacturing Agreement, pursuant to which FCDI will provide certain agreed upon technology transfer, process development, analytical testing and cGMP manufacturing services to the Company.

On January 7, 2022, the Company and FCDI entered into a letter agreement (the “Letter Agreement”), which amends each of the FCDI Agreements pursuant to the Company’s Research Collaboration and License Agreement with Bristol-Myers Squibb as further discussed in note 18. Pursuant to the Letter Agreement, and in consideration for amending the FCDI Agreements, the Company will pay to FCDI (i) an upfront payment of $10 million, (ii) a percentage of any milestone payments received by the Company under the FCDI Collaboration Agreement in respect of achievement of development or regulatory milestones specific to Japan, and (iii) a percentage of all royalties received by the Company under the FCDI Collaboration Agreement in respect of sales of products in Japan.

During the years ended December 31, 2021 and 2020, in connection with the FCDI Collaboration Agreement, the Company made payments of $16,220 and $5,311 and incurred research and development expenses of $16,669 and $9,002, and legal fees of $83 and $52, respectively, recorded within general and administrative expenses in its consolidated statements of operations and comprehensive loss. As of December 31, 2021 and 2020, there was $2,375 and $1,844 in accounts payable related to this agreement on the consolidated balance sheets.

Consulting Arrangements with Shareholders

In 2019, the Company entered into arrangements with two shareholders of the Company, wherein the shareholders provide consulting services to the Company. As compensation for the consulting services, the shareholders are entitled to an annual retainer fee, payable quarterly, along with payment of reasonable expenses associated with providing the consulting services. The Company paid $75 and $94 related to these consulting arrangements that were included in research and development expenses in the consolidated statements of operations and comprehensive loss for the years ended December 31, 2021 and 2020, respectively. As of December 31, 2020, there was $19 in accrued expenses related to this agreement on the consolidated balance sheets. There were no accrued expenses as of December 31, 2021.

Note 18—Subsequent Events

Bristol Myers Squibb Company Collaboration Agreement

In January 2022, the Company, entered into a Research, Collaboration and License Agreement (the "Collaboration Agreement") with Bristol-Myers Squibb Company ("Bristol-Myers Squibb") to collaborate on the research, development and commercialization of induced pluripotent stem cell derived, engineered natural killer cell and/or T cell programs for hematologic malignancies and solid tumors (each a "Collaboration Program," and each product candidate developed within such Collaboration Program, a "Development Candidate").

Pursuant to the Collaboration Agreement, the Company and Bristol-Myers Squibb will initially collaborate on two Collaboration Programs and Bristol-Myers Squibb has the option to add up to two additional Collaboration Programs, for an additional fee. The initial two Collaboration Programs are focused on acute myeloid leukemia ("AML") and multiple myeloma, respectively. The two additional Collaboration Programs that Bristol-Myers Squibb may elect to add to the collaboration will focus on targets chosen from a set of reserved targets or other targets selected by Bristol-Myers Squibb, which can be nominated subject to certain conditions agreed with the Company and outlined in the Collaboration Agreement.

Under the Collaboration Agreement, the Company will be responsible for generating Development Candidates for each Collaboration Program with a goal of producing Development Candidates that meet pre-specified criteria. Bristol-Myers Squibb has the option, exercisable for a specified period of time after the Development Candidate for each Collaboration Program is deemed to meet the applicable criteria, to elect to exclusively license from the Company the Development Candidates created in each Collaboration Program for pre-clinical development, clinical development and commercialization on a worldwide basis (each a "License Option"). Following Bristol-Myers Squibb's exercise of the License Option with respect to a Collaboration Program, the Company will be responsible for performing investigational new drug application ("IND")-enabling studies, supporting Bristol-Myers Squibb's preparation and submission of an IND and manufacturing of clinical supplies until completion of a proof of concept clinical trial for the relevant Development Candidates, in each case at pre-agreed rates. Bristol-Myers Squibb will be responsible for all regulatory, clinical, manufacturing (after the proof of concept clinical trial) and commercialization activities for such Development Candidates worldwide. The Company has the option to co-promote with Bristol-Myers Squibb Development Candidates generated from the initial AML Collaboration Program and, if Bristol-Myers Squibb elects to expand to a fourth Collaboration Program, Development Candidates generated from the fourth Collaboration Program.

In connection with the Collaboration Agreement, the Company and Bristol-Myers Squibb entered into a Securities Purchase Agreement (the "Purchase Agreement") on January 7, 2022, whereby the Company issued and sold to Bristol-Myers Squibb 2,160,760 shares of the Company's common stock at a price per share of $23.14, for an aggregate purchase price of $50 million. Under the terms of the Collaboration Agreement, Bristol-Myers Squibb made a non-refundable, upfront cash payment of $100 million to the Company within thirty (30) days of execution of the Collaboration Agreement and will pay the Company an exercise fee upon the exercise of the License Option with respect to a Collaboration Program (each such Collaboration Program, a "Licensed Program" and product candidates developed under a Licensed Program, "Licensed Products"). The upfront cash payment of $100 million was received in the first quarter of 2022. With respect to each Licensed Program, Bristol-Myers Squibb will pay the Company up to $235 million in milestone payments upon the first achievement of certain development and regulatory milestones within such Licensed Program. In addition, Bristol-Myers Squibb will pay the Company up to $500 million per Licensed Product in net sales-based milestone payments. Bristol-Myers Squibb will also pay the Company tiered royalties per Licensed Product as a percentage of net sales in the high-single digits to low-teens, subject to reduction for biosimilar competition, compulsory licensing and certain third party license costs. If Century exercises its co-promote option, such royalty percentage will be increased to low-teens to high-teens in respect of the sales of the co-promoted Licensed Products in the United States. The royalty term shall terminate on a Licensed Product-by-Licensed Product and country-by-country basis on the latest of (i) the twelve (12) year anniversary

of the first commercial sale of such Licensed Product in such country, (ii) the expiration of any regulatory exclusivity period that covers such Licensed Product in such country, and (iii) the expiration of the last-to-expire licensed patent of the Company or a jointly owned patent that covers such the Licensed Product in such country. After expiration of the applicable royalty term for a Licensed Product in a country, all licenses granted by the Company to Bristol-Myers Squibb for such Licensed Product in such country will be fully paid-up, royalty-free, perpetual and irrevocable.

The Company is reviewing the accounting for the transaction which will be recorded in the first quarter of 2022.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements in accordance with GAAP. This Annual Report does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of the of the Company's registered public accounting firm due to a transition period established by rules of the SEC for newly public companies. We will be required, under Section 404 of the Sarbanes-Oxley Act of 2002, as amended, or the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting beginning with our Annual Report on Form 10-K for the year ending December 31, 2022. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. The SEC defines a material weakness as a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of a company's annual or interim consolidated financial statements will not be detected or prevented on a timely basis.
In accordance with the provisions of the Sarbanes-Oxley Act, neither we nor our independent registered public accounting firm has performed an evaluation of our internal control over financial reporting during any period included in this Annual Report on Form 10-K.

Changes in Internal Control over Financial Reporting

There were no changes to our internal control over financial reporting that occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

ITEM 9C. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by Item 11 of Form 10-K is incorporated by reference to the information contained in our definitive proxy statement for the 2022 annual meeting of stockholders.

ITEM 11. EXECUTIVE COMPENSATION

The information required by Item 11 of Form 10-K is incorporated by reference to the information contained in our definitive proxy statement for the 2022 annual meeting of stockholders.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by Item 12 of Form 10-K is incorporated by reference to the information contained in our definitive proxy statement for the 2022 annual meeting of stockholders.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by Item 13 of Form 10-K is incorporated by reference to the information contained in our definitive proxy statement for the 2022 annual meeting of stockholders.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by Item 14 of Form 10-K is incorporated by reference to the information contained in our definitive proxy statement for the 2022 annual meeting of stockholders.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a)(1) Financial Statements

See Index to the Consolidated Financial Statements on page F-1 of this Annual Report.

(a)(2) Financial Statement Schedules

None, as all information required in these schedules is included in the Notes to the Consolidated Financial Statements.

(a)(3); (b) Exhibits

The following exhibits are filed as part of this Annual Report on Form 10-K:

Exhibit Number	Exhibit Description
3.1	Second Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K (File No. 001-40498) filed on June 25, 2021)
3.2	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K (File No. 001-40498) filed on June 25, 2021)
4.1	Specimen Common Stock Certificate of Registrant (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1/A (File No. 333-256648), dated June 14, 2021)
4.2	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934
4.3	Investors' Rights Agreement, by and among the Registrant and each of the investors listed on Schedule A thereto, dated February 25, 2021 (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
4.4	Warrant to Purchase Units of Century Therapeutics, LLC, in favor of Hercules Technology Management Co II, Inc., dated September 14, 2020 (incorporated by reference to Exhibit 4.3 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.1·	Form of Indemnification Agreement by and between the Registrant and its individual directors and officers (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.2·	2018 Stock Option and Grant Plan (incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.3·	Amendment No. 1 to 2018 Stock Option and Grant Plan (incorporated by reference to Exhibit 10.3 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.4·	Amendment No. 2 to 2018 Stock Option and Grant Plan (incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.5·	Amendment No. 3 to 2018 Stock Option and Grant Plan (incorporated by reference to Exhibit 10.5 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.6·	Amendment No. 4 to 2018 Stock Option and Grant Plan (incorporated by reference to Exhibit 10.6 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.7·	Amendment No. 5 to 2018 Stock Option and Grant Plan (incorporated by reference to Exhibit 10.7 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.8·	2021 Equity Incentive Plan (incorporated by reference to Exhibit 10.8 to the Company's Registration Statement on Form S-1/A (File No. 333-256648), dated June 14, 2021)

10.9·	2021 Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.9 to the Company's Registration Statement on Form S-1/A (File No. 333-256648), dated June 14, 2021)
10.10·	Form of Restricted Stock Award Agreement, under the 2018 Stock Option and Grant Plan (incorporated by reference to Exhibit 10.10 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.11·	Form of Non-Qualified Stock Option Agreement, under the 2018 Stock Option and Grant Plan (incorporated by reference to Exhibit 10.11 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.12·	Form of Incentive Stock Option Agreement, under the 2018 Stock Option and Grant Plan (incorporated by reference to Exhibit 10.12 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.13·	Form of Stock Option Grant Notice and Award Agreement, under the 2021 Plan (incorporated by reference to Exhibit 10.13 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.14·	Form of Restricted Stock Unit Grant Notice and Award Agreement, under the 2021 Plan (incorporated by reference to Exhibit 10.14 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.15*	Amended and Restated Option Agreement, by and between Century Therapeutics, Inc. and Bayer HealthCare LLC, dated February 25, 2021 (incorporated by reference to Exhibit 10.15 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.16*	Master Collaboration Agreement, by and between Century Therapeutics, Inc. and FUJIFILM Cellular Dynamics, Inc., dated October 21, 2019 (incorporated by reference to Exhibit 10.16 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.17	Amendment No. 1 to Master Collaboration Agreement, by and between Century Therapeutics, Inc. and FUJIFILM Cellular Dynamics, Inc., dated July 17, 2020 (incorporated by reference to Exhibit 10.17 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.18*	Amendment No. 2 to Master Collaboration Agreement by and between Century Therapeutics, Inc. and FUJIFILM Cellular Dynamics, Inc., dated March 23, 2021 (incorporated by reference to Exhibit 10.18 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.19	Amendment No. 3 to Master Collaboration Agreement by and between Century Therapeutics, Inc. and FUJIFILM Cellular Dynamics, Inc., dated March 29, 2021 (incorporated by reference to Exhibit 10.19 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.20	Letter Agreement, by and among Century Therapeutics, Inc., FUJIFILM Cellular Dynamics, Inc. and Wisconsin Alumni Research Foundation, dated July 2, 2019 (incorporated by reference to Exhibit 10.20 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.21*	License Agreement (Differentiation), by and between Century Therapeutics, Inc. and FUJIFILM Cellular Dynamics, Inc., dated September 18, 2018 (incorporated by reference to Exhibit 10.21 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.22*	Amendment No. 1 to License Agreement (Differentiation), by and between Century Therapeutics, Inc. and FUJIFILM Cellular Dynamics, Inc., dated March 23, 2021 (incorporated by reference to Exhibit 10.22 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.23*	License Agreement (Reprogramming), by and between Century Therapeutics, Inc. and FUJIFILM Cellular Dynamics, Inc., dated September 18, 2018 (incorporated by reference to Exhibit 10.23 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.24*	Amendment No. 1 to License Agreement (Reprogramming), by and between Century Therapeutics, Inc. and FUJIFILM Cellular Dynamics, Inc., dated March 23, 2021 (incorporated by reference to Exhibit 10.24 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)

10.25*	Letter Agreement by and between Century Therapeutics, Inc. and FUJIFILM Cellular Dynamics, Inc., dated January 7, 2022
10.26*	Manufacturing Agreement, by and between Century Therapeutics, Inc. and FUJIFILM Cellular Dynamics, Inc., dated March 23, 2021 (incorporated by reference to Exhibit 10.25 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.27*	Loan and Security Agreement, by and between Century Therapeutics, Inc. and Hercules Capital, Inc., dated September 14, 2020 (incorporated by reference to Exhibit 10.26 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.28*	Sublicense Agreement, by and between iCELL Inc. and Century Therapeutics, Inc., dated March 20, 2020 (incorporated by reference to Exhibit 10.27 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.29*	License Agreement, by and among the Governing Council of the University of Toronto, the McMaster University and Empirica Therapeutics, dated January 22, 2019 (incorporated by reference to Exhibit 10.28 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.30	License Agreement, by and between Inscripta, Inc. and Century Therapeutics, Inc., dated January 1, 2019 (incorporated by reference to Exhibit 10.29 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.31*	Research Collaboration and License Agreement, by and between Century Therapeutics, Inc. and Bristol-Myers Squibb Company, dated January 7, 2022
10.32·	Executive Employment Agreement, by and between the Registrant and Osvaldo Flores, Ph.D., dated May 26, 2021 (incorporated by reference to Exhibit 10.30 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.33·	Executive Employment Agreement, by and between the Registrant and Michael Diem, M.D., dated May 26, 2021 (incorporated by reference to Exhibit 10.31 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.34·	Executive Employment Agreement, by and between the Registrant and Hyam Levitsky, M.D., dated May 26, 2021 (incorporated by reference to Exhibit 10.32 to the Company's Registration Statement on Form S-1 (File No. 333-256648), dated May 28, 2021)
10.35·	Executive Employment Agreement, by and between the Registrant and Luis Borges, Ph.D., dated May 26, 2021 (incorporated by reference to Exhibit 10.33 to the Company's Registration Statement on Form S-1/A (File No. 333-256648), dated June 14, 2021)
10.36·	Executive Employment Agreement, by and between the Registrant and Adrienne Farid, Ph.D., dated May 26, 2021 (incorporated by reference to Exhibit 10.34 to the Company's Registration Statement on Form S-1/A (File No. 333-256648), dated June 14, 2021)
10.37·	Executive Employment Agreement, by and between the Registrant and Gregory Russotti, Ph.D., dated May 26, 2021 (incorporated by reference to Exhibit 10.35 to the Company's Registration Statement on Form S-1/A (File No. 333-256648), dated June 14, 2021)
21.1	Subsidiaries of the Registrant
23.1	Consent of Ernst & Young LLP, an Independent Registered Public Accounting Firm
31.1	Rule 13a-14(a)/15d-14(a) certification of Principal Executive Officer
31.2	Rule 13a-14(a)/15d-14(a) certification of Principal Financial Officer
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350 certification, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350 certification, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101 INS	XBRL Instance Document
101 SCH	XBRL Taxonomy Extension Schema Document
101 CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101 DEF	XBRL Taxonomy Extension Definition Linkbase Document
101 LAB	XBRL Taxonomy Extension Label Linkbase Document

101 PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File

● Indicates management contract or compensatory plan.

* Certain identified information in the exhibit has been omitted because it is the type of information that (i) the Company customarily and actually treats as private and confidential, and (ii) is not material.

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.

CENTURY THERAPEUTICS, INC.
By: /s/ Osvaldo Flores, Ph.D.
Osvaldo Flores, Ph.D.
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Osvaldo Flores, Ph.D. Osvaldo Flores, Ph.D.	President, Chief Executive Officer and Director (principal executive officer)	March 17, 2022
/s/ Michael Diem, M.D. Michael Diem, M.D.	Chief Business Officer (principal financial and accounting officer)	March 17, 2022
/s/ Kimberly Blackwell, M.D. Kimberly Blackwell, M.D.	Director	March 17, 2022
/s/ Cynthia Butitta Cynthia Butitta	Director	March 17, 2022
/s/ Eli Casdin Eli Casdin	Director	March 17, 2022
/s/ Joseph Jimenez Joseph Jimenez	Director, Chairman of the Board	March 17, 2022
/s/ Alessandro Riva, M.D. Alessandro Riva, M.D.	Director	March 17, 2022
/s/ Carlo Rizzuto, Ph.D. Carlo Rizzuto, Ph.D.	Director	March 17, 2022

DESCRIPTION OF SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

Century Therapeutics, Inc. (the "Company" or "we") has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): common stock, par value $0.0001 per share of the Company (the "Common Stock").

Description of Common Stock

The following description of our Common Stock summarizes the material terms and provisions of our Common stock. For the complete terms of our Common Stock, please refer to our second amended and restated certificate of incorporation, as amended from time to time and our amended and restated bylaws (our "bylaws"), as amended from time to time.

Under our certificate of incorporation, our authorized capital stock consists of 300,000,000 shares of Common Stock, par value $0.0001 per share, and 10,000,000 shares of preferred stock, par value $0.0001 per share. As of February 28, 2022, we had 58,819,215 shares of Common Stock outstanding.

Voting. Each holder of Common Stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors. Our stockholders do not have cumulative voting rights in the election of directors. Accordingly, holders of a majority of the voting shares are able to elect all of the directors. In addition, the affirmative vote of holders of two-thirds of the voting power of all of the then outstanding voting stock will be required to take certain actions, including amending certain provisions of our second amended and restated certificate of incorporation, such as the provisions relating to amending our amended and restated bylaws, procedures for our stockholder meetings, the classified board, director liability, and exclusive forum for proceedings.

Dividends. Subject to preferences that may be applicable to any then outstanding preferred stock, holders of our Common Stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds.

Liquidation and Dissolution. In the event of our liquidation, dissolution or winding up, holders of our Common Stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then outstanding shares of preferred stock.

Other Rights and Restrictions. Holders of our Common Stock have no preemptive, conversion, subscription or other rights, and there are no redemption or sinking fund provisions applicable to our Common Stock. The rights, preferences and privileges of the holders of our Common Stock are subject to and may be adversely affected by the rights of the holders of shares of any series of our preferred stock that we may designated in the future.

Listing. Our Common Stock is listed on the Nasdaq Global Select Market under the symbol "IPSC."

Transfer Agent and Registrar. The transfer agent and registrar for our Common Stock is American Stock Transfer & Trust Company, LLC.

Anti-Takeover Provisions of Delaware law and our charter documents

Some provisions of Delaware law and our second amended and restated certificate of incorporation and our amended and restated bylaws contain provisions that could make the following transactions more difficult: acquisition of us by means of a tender offer; acquisition of us by means of a proxy contest or otherwise; or removal of our incumbent officers and directors. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions that might result in a premium over the market price for our shares.

These provisions, summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms.

Section 203 of the Delaware General Corporation Law

We are subject to Section 203 of the Delaware General Corporation Law (the "DGCL"), which prohibits persons deemed "interested stockholders" from engaging in a "business combination" with a publicly-held Delaware corporation for three years following the date these persons become interested stockholders unless the business combination is, or the transaction in which the person became an interested stockholder was, approved in a prescribed manner or another prescribed exception applies. Generally, an "interested stockholder" is a person who, together with affiliates and associates, owns, or within three years prior to the determination of interested stockholder status did own, 15% or more of a corporation's voting stock. Generally, a "business combination" includes a merger, asset, or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. The existence of this provision may have an anti-takeover effect with respect to transactions not approved in advance by the board of directors, such as discouraging takeover attempts that might result in a premium over the market price of our common stock.

Elimination of stockholder action by written consent

Our second amended and restated certificate of incorporation provides that all stockholder actions must be effected at a duly called meeting of stockholders and not by consent in writing. A special meeting of stockholders may be called only by a majority of our board of directors, the chair of our board of directors, or our chief executive officer.

Undesignated preferred stock

The ability to authorize undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change control of us. These and other provisions may have the effect of deterring hostile takeovers or delaying changes in control or management of our company.

Amendment of charter provisions

Our second amended and restated certificate of incorporation provides that the affirmative vote of holders of at least 662⁄3% of the voting power of all of the then outstanding shares of voting stock, voting as a single class, will be required to amend certain provisions of our second amended and restated certificate of incorporation, including provisions relating to the size of the board, removal of directors, special meetings, actions by written consent, and cumulative voting. The affirmative vote of holders of at least 66 2⁄3% of the voting power of all of the then outstanding shares of voting stock, voting as a single class, will be required to amend or repeal our amended and restated bylaws unless such action is recommended by our board of directors at an annual or special meeting of stockholders, which would then require the affirmative vote of a majority of the voting power of all of the then outstanding shares of voting stock, voting as a single class. Additionally, our amended and restated bylaws may be amended by a simple majority vote of our board of directors.

Classified board; election and removal of directors

Our second amended and restated certificate of incorporation provides that our board of directors is divided into three classes, Class I, Class II, and Class III, with each class serving staggered terms, and will give our board of directors the exclusive right to expand the size of our board of directors and to elect directors to fill a vacancy created by the expansion of the board of directors or the resignation, death, or removal of a director.

Choice of forum

Our second amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another state court located within the State of Delaware or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware) will be the sole and exclusive forum for

(i) any derivative action or proceeding brought on behalf of us, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, stockholder, employee, or agent of ours to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, our second amended and restated certificate of incorporation or our amended and restated bylaws (in each case, as may be amended from time to time), (iv) any action asserting a claim governed by the internal affairs doctrine of the State of Delaware, or (v) any other action asserting an "internal corporate claim," as defined in Section 115 of the DGCL, in all cases subject to the court having personal jurisdiction over all indispensable parties named as defendants.

In addition, our second amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum (which consent may be given at any time, including during the pendency of litigation), the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933. Any person or entity purchasing or otherwise acquiring or holding any interest in any of our securities will be deemed to have notice of and consented to this provision.

Exhibit 10.25

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and the registrant customarily and actually treats as private and confidential.

January 7, 2022

CONFIDENTIAL

FUJIFILM Cellular Dynamics, Inc.
525 Science Drive
Madison, WI 53711
Attention: President and Chief Executive Officer

With a copy to:
FUJIFILM Cellular Dynamics, Inc.
525 Science Drive
Madison, WI 53711
Attention: General Counsel

Re: Amendments to and other agreements regarding the following agreements by and between Century Therapeutics, Inc. ("***Century***") and FUJIFILM Cellular Dynamics, Inc. ("***CDI***"):

License Agreement (Reprogramming) by and between Century and CDI dated September 18, 2018, as amended by a First Amendment to License Agreement effective as of March 23, 2021 (the "***Reprogramming Agreement***")

License Agreement (Differentiation) by and between Century and CDI dated September 18, 2018 as amended by a First Amendment to License Agreement effective as of March 23, 2021 (the "***Differentiation Agreement***")

Manufacturing and Supply Agreement by and between Century and CDI dated March 23, 2021 (the "***Manufacturing Agreement***")

Dear Sir or Madam:

Reference is hereby made to the Reprogramming Agreement, the Differentiation Agreement, and the Manufacturing Agreement (the "***Agreements***"). Capitalized terms used but not defined in this letter shall be as defined in each of the Agreements as applicable to the given agreement.

Century is presently in negotiation with Bristol-Myers Squibb Company ("***BMS***") for an agreement as described below as the "***BMS Collaboration Agreement***."

In order for Century to complete the BMS Collaboration Agreement, it is necessary to amend certain provisions of the Reprogramming Agreement and the Differentiation Agreement. Accordingly, the parties agree to the following amendments to the Reprogramming Agreement and the Differentiation Agreement:

Reprogramming Agreement amendments:

Article 1 of the Reprogramming Agreement is amended by:

(a) deleting the definition of "Territory" in its entirety and inserting the following: "1.51 "**Territory**" means worldwide, excluding Japan and any country(ies) eliminated from the Territory pursuant to Section 9.6; provided, however, that, with respect to the BMS Collaboration Agreement, "**Territory**" shall include Japan."; and

(b) inserting at the end of such Article the following: "1.56 "**BMS Collaboration Agreement**" means an agreement that has an effective date on or after January 7, 2022 and before July 1, 2022 under which (i) Century and BMS collaborate to develop one or more Licensed Products that are T cells or NK cells, with certain of such Licensed Products containing intellectual property of BMS, (ii) BMS has the exclusive worldwide rights to Exploit all of the Licensed Products, (iii) Century would and does grant sublicenses under and subject to the terms and conditions of this Agreement (but not any sublicenses under the Excluded WARF Patent Rights as defined in **Exhibit E** hereto) and the Differentiation License Agreement (but only to the extent needed to Exploit the Licensed Products created by Century), (iv) upon the expiration or any termination of this Agreement, any and all sublicenses under this Agreement terminate for the entire Territory (subject to the wind down procedures agreed upon as contemplated in Section 9.7(a) of this Agreement and FCDI's obligation under the letter amendment with Century dated January 7, 2022 (the "**Second Amendment**") to enter into with BMS a direct license of the rights licensed under this Agreement with respect to the Licensed Products created under the BMS Collaboration Agreement as provided in such letter amendment and (v) Century would not receive any portion of upfront payments made by Sublicensees of BMS."

All rights of and license grants to CDI under Sections 2.2(b) and (d), Sections 2.3(d) and (e), Sections 2.4(a) and (b), Section 2.8(b) and Section 5.2 (with respect to patents other than the Licensed Patent Rights, including Patents under the BMS Collaboration Agreement, to the extent applicable) are waived with respect to the BMS Collaboration Agreement. For the avoidance of doubt, with respect to the immediately preceding sentence, the Licensed Patent Rights includes the Excluded WARF Patent Rights.

With respect to solely the BMS Collaboration Agreement, Section 2.2(c) shall be amended in its entirety to be the following: "In the event a partial or complete termination of this Agreement (other than any such termination with respect to the WARF

Patent Rights and other than any such termination by reason of an act or omission of BMS or any of its Sublicensees): (i) CDI will enter into a direct license with BMS that is equivalent in scope and terms, including financial terms (e.g., milestone payments and royalties), to the sublicense of the Licensed Technology hereunder to BMS with respect to the Licensed Products created under the BMS Collaboration Agreement such that BMS will retain the same rights as it had under such sublicense to Exploit such Licensed Products; and (ii) without limiting or conditioning CDI's obligations under clause (i), CDI and BMS may negotiate during the [***] day period commencing on such partial or complete termination regarding any terms of such direct license to be entered into between them that are proposed by the other such party and are not terms equivalent to those set forth in this Agreement as sublicensed to BMS hereunder."

Section 2.6(b) is amended by deleting such section in its entirety and inserting "(b) Reserved.".

In consideration of the foregoing amendments to the Reprogramming Agreement and the agreements in the section entitled "Other" of the Second Amendment, Section 4.1(c) of the Reprogramming Agreement shall be renumbered as Section 4.1(d) and the following shall be inserted as Section 4.1(c) in the Reprogramming Agreement as further amendments to the Reprogramming Agreement:

"(c) Century shall pay CDI the following:

(i) [***] percent ([***]%) of the $100 million total upfront payment received by Century under the BMS Collaboration Agreement, payable within [***] days after receipt of such upfront payment by Century, it being understood that a payment for issuance of Century's common stock is not considered an upfront payment;

(ii) [***] percent ([***]%) of all milestone payments received by Century under the BMS Collaboration Agreement, whether paid to Century by BMS or Sublicensee of BMS, that are specific to achievement of development or regulatory milestones specific to Japan, payable within [***] days after receipt of the applicable milestone payment by Century; and

(iii) [***] percent ([***]%) of all royalties received by Century under the BMS Collaboration Agreement for sales of Licensed Products in Japan (determined on the same basis, i.e., using the same definition of royalty-bearing sales and the same royalty rate subject to the same adjustments, as those that apply with respect to sales of Licensed Products elsewhere in the Territory and is most favorable to Century); payable within [***] days after receipt of such royalties by Century from BMS.

(iv) This Section 4.1(c), together with Section 4.2, shall survive the expiration or termination of this Agreement."

Further, Article 7 is amended by renumbering Section 7.6 as Section 7.7 and inserting as Section 7.6 the following: "7.6 Century represents and warrants to CDI that any agreement entered into by Century with BMS that purports to be the BMS Collaboration Agreement, as in effect from time to time, will not contain any term or condition inconsistent or in conflict with any of the terms and conditions of the BMS Collaboration Agreement as set forth in the definition thereof herein, and that BMS does not and will not require a sublicense nor does or will any of its sublicensees require a sub-sublicense under the WARF Patent Rights to create or manufacture Reprogrammed iPS Cells with respect to the activities of BMS and its sublicensees under the BMS Collaboration Agreement."

The Reprogramming Agreement is amended to include **Exhibit E** attached hereto.

Differentiation Agreement amendments:

Article 1 of the Differentiation Agreement is amended by:

(a) deleting the definition of "Territory" in its entirety and inserting the following: "1.53 "**Territory**" means worldwide, excluding Japan and any country(ies) eliminated from the Territory pursuant to Section 9.6; provided, however, that, with respect to the BMS Collaboration Agreement, "**Territory**" shall include Japan."; and

(b) inserting at the end of such Article the following: "1.60 **BMS Collaboration Agreement**" means an agreement that has an effective date on or after January 7, 2022 and before [***] under which (i) Century and BMS collaborate to develop one or more Licensed Products that are T cells or NK cells, with certain of such Licensed Products containing intellectual property of BMS, (ii) BMS has the exclusive worldwide rights to Exploit all of the Licensed Products, (iii) Century would and does grant sublicenses under and subject to the terms and conditions of the Reprogramming License (but not any sublicenses under the Excluded WARF Patent Rights as defined in the Reprogramming License), and this Agreement (but only to the extent needed to Exploit the Licensed Products created by Century), (iv) upon the expiration or any termination of this Agreement, any and all sublicenses under this Agreement terminate for the entire Territory (subject to the wind down procedures agreed upon as contemplated in Section 9.7(a) of this Agreement and FCDI's obligation under the letter amendment with Century dated January 7, 2022 (the "**Second Amendment**") to enter into with BMS a direct license of the rights licensed under this Agreement with respect to the Licensed Products created under the BMS Collaboration Agreement as provided in such letter amendment and (v) Century would not receive any portion of upfront payments made by Sublicensees of BMS."

All rights of and licenses to CDI under Sections 2.2(a), (b) and (c), Sections 2.3 and 2.4, Section 2.5(c) and (e), Section 2.7, Section 5.5 (with respect to patents other than the Licensed Patent Rights, including Patents under the BMS Collaboration Agreement, to the extent applicable), and Section 9.7(c) are waived with respect to the BMS Collaboration Agreement.

In consideration of the foregoing amendments to the Differentiation Agreement and the agreements in the section entitled "Other" of the Second Amendment, the following shall be included in Article 4 of the Differentiation Agreement as further amendments to the Differentiation Agreement:

"4.2 Certain Additional Consideration. Century shall pay CDI the following:

(a) [***] percent ([***]%) of the $100 million total upfront payment received by Century under the BMS Collaboration Agreement, payable within [***] days after receipt of such upfront payment by Century, it being understood that a payment for issuance of Century's common stock is not considered an upfront payment;

(b) [***] percent ([***]%) of all milestone payments received by Century under the BMS Collaboration Agreement, whether paid to Century by BMS or Sublicensee of BMS, that are specific to achievement of development or regulatory milestones specific to Japan, payable within [***] days after receipt of the applicable milestone payment by Century; and

(c) [***] percent ([***]%) of all royalties received by Century under the BMS Collaboration Agreement for sales of Licensed Products in Japan (determined on the same basis, i.e., using the same definition of royalty-bearing sales and the same royalty rate, as that applies with respect to sales of Licensed Products elsewhere in the Territory and is most favorable to Century); payable within [***] days after receipt of such royalties by Century from BMS.

(d) This Section 4.2 shall survive the expiration or termination of this Agreement.

4.3 Accounting; Payments.

(a) Century will submit the following accounting, together with each payment made pursuant to Section 4.2: (i) a copy of the operative provisions of the BMS Collaboration Agreement pursuant to which such payment is determined and/or payable to Century, certified as such by Century; and (ii) in the case of royalties owing to CDI under Section 4.2(c), [1] a calculation of the sales in accordance with the BMS Collaboration Agreement in Japan with respect to which royalties are due and owing to Century, as reported to Century under the BMS Collaboration Agreement and the royalties owing to and received by Century thereon; and [2] a statement of the royalties due to CDI as a result thereof. In the event no royalty payment is owed to CDI for a given calendar quarter following receipt by Century or one of its Sublicensees, as applicable, of the first Regulatory Approval with respect to a Licensed Product under the BMS Collaboration Agreement from the Regulatory Authority in Japan, a statement setting

forth that fact will be supplied by Century to CDI quarterly on or before the [***] day following the end of each calendar quarter ending on March 31, June 30, September 30 or December 31 with respect to such calendar quarter.

(b) Except as otherwise directed, all amounts owing to CDI under this Agreement will be paid in U.S. dollars. All payments due under this Agreement will be made without deduction for taxes, assessments, or other charges of any kind which may be imposed on CDI with respect to any amounts payable to CDI pursuant to this Agreement. All such taxes, assessments, or other charges will be assumed by Century or its Sublicensee(s) under the BMS Collaboration Agreement. If any deduction or withholding is required by law, Century shall pay to CDI such amount as will, after the deduction or withholding has been made, leave CDI with the same amount as it would have been entitled to receive without such deduction or withholding.

(c) The balance of each amount owing to CDI under Section 4.2 which remains unpaid more than [***] days after such payment is due to CDI will accrue interest until paid at the rate of the lesser of [***] percent ([***]%) per month or the maximum amount allowed under applicable law, computed for the actual number of days the payment was past due. However, in no event will this interest provision be construed as a grant of permission for any payment delays.

(d) This Section 4.3 shall survive the expiration or termination of this Agreement.

4.4 Recordkeeping.

(a) Century and its Sublicensee(s) under the BMS Collaboration Agreement will keep books and records sufficient to verify the accuracy and completeness of Century's, and its Sublicensee(s)'s accounting referred to above, including without limitation inventory, purchase and invoice records relating to any Licensed Products sold in Japan under the BMS Collaboration Agreement. All such books and records will be preserved for a period not less than [***] years after they are created during and after the Term of this Agreement.

(b) Century and its Sublicensee(s) under the BMS Collaboration Agreement will take all steps reasonably necessary so that CDI may, within [***] days of its request, review Century's and its Sublicensee(s)'s books and records to allow CDI to verify and the payments made by Century to CDI. Such review will be performed no more than [***] and by an attorney or registered CPA and scientific expert designated by CDI at CDI's expense upon reasonable notice and during regular business hours.

(c) If a royalty payment deficiency is determined, Century and its Sublicensee(s) under the BMS Collaboration Agreement, as applicable, will pay the royalty deficiency outstanding within [***] days of receiving written notice thereof, plus interest on outstanding amounts as described in Section 4.3(c). If a royalty payment deficiency for a Calendar Year exceeds the lesser of [***] percent ([***]%) of the royalties paid for that year or [***] dollars ($[***]), then Century or its Sublicensee(s) under the BMS Collaboration Agreement will be responsible for paying out-of-pocket expenses incurred with respect to such review by CDI.

(d) This Section 4.4 shall survive the expiration or termination of this Agreement."

Article 7 is amended by renumbering Section 7.6 as Section 7.7 and inserting as Section 7.6 the following: "7.6 Century represents and warrants to CDI that any agreement entered into by Century with BMS that purports to be the BMS Collaboration Agreement, as in effect from time to time, will not contain any term or condition inconsistent or in conflict with any of the terms and conditions of the BMS Collaboration Agreement as set forth in the definition thereof herein."

With respect to solely the BMS Collaboration Agreement, Section 9.7 shall be amended to include as Section 9.7(d) the following: "(d) In the event a partial or complete termination of this Agreement (other than any such termination by reason of an act or omission of BMS or any of its Sublicensees): (i) CDI will enter into a direct license with BMS that is equivalent in scope and terms, including financial terms (e.g., milestone payments and royalties), to the sublicense of the Licensed Technology hereunder to BMS with respect to the Licensed Products created under the BMS Collaboration Agreement such that BMS will retain the same rights as it had under such sublicense to Exploit such Licensed Products; and (ii) without limiting or conditioning CDI's obligations under clause (i), CDI and BMS may negotiate during the [***] day period commending on such partial or complete termination regarding any terms of such direct license to be entered into between them that are not terms equivalent to those set forth in this Agreement as sublicensed to BMS hereunder."

Other:

In addition to the foregoing amendments, CDI and Century agree as follows:

1) ;Century's diligence obligations under Section 3.2 of the Reprogramming Agreement and Section 3.2 of the Differentiation Agreement with respect to Licensed Products do not apply to the BMS Collaboration Agreement. Rather, Century's and BMS' diligence obligations will be satisfied by the performance of BMS under the BMS Collaboration Agreement. Further, CDI waives any right to receive Development Plans under the BMS Collaboration Agreement; and

2) CDI agrees that the Licensed Products developed and Exploited in accordance with the BMS Collaboration Agreement are distinct from the Products contemplated in the Manufacturing Agreement and, for the avoidance of doubt, waives any right under the Manufacturing Agreement to be the manufacturer of Licensed Products developed under the BMS Collaboration Agreement; provided that Century will introduce CDI to BMS for the purpose of allowing CDI to discuss its capabilities with respect to manufacturing the Licensed Products developed under the BMS Collaboration Agreement.

3) Century agrees that the BMS Collaboration Agreement will not reduce or otherwise modify the Activities contemplated in the Manufacturing Agreement or the rights of CDI under Article 8 of the Manufacturing Agreement with respect to the Products contemplated in the Manufacturing Agreement.

WARF Agreement. Notwithstanding that the BMS Collaboration Agreement will not grant rights under the Excluded WARF Patent Rights, Century shall remain obligated to make any applicable payments to CDI under Article 4 of the Reprogramming Agreement with respect to Licensed Products developed under the BMS Collaboration Agreement. This Letter Agreement does not, and is not intended to, amend, modify or supplement the terms of the Reprogramming Agreement with respect to WARF or the letter agreement among WARF, CDI and Century dated 2 July 2019, which remain in full force and effect.

Except as expressly amended by this Letter Agreement, all terms and conditions of the Reprogramming Agreement, the Differentiation Agreement and the Manufacturing Agreement, including previous amendments, shall remain unchanged. This Letter Agreement may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(signature page follows)

Very truly yours,

CENTURY THERAPEUTICS, INC.

By: /s/ Lalo Flores
Lalo Flores
Chief Executive Officer

ACCEPTANCE STATEMENT

The conditions of this Letter Agreement are accepted this 7th day of January 2022.

FUJIFILM CELLULAR DYNAMICS, INC.

By: /s/ Takeshi Yamamoto

Name: Takeshi Yamamoto

Title: President and Chief Executive Officer

Exhibit 10.31

EXECUTION VERSION

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and the registrant customarily and actually treats as private and confidential.

RESEARCH COLLABORATION AND LICENSE AGREEMENT

This Research Collaboration and License Agreement (this "Agreement"), is made and entered into as of January 7, 2022 (the "Effective Date"), by and between Bristol-Myers Squibb Company, a Delaware corporation having a place of business at 430 E. 29th Street, 14th Floor, New York, New York, 10016 ("BMS"), and Century Therapeutics, Inc., a Delaware corporation having a place of business at 3675 Market Street, Philadelphia, PA 19104 ("Century"). BMS and Century are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Century has proprietary technologies for the development of allogeneic cell therapies for treatment of human diseases;

WHEREAS, BMS is a biopharmaceutical company engaged in the research, development, manufacture and commercialization of human therapeutic products;

WHEREAS, BMS and Century desire to enter into a research collaboration to use Century's proprietary technologies to generate Development Candidates (as defined below), upon the terms and conditions set forth herein;

WHEREAS, BMS desires to obtain options to take exclusive licenses under certain of Century's intellectual property for the further research, development and commercialization of Licensed Development Candidates and Products (each as defined below), and Century desires to grant such a license, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1.
DEFINITIONS

Unless specifically set forth to the contrary herein, the following terms, whether used in the singular or plural, have the respective meanings set forth below.

1.1 "AAA" has the meaning set forth in Section 13.5.2(b).

1.2 "Acquirer" has the meaning set forth in Section 8.7.4.

1.3 "Acquirer Program" has the meaning set forth in Section 5.7.4.

1.4 "Acquisition Transaction" has the meaning set forth in Section 5.7.3.

1.5 "Additional Collaboration Program" has the meaning set forth in Section 3.5.

1.6 "Additional Collaboration Program Effective Date" means the date on which an Additional Collaboration Target is designated pursuant to Section 3.5.

1.7 "Additional Collaboration Target" means each Target that is selected by BMS as a Collaboration Target pursuant to Section 3.5 (the first Target so selected, the "First Additional Collaboration Target" and the second Target so selected, the "Second Additional Collaboration Target"). For clarity, Additional Collaboration Targets exclude the Initial Collaboration Targets.

1.8 "Additional Collaboration Target Fee" has the meaning set forth in Section 7.2.

1.9 "Additional Research Plan" has the meaning set forth in Section 4.1.1.

1.10 "Affiliate" means, with respect to a Party, any Person that controls, is controlled by, or is under common control with that Party, and regardless of whether such Affiliate is or becomes an Affiliate on or after the Effective Date. For the purpose of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or more than fifty percent (50%) of the voting equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or any other similar arrangement whereby a Person controls or has the right to control the board of directors or equivalent governing body of another Person or has the ability to cause the direction of the management or policies of such other Person.

1.11 "Agreement" has the meaning set forth in the preamble of this Agreement.

1.12 "Alliance Manager" has the meaning set forth in Section 2.4.4.

1.13 "AML Program" means the Collaboration Program for acute myeloid leukemia directed to the AML Target.

1.14 "AML Target" [***].

1.15 "Approval" means, with respect to a country or other jurisdiction in the Territory, the approvals (including Marketing Authorization Applications, supplements, amendments, variations, pre- and post-approvals, and pricing and reimbursement approvals), licenses, registrations or authorizations of any Regulatory Authority necessary to commercialize a Product in such country or other jurisdiction, including, where applicable, (a) pricing or reimbursement approval in such country or other jurisdiction, (b) pre- and post-approval marketing authorizations (including any prerequisite manufacturing approval or authorization related thereto), and (c) approval of product labeling.

1.16 "Audit Team" has the meaning set forth in Section 7.10.1.

1.17 "Bankrupt Party" has the meaning set forth in Section 5.8.1.

1.18 "Bayer" means Bayer HealthCare LLC, a Delaware limited liability company.

1.19 "Bayer Agreement" means that certain Amended and Restated Option Agreement, dated as of February 25, 2021, by and between Century and Bayer.

1.20 "Binder" means any molecule, compound, or biological material, including any antibody or other targeting moiety, or any fragment, derivative or variant of any of the foregoing (including the corresponding expression construct, nucleic acid, peptide, or cell line), in each case that is capable of binding to a Collaboration Target.

1.21 "Biosimilar Product" means, on a country-by-country basis, a biologic product (a) whose licensing, approval or marketing authorization relies in whole or in part on (i) a prior Approval granted to any Product or (ii) any data generated in support of a prior Approval granted to any Product or (b) that is determined by the applicable Regulatory Authority in or for a country to be biosimilar to or interchangeable with a Product, including as set forth at 42 USC §262(k)(4) in the United States or other equivalent Law.

1.22 "BLA" means a Biologics License Application (as defined by the FDA) or its foreign equivalent (or any successor application having substantially the same function), e.g., MAAs.

1.23 "BMS" has the meaning set forth in the preamble of this Agreement.

1.24 "BMS Background Know-How" means all Know-How Controlled by BMS or any of its Affiliates that is or was discovered, developed, made, generated or invented outside of the performance of the Collaboration Programs.

1.25 "BMS Background Patents" means each Patent Controlled by BMS or any of its Affiliates that claims inventions first conceived outside of the performance of the Collaboration Programs.

1.26 "BMS Indemnitees" has the meaning set forth in Section 12.2.

1.27 "Breaching Party" has the meaning set forth in Section 11.3.1.

1.28 "Business Day" means any day other than (a) a Saturday, (b) a Sunday or (c) any day on which banks in the State of New York are permitted or required to close by Law.

1.29 "Calendar Quarter" means the respective periods of three consecutive calendar months ending on March 31, June 30, September 30 and December 31; provided, however, that the first Calendar Quarter of the Term shall begin on the Effective Date and end on the last day of the then-current Calendar Quarter and the last Calendar Quarter of the Term shall begin on the first day of such Calendar Quarter and end on the last day of the Term.

1.30 "Calendar Year" means a successive period of twelve (12) calendar months commencing on January 1 and ending on December 31; provided, however, that the first Calendar Year of the Term shall begin on the Effective Date and end on December 31 of the then-current Calendar Year and the last Calendar Year of the Term shall begin on the first day of such Calendar Year and end on the last day of the Term.

1.31 "Cell Bank" means, with respect to a Collaboration Program, the various master, working and other cell banks that comprise a Development Candidate developed by or on behalf of Century in connection with such Collaboration Program.

1.32 "Century" has the meaning set forth in the preamble of this Agreement.

1.33 "Century Collaboration IP Agreement" has the meaning set forth in Section 9.8.2.

1.34 "Century General Collaboration Know-How" means all Collaboration Know-How discovered, developed, made, generated or invented solely by Century, other than Collaboration Know-How related to Century Platform Technology, that is (a) not specific to one (1) or more Licensed Development Candidates, Products or Collaboration Targets and (b) necessary or reasonably useful for the conduct of a Collaboration Program or the Exploitation of Development Candidates, Licensed Development Candidates or Products in the Field.

1.35 "Century General Collaboration IP" means the Century General Collaboration Know-How and Century General Collaboration Patents.

1.36 "Century General Collaboration Patent" means each Collaboration Patent that claims Century General Collaboration Know-How.

1.37 "Century Indemnitees" has the meaning set forth in Section 12.1.

1.38 "Century Know-How" means all Know-How that is Controlled by Century or any of its Affiliates during the Term and that is necessary or reasonably useful for the conduct of a Collaboration Program or the Exploitation of Development Candidates, Licensed Development Candidates or Products in the Field, including Century and its Affiliates' right, title and interest in any Collaboration Know-How.

1.39 "Century Other Collaboration Agreement" has the meaning set forth in Section 9.8.4.

1.40 "Century Patent" means each Patent that is Controlled by Century or any of its Affiliates during the Term and that (a) claims a Collaboration Target, Development Candidate, Licensed Development Candidate or Product or the Exploitation of any of the foregoing (including in each case its composition, formulation, combination, product by process, or method of use, manufacture, preparation or administration), or (b) otherwise claims inventions that are necessary or reasonably useful for the conduct of a Collaboration Program or the Exploitation of Development Candidates, Licensed Development Candidates or Products in the Field, including Century and its Affiliates' right, title and interest in any Century General Collaboration Patent and Patents claiming Century Platform Technology Collaboration IP.

1.41 "Century Platform Agreement" has the meaning set forth in Section 9.8.1.

1.42 "Century Platform Patent" means any Century Patent that claims solely the Century Platform Technology.

1.43 "Century Platform Technology" means the proprietary platform technology of Century that comprises iPSC derived hematopoietic progenitor cells having the Allo-Evasion™ and other genetic edits described on Schedule 1.43, and the method for producing such cells, as more particularly described on Schedule 1.43. For clarity and for purposes of this Agreement, any additional genetic edits beyond those listed in Schedule 1.43, the Century General Collaboration

IP and the Century Platform Technology Collaboration IP shall not be considered Century Platform Technology.

1.44 "Century Platform Technology Collaboration IP" means any Collaboration IP to the extent that it solely constitutes an improvement to the Century Platform Technology, but expressly excluding any Collaboration IP that is specific to a particular Collaboration Target, Licensed Development Candidate or Product, or the Exploitation of any of the foregoing (including in each case thereof the composition, formulation, combination, product by process, or method of use, manufacture, preparation or administration).

1.45 "Century-Provided Candidate(s)" has the meaning set forth in Section 1.134.

1.46 "Century Third Party Agreements" means (a) the Existing License Agreements and (b) the Century Platform Agreements.

1.47 "Century Work Plan" means, with respect to a Collaboration Program, the written plan that includes, at a minimum, the information and activities set forth on Schedule 1.47, and sets forth in reasonable detail the specific IND-Enabling Studies and other work to be conducted by Century with respect to each Licensed Development Candidate for such Collaboration Program to support the filing of an IND with the FDA sufficient to achieve IND Acceptance to conduct human clinical trials for such Licensed Development Candidate in the Indications proposed by BMS (or its designee) in the United States, including a budget therefor, as each may be amended from time to time in accordance with this Agreement.

1.48 "Change of Control" means, with respect to a Party, any of the following, in a single transaction or a series of related transactions: (a) the sale or disposition of all or substantially all of the assets of such Party to a Third Party, (b) the direct or indirect acquisition by a Third Party of beneficial ownership of fifty percent (50%) or more of the then-outstanding common shares or voting power of such Party or any direct or indirect entity which holds, directly or indirectly, beneficial ownership of fifty percent (50%) or more of the then-outstanding common shares or voting power of such Party (a "Parent Entity"), or (c) the merger or consolidation of such Party or any Parent Entity with or into a Third Party, unless, following such merger or consolidation, the stockholders of such Party or Parent Entity, as applicable, immediately prior to such merger or consolidation beneficially own directly or indirectly more than fifty percent (50%) of the then-outstanding common shares or voting power of the entity resulting from such merger or consolidation.

1.49 "Claims" means any and all suits, claims, actions, proceedings or demands brought by a Third Party.

1.50 "Clinical Trial" means a human clinical trial of a Product, including a Phase 1 Trial, Phase 2 Trial or Phase 3 Trial.

1.51 "Co-Promotion Agreement" has the meaning set forth in Section 6.3.2.

1.52 "Co-Promote Option" has the meaning set forth in Section 6.3.1.

1.53 "Co-Promote Opt-in Deadline" has the meaning set forth in Section 6.3.1.

1.54 "Co-Promotion Option Notice" has the meaning set forth in Section 6.3.1.

1.55 "Co-Promotion Product" means, in the case that Century exercises its Co-Promote Option with respect to the AML Program, Products directed to the AML Target, and in the case that Century exercises its Co-Promote Option with respect to the Collaboration Program for the Second Additional Collaboration Target, Products directed to the Second Additional Collaboration Target.

1.56 "Collaboration IP" means the Collaboration Know-How and Collaboration Patents.

1.57 "Collaboration Know-How" means any and all Know-How that is discovered, developed, made, generated or invented by or on behalf of either Party or any of their Affiliates or both Parties or any of their Affiliates in the performance of any Collaboration Program during the Research Term.

1.58 "Collaboration Patents" means any and all Patents that claim Collaboration Know-How.

1.59 "Collaboration Program" has the meaning set forth in Section 4.1.1.

1.60 "Collaboration Target" means (a) each Initial Collaboration Target, including Derivatives thereof, (b) each Additional Collaboration Target, including Derivatives thereof and (c) if the JSC agrees in writing to substitute any then-existing Collaboration Target with a Substitute Target as set forth in Section 3.6, such Substitute Target, including Derivatives of such Substitute Target. For the avoidance of doubt, each Collaboration Target consisting of two or more Targets shall be treated collectively as one Collaboration Target for purposes of determining whether the limit on the number of Collaboration Targets in Section 3.1 and Section 3.6 has been reached.

1.61 "Collaboration Target Agreement" has the meaning set forth in Section 9.8.2.

1.62 "Collaboration Target Exclusivity Period" has the meaning set forth in Section 5.7.2.

1.63 "Combination Product" means (a) a product that contains at least one Licensed Development Candidate and at least one additional therapeutically active ingredient that is not a Licensed Development Candidate; or (b) a product consisting of one or more separate drugs, devices, tests, kits or biological products and sold together with a Product in a single package or as a unit at a single price.

1.64 "Commercially Reasonable Efforts" means, [***].

1.65 "Committee" has the meaning set forth in Section 2.2.1.

1.66 "Confidential Information" has the meaning set forth in Section 8.1.

1.67 "Controlled" means with respect to any Know-How, Patent, Material or other tangible or intangible intellectual property, the possession of (whether by ownership or license,

other than licenses granted pursuant to this Agreement) or the ability of a Party (or any of its Affiliates) to grant to the other Party access to, ownership of, or a license or sublicense under, such Know-How, Patent, Material or other intellectual property, in each case as provided under this Agreement and without violating the terms of any agreement or other arrangement with any Third Party at the time such Party would be required hereunder to grant the other Party such access, ownership, license or sublicense.

1.68 "Covers" means, with respect to a Patent and a Licensed Development Candidate contained in a given Product, that the making, use, sale, offer for sale or importation of such Licensed Development Candidate would infringe a Valid Claim of such Patent that claims the composition of matter of the Licensed Development Candidate in the country of sale, but for the ownership of such Patent or licenses granted in this Agreement.

1.69 "Damages" means all damages, losses, liabilities, penalties, fines and costs (including reasonable legal expenses, costs of litigation and reasonable attorney's fees) payable to a Third Party as a result of a Claim; provided, however, that, notwithstanding the foregoing, Damages include, if any, the reasonable legal expenses, costs of litigation and reasonable attorney's fees incurred by a Party as a result of a Claim.

1.70 "Data Package" means, with respect to a given Collaboration Program, a data package that includes each of the following: (a) a detailed analysis of the data related to the applicable Collaboration Target and all Development Candidates (whether or not meeting the Development Candidate Criteria) directed to such Collaboration Target, (b) all data generated with respect to such Collaboration Target and Development Candidates, (c) such other information as may be required to be included in the Data Package as set forth in the applicable Research Plan, including, in all cases, the details of the Cell Bank and the Development Candidates directed to such Collaboration Target, (d) a list of any exceptions to any of Century's representations or warranties set forth in Section 10.4 that Century would need to include if BMS exercises its License Opt-In with respect to such Collaboration Program ("Updated Disclosure Schedule"), (e) a list of Century Patents with respect to such Development Candidates, (f) a list of all license agreements under which a sublicense would be granted to BMS upon exercise of the License Opt-In, (g) a list of any funding provided by any governmental entity or non-profit entity used in the development of such Development Candidates, and (h) such other information regarding such Collaboration Target or Development Candidates necessary or reasonably useful in determining whether the Development Candidate Criteria has been met as BMS may reasonably request and that is in Century's (or its Affiliate's) possession or control.

1.71 "Derivative" means, with respect to a Target, all fragments, complexes, variants or post-translationally modified and mutated forms of such Target.

1.72 "Determination Criteria" has the meaning set forth in Section 11.6.

1.73 "Designation Term" means the period beginning on the Effective Date and expiring on [***].

1.74 "Development Candidate" means, with respect to a Collaboration Program, any and all Engineered iPSC Derived T-Cells or Engineered iPSC Derived NK-Cells Directed to the

applicable Collaboration Target that are generated by or on behalf of Century or its Affiliates during the Research Term.

1.75 "Development Candidate Criteria" has the meaning set forth in Section 4.6.1.

1.76 "Development Cessation Date" means, with respect to a Collaboration Target, the date as of which BMS and its Affiliates have permanently ceased development of all Development Candidates, Licensed Development Candidates and Products Directed to such Collaboration Target, including any and all activities related to generation, characterization, optimization, construction, expression, use and production, testing and qualification, IND-enabling studies, biodistribution and transduction studies and tissue distribution across species, translational studies, toxicology and tolerability studies, additional pharmacology (efficacy) studies, statistical analysis and report writing, Clinical Trials, post-marketing studies and all other activities necessary to conduct IND-enabling studies or seek, obtain, maintain or expand Approval (including for additional indications or patient populations) for a Product Directed to such Collaboration Target.

1.77 "Directed to" means, with respect to a Reserved Target or Collaboration Target and any compound, product or agent, [***].

1.78 "Dispute" has the meaning set forth in Section 13.5.1.

1.79 "Distracting Product" has the meaning set forth in Section 5.7.3.

1.80 "Documented Lineage" means, with respect to each Development Candidate, that traceability back to the donor cell line for such Development Candidate is fully documented by Century in writing in accordance with its record retention policy and, as applicable, GMP, GLP, GCP and all Law, and demonstrates that such Development Candidate was fully derived from biological materials Controlled by Century.

1.81 "Dollar" "dollar" or "$" means the legal tender of the United States.

1.82 "Economic Adjustment" has the meaning set forth in Schedule 11.6.

1.83 "Effective Date" has the meaning set forth in the preamble of this Agreement.

1.84 "EMA" means the European Medicines Agency, or any successor thereof performing substantially the same functions.

1.85 "Engineered iPSC Derived NK-Cell" means an engineered NK-cell that is derived from an induced pluripotent stem cell ("iPSC").

1.86 "Engineered iPSC Derived T-Cell" means an engineered T-cell that is derived from an iPSC.

1.87 "Entity" means a partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization.

1.88 "EU" means the European Union, as its membership may be altered from time to time, and any successor thereto.

1.89 "Excluded Claim" has the meaning set forth in Section 13.5.2(h).

1.90 "Excluded Target" has the meaning set forth in Section 3.3.

1.91 "Exclusions Lists" has the meaning set forth in Section 1.208.

1.92 "Existing License Agreements" means any agreements to which Century or its Affiliate is a party as of the Effective Date under which BMS is or may be granted a sublicense or other rights hereunder.

1.93 "Exploit" or "Exploitation" means to make, have made, import, export, use, have used, sell, have sold, or offer for sale, including to research, develop, commercialize, register, modify, enhance, improve, manufacture, have manufactured, hold, or keep (whether for disposal or otherwise), or otherwise dispose of.

1.94 "Ex-US Product Specific Patent" means, with respect to a Collaboration Program, each Product Specific Collaboration Patent that claims a Licensed Development Candidate or a Product from such Collaboration Program or any invention that relates specifically to a Licensed Development Candidate or a Product from such Collaboration Program (including inventions that relate specifically to a composition, formulation, combination, product by process, or method of use, manufacture, preparation or administration of a Licensed Development Candidate or Product from such Collaboration Program) that is issued or pending in any country or region other than the U.S., in each case, other than Century Platform Patents and Jointly-Owned Other Collaboration Patents.

1.95 "FCDI" means Fujifilm Cellular Dynamics Inc., a Wisconsin corporation.

1.96 "FCDI Agreements" means each of the Existing License Agreements by and between Century and FCDI, dated September 18, 2018, as amended.

1.97 "FDA" means the United States Food and Drug Administration, or any successor entity thereof performing substantially the same functions.

1.98 "Field" means all human and non-human diagnostic, prophylactic and therapeutic uses.

1.99 "Final Offer" has the meaning set forth in Schedule 11.6.

1.100 "First Additional Collaboration Target" has the meaning set forth in Section 1.7.

1.101 "First Commercial Sale" means, with respect to a Product and (a) the U.S., the first sale for monetary value for use or consumption by the end user of such Product in the U.S. after the FDA approves the BLA for such Product and (b) each country other than the U.S., the first sale for monetary value for use or consumption by the end user of such Product in such country after all Approvals for such Product have been obtained in such country.

1.102 "Force Majeure" has the meaning set forth in Section 13.1.

1.103 "FTE" means the equivalent of the work of one appropriately qualified individual working on a full-time basis for one (1) Calendar Year consisting of a total of [***] hours per Calendar Year. No additional payment shall be made with respect to any person who works more than [***] hours per Calendar Year and any person who devotes less than [***] hours per Calendar Year (or such other number as may be agreed by the JSC) shall be treated as an FTE on a pro rata basis based upon the actual number of hours worked on the applicable Collaboration Program divided by [***]. FTE efforts shall not include the work of general corporate or administrative personnel. For clarity, Century's FTE's work may be carried out by one or more employees of Century as part of a Collaboration Program.

1.104 "FTE Costs" means, with respect to Century and an activity for any period, the applicable FTE Rate multiplied by the applicable number of FTEs of Century performing such activity during such period.

1.105 "FTE Rate" means [***].

1.106 "GAAP" means U.S. generally accepted accounting principles, consistently applied.

1.107 "GCP" or "Good Clinical Practices" means the applicable then-current ethical and scientific quality standards for designing, conducting, recording, and reporting trials that involve the participation of human subjects as are required by applicable Regulatory Authorities or Law in the relevant jurisdiction, including in the U.S., Good Clinical Practices established through FDA guidances, and, outside the U.S., Guidelines for Good Clinical Practice – ICH Harmonized Tripartite Guideline (ICH E6).

1.108 "German Exemption Certificate" has the meaning set forth in Section 7.11.3.

1.109 "GLP" or "Good Laboratory Practices" means the applicable then-current good laboratory practice standards as are required by applicable Regulatory Authorities or Law in the relevant jurisdiction, including in the U.S., those promulgated or endorsed by the FDA in U.S. 21 C.F.R. Part 58, or the equivalent thereof as promulgated or endorsed by the applicable Regulatory Authorities outside of the U.S.

1.110 "GMP" or "Good Manufacturing Practices" means the applicable then-current standards relating to manufacturing practices for fine chemicals, intermediates, bulk products and/or finished pharmaceutical products, as are required by applicable Regulatory Authorities or Law in the relevant jurisdiction, including, as applicable, (a) all applicable requirements detailed in the FDA's current Good Manufacturing Practices regulations, U.S. 21 C.F.R. Parts 210 and 211, (b) all applicable requirements detailed in the EMA's "The Rules Governing Medicinal Products

in the European Community, Volume IV, Good Manufacturing Practice for Medicinal Products", and (c) all Laws promulgated by any Regulatory Authority having jurisdiction over the manufacture of the applicable compound or pharmaceutical product, as applicable.

1.111 "Included FTE Costs and Expenses" means the sum of (a) all costs and expenses for the employee performing any reimbursable activities hereunder, including salaries, wages, bonuses, commissions, benefits, profit sharing, stock option grants, FICA costs and other similar costs, travel, meals and entertainment, training, recruiting, relocation, operating supplies, and equipment and other disposable goods to the extent required for the performance of the applicable activities other than laboratory supplies and consumables, (b) a pro rata allocation of equipment maintenance costs, utilities, general, administrative and facilities expenses, including allocated building operating costs and depreciation and repairs and maintenance and (c) other overhead, including costs and expense for information technology, human resources, finance and legal, in any case ((a), (b) or (c)), whether internal costs and expenses or amounts paid to Third Parties and allocated in accordance with such Party's customary allocation methodology consistently applied across its product portfolio.

1.112 "IND" means (a) any investigational new drug application filed with the FDA for authorization to commence Clinical Trials and its equivalent in other countries or regulatory jurisdictions and (b) all supplements and amendments that may be filed with respect to the foregoing.

1.113 "IND Acceptance" means the earlier of (a) the day following the last day on which the applicable Regulatory Authority may object to an IND submission, provided that no objection to such IND submission has been made and no clinical hold is then in place for any Clinical Trials pursuant to such IND and (b) the day on which the applicable Regulatory Authority affirmatively accepts an IND submission and notifies the applicable Party it may proceed with Clinical Trials pursuant to such IND. For example, in the United States, if the FDA does not make any objection within 30 calendar days from the IND submission, then IND Acceptance of such IND would occur 31 calendar days from the date of the IND submission. For clarity, if the FDA objects to an IND submission within such 30-day period, then IND Acceptance of such IND shall occur only after such objection is overcome and the FDA notifies the applicable Party that it may proceed with Clinical Trials pursuant to such IND.

1.114 "IND-Enabling Studies" means, with respect to a particular Licensed Development Candidate, all development activities required (including the compilation of data resulting therefrom (including applicable chemistry, manufacturing and controls (CMC) data) in a form suitable) to support the filing of an IND with the FDA sufficient to achieve IND Acceptance to conduct human clinical trials for such Licensed Development Candidate in the Indications proposed by BMS (or its designee) in the United States.

1.115 "Indemnified Party" has the meaning set forth in Section 12.3.

1.116 "Indemnifying Party" has the meaning set forth in Section 12.3.

1.117 "Indication" means, with respect to a Target, the indication for which Development Candidates, Licensed Development Candidates or Products Directed to such Target will be

developed, commercialized or otherwise Exploited as set forth on the Reserved List or in the target product profile within the Research Plan for such Target, as applicable, and, in particular, [***].

1.118 "Initial Collaboration Programs" means each of the Collaboration Programs directed towards the Initial Collaboration Targets.

1.119 "Initial Collaboration Targets" means each of the AML Target and the MM Target.

1.120 "Initial Research Plan" has the meaning set forth in Section 4.1.1.

1.121 "Initiation" means with respect to a Clinical Trial, the administration of the first dose of the relevant Product to the first human subject in such Clinical Trial.

1.122 "iPSC" has the meaning set forth in Section 1.85.

1.123 "IP Working Group" has the meaning set forth in Section 2.4.2.

1.124 "[***] Agreement" means the Existing License Agreement between Century and [***] dated [***].

1.125 "JMC" has the meaning set forth in Section 2.2.1.

1.126 "Jointly-Owned Other Collaboration Patent" has the meaning set forth in Section 9.3.4.

1.127 "JSC" has the meaning set forth in Section 2.1.1.

1.128 "Knowledge" means, [***].

1.129 "Know-How" means any tangible and intangible information, data, results (including pharmacological, research and development data, reports and batch records), and materials, discoveries, improvements, compositions of matter, cell lines, assays, sequences, processes, methods, knowledge, protocols, formulas, utility, formulations, inventions (whether patentable or not), strategy, know-how and trade secrets, and all other scientific, pre-clinical, clinical, regulatory, manufacturing, marketing, financial and commercial information or data, in each case that either Party has treated as confidential or proprietary information and that is not generally known by the public.

1.130 "Law" means any applicable federal, state, local, foreign or multinational law, statute, ordinance, code, rule, regulation, resolution, or order of any government authority in the Territory, or any similar provision having the force or effect of law.

1.131 "License Opt-In" has the meaning set forth in Section 5.1.

1.132 "License Opt-In Exercise Fee" has the meaning set forth in Section 7.3.

1.133 "License Opt-In Period" means, on a Collaboration Program-by-Collaboration Program basis, the period commencing on the Effective Date or the Additional Collaboration Program Effective Date, as applicable, and ending [***] after the date on which BMS successfully

validates that the applicable Development Candidate has met the Development Candidate Criteria for such Collaboration Program.

1.134 "Licensed Development Candidate(s)" means, with respect to a Collaboration Program with respect to which BMS has exercised its License Opt-In, (a) each Development Candidate(s) Directed to the applicable Collaboration Target [***] (collectively, "Century-Provided Candidate(s)"), (b) any other Development Candidates Directed to the applicable

Collaboration Target developed by Century as part of the Collaboration Program and (c) any other Engineered iPSC Derived T-Cell or Engineered iPSC Derived NK-Cell that is a derivative or other modification of any of the Development Candidates described in clauses (a) or (b).

1.135 "Licensed IP" means the Century Patents and Century Know-How.

1.136 "Major Markets" means the [***].

1.137 "Manufacturing Cost" has the meaning set forth in Schedule 1.137.

1.138 "Manufacturing Process" means with respect to a Collaboration Program, the then-current process for the manufacture of the Licensed Development Candidates and Product(s) for such Collaboration Program.

1.139 "Manufacturing Technology Transfer" has the meaning set forth in Section 5.3.2.

1.140 "MAA" or "Marketing Authorization Application" means a Biologics License Application (as defined by the FDA) (or any successor application having substantially the same function), or any corresponding foreign application in the Territory, including, with respect to the EU, a Marketing Authorization Application filed with the EMA pursuant to the centralized approval procedure or with the applicable Regulatory Authority of a country in Europe with respect to the mutual recognition or any other national approval procedure.

1.141 "Materials" means any proprietary compounds, cell lines, animals, biological materials, research tools, or other tangible materials (including any such materials that constitute or are directly related to a Collaboration Target) that are Controlled by a Party or its Affiliates and that are used in connection with the performance of a Research Plan or any Century Work Plan under this Agreement.

1.142 "Minimum Viable Process Transfer" has the meaning set forth in Section 5.3.1.

1.143 "MM Program" means the Collaboration Program for multiple myeloma directed to the MM Target.

1.144 "MM Target" means [***].

1.145 "Multiple Product Specific Collaboration Patent" has the meaning set forth in Section 5.2.

1.146 "Net Sales" means the actual gross amount (less any inventory management fees) invoiced by BMS, or its Affiliate or Sublicensee, for sales or other commercial disposition of a

Product, in an arms-length transaction to a Third Party purchaser (including distributors), less the following deductions to the extent reasonably allocable to such sales:

(a) [***];

(b) [***];

(c) [***];

(d) [***];

(e) [***] and

(f) [***].

1.147 "Non-Breaching Party" has the meaning set forth in Section 11.3.1.

1.148 "Notice Period" has the meaning set forth in Section 11.3.1.

1.149 "Other Century Collaboration IP Agreement" has the meaning set forth in Section 9.8.2.

1.150 "Other Collaboration Agreement" has the meaning set forth in Section 9.8.4.

1.151 "Other Platform Agreement" has the meaning set forth in Section 9.8.1.

1.152 "Out-of-Pocket Costs" means costs and expenses paid to Third Parties (or payable to Third Parties and accrued in accordance with GAAP) by a Party (or its Affiliate) directly incurred in the conduct of any applicable activities under this Agreement, including costs for labor supplies and consumables and costs of independent contractors engaged as permitted under this Agreement; provided that Out-of-Pocket Costs shall not include costs for general overhead, postage, communications, photocopying, printing or internet expense, professional dues, operating supplies, printers, photocopiers, fax machines or other office equipment, laboratory equipment, computers or computer service charges or any other costs that are subsumed within the definition of Included FTE Costs and Expenses.

1.153 [***].

1.154 "Parent Entity" has the meaning set forth in Section 1.48.

1.155 "Party" or "Parties" has the meaning set forth in the preamble of this Agreement.

1.156 "Patent" means (a) all patents and patent applications, including provisional patent applications; (b) all patent applications filed from or claiming priority to such patents or patent applications, including divisionals, continuations, continuations-in-part, converted provisionals and continued prosecution applications; (c) all patent applications claiming priority to the same application as the foregoing patents and patent applications in (a) or (b); (d) all patents that have issued or in the future issue from the foregoing patent applications in (a), (b) and (c), including utility models, petty patents and design patents and certificates of invention; (e) all extensions or

restorations by existing or future extension or restoration mechanisms, including adjustments, revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications in (a), (b), (c) and (d); and (f) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patents of addition to any of such foregoing patent applications and patents.

1.157 "Permitted BMS Purposes" has the meaning set forth in Section 4.6.4(a).

1.158 "Permitted Century Purposes" has the meaning, with respect to any particular Transferred BMS Material, set forth in the applicable Research Plan or Century Work Plan.

1.159 "Person" means any individual, unincorporated organization or association, governmental authority or agency, Entity or other entity not specifically listed herein.

1.160 "Personal Data" has the meaning set forth in Section 4.7.3.

1.161 "Phase 1 Trial" means a human clinical trial of a Product in any country that satisfies the requirements of 21 C.F.R. § 312.21(a), or its foreign equivalent.

1.162 "Phase 2 Trial" means a human clinical trial of a Product in any country that satisfies the requirements of 21 C.F.R. § 312.21(b). For clarity, a trial called a Phase 1/2 or Phase 1b/2 trial shall be considered a Phase 2 trial if it satisfies the requirements of 21 C.F.R. § 312.21(b).

1.163 "Phase 3 Trial" means a human clinical trial of a Product in any country that satisfies the requirements of 21 C.F.R. § 312.21(c). For clarity, a trial called a Phase 2/3 trial shall be considered a Phase 3 trial if it satisfies the requirements of 21 C.F.R. § 312.21(c).

1.164 "Pivotal Clinical Trial" means a Clinical Trial for the Product that is intended by BMS (as of the time the Clinical Trial is initiated) to obtain the results and data sufficient to support the submission and filing of a BLA in the United States (and equivalent applications in other regions) and identified by BMS as a pivotal registration study in its development plans.

1.165 "Pre-Existing CDA" has the meaning set forth in Section 13.6.

1.166 "Product" means any product constituting or containing a Licensed Development Candidate (alone or with one or more other active ingredients, small molecules, biologics or combinations thereof), in all forms, presentations, formulations, strengths, line extensions, package configurations and dosage forms and modes of delivery.

1.167 "Product Infringement" has the meaning set forth in Section 9.4.1.

1.168 "Product Specific Collaboration Patent" has the meaning set forth in Section 9.3.1.

1.169 "Program Budget" has the meaning set forth in Section 4.1.1.

1.170 "Proof of Concept" means, with respect to Product(s) from a Collaboration Program, that of all of the following criteria (clauses (a)-(c)) have been met: (a) demonstration of

(i) safety and (ii) either (A) a significant beneficial activity on a recognized surrogate marker of the activity of a disease or medical condition or (B) a direct effect on a physiologically relevant clinical measure of a disease or medical condition that enables further Phase 2 Trial-related or later clinical development in a representative patient population for the disease or medical condition,- (b) satisfaction of the requirements for such Product(s) from such Collaboration Program to achieve proof of concept set forth on Schedule 1.170 for each Initial Collaboration Program or established pursuant to Section 4.1.1 for each Additional Collaboration Program (the "Additional

POC Criteria"), and (c) the achievement of any additional proof of concept criteria set forth in the Research Plan for such Collaboration Program.

1.171 "Prosecution" has the meaning set forth in Section 9.3.1.

1.172 "Publication" has the meaning set forth in Section 8.6.1.

1.173 "Receiving Party" has the meaning set forth in Section 8.1.

1.174 "Regulatory Authority" means, with respect to a particular country, extra-national territory, province, state, or other regulatory jurisdiction, any applicable supra-national, federal, national, regional, state, provincial or local governmental or regulatory authority, agency, department, bureau, commission, council or other entities (e.g., the FDA and EMA) regulating or otherwise exercising authority with respect to the Exploitation of any Licensed Development Candidate or Product in the Territory.

1.175 "Reimbursable Work Plan Expenses" has the meaning set forth in Section 6.2.2.

1.176 "Research Plan" has the meaning set forth in Section 4.1.1.

1.177 "Research Term" means the period starting as of the Effective Date and ending on the later of (a) the fifth (5th) anniversary of the Effective Date and (b) the later of completion of all Research Plans and expiration of the last License Opt-In Period.

1.178 "Reserved List" has the meaning set forth in Section 3.2.

1.179 "Reserved Target" has the meaning set forth in Section 3.2.

1.180 "Reverted Product" has the meaning set forth in Section 11.5.1(d).

1.181 "Royalty Term" has the meaning set forth in Section 7.6.2.

1.182 "Second Additional Collaboration Target" has the meaning set forth in Section 1.7.

1.183 "Segregated Technology" has the meaning set forth in Section 8.7.2.

1.184 "Settlement Sublicensee" has the meaning set forth in Section 1.187.

1.185 "Subject Information" has the meaning set forth in Section 8.7.2.

1.186 "Subject Personnel" has the meaning set forth in Section 8.7.2.

1.187 "Sublicensee" means a Person, other than an Affiliate or a distributor, that is granted a sublicense (or further right of reference) by BMS or its Affiliate under the grants in Section 5.4.1 or Section 5.4.2, as provided in Section 5.4.3, except for any Third Party to which BMS grants a sublicense (a) to settle or avoid litigation related to (i) the alleged infringement by a Licensed Development Candidate or Product or the Exploitation thereof of any Patents or other intellectual property of a Third Party or (ii) the alleged non-infringement, invalidity or unenforceability of any Patents claiming a Licensed Development Candidate or Product or

Exploitation thereof (any such Third Party described in clause (i) or (ii), a "Settlement Sublicensee") or (b) in connection with the manufacture or the administration of a Product; provided that any payments received from a Settlement Sublicensee as consideration for the sublicense will be shared as provided in Section 9.4.5. For clarity, Century and its Affiliates are not Sublicensees of BMS.

1.188 "Substitute Development Activities" has the meaning set forth in Section 3.6.1(b).

1.189 "Substitute Program" has the meaning set forth in Section 3.6.2.

1.190 "Substitute Target" has the meaning set forth in Section 3.6.1(a).

1.191 "Target" means a protein or polypeptide, in each case that can potentially be recognized by T-cell receptors or NK-cell receptors and chimeric antigen receptors expressed on T-cells or NK-cells.

1.192 "Technology Transfer Fee" has the meaning set forth in Section 7.4.

1.193 "Term" has the meaning set forth in Section 11.1.

1.194 "Terminated Program" means a Collaboration Program for which (a) BMS terminated its rights pursuant to Section 11.2, or (b) this Agreement was terminated pursuant to Section 11.3.

1.195 "Termination Notice" has the meaning set forth in Section 11.3.1.

1.196 "Territory" means all countries and territories in the world.

1.197 "Third Party" means any Person other than BMS, Century and their respective Affiliates.

1.198 "Third Party Gatekeeper" has the meaning set forth in Section 3.4.

1.199 "Third Party Infringement Claim" has the meaning set forth in Section 9.5.

1.200 "Title 11" has the meaning set forth in Section 5.8.1.

1.201 "Transferred BMS Materials" has the meaning set forth in Section 4.1.1.

1.202 "Transferred Century Materials" has the meaning set forth in Section 4.6.4(a).

1.203 "Updated Disclosure Schedule" has the meaning set forth in Section 1.70.

1.204 "U.S." or "United States" means the United States of America and all of its territories and possessions.

1.205 "Valid Claim" means (a) a claim of any issued and unexpired Century Patent (but excluding patent applications) whose validity, enforceability, or patentability has not been affected by any of the following: (i) irretrievable lapse, abandonment, revocation, dedication to the public, or disclaimer; or (ii) a holding, finding, or decision of invalidity, unenforceability, or non-patentability by a court, government authority, national or regional patent office, or other appropriate body that has competent jurisdiction, such holding, finding, or decision being final and unappealable or unappealed within the time allowed for appeal; or (b) a claim of a pending Patent application included within Century Patents that was filed and is being prosecuted in good faith and has not been abandoned, finally rejected, or finally disallowed without the possibility of appeal or refiling of the application; provided that such pending application has not been pending for more than seven (7) years from the earliest priority date for such application.

1.206 [***].

1.207 [***].

1.208 "Violation" means that Century or any of its Affiliates, or any of its or their respective officers or directors, or any other Century personnel (or other permitted agents of Century performing activities hereunder, including Third Party subcontractors and their respective officers and directors) has been: (a) convicted of any of the felonies identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General (OIG) website, including 42 U.S.C. § 1320a-7(a) (http://oig.hhs.gov/exclusions/authorities.asp); (b) identified in the OIG List of Excluded Individuals/Entities (LEIE) database (http://exclusions.oig.hhs.gov/) or otherwise excluded from contracting with the federal government (see the System for Award Management (formerly known as the Excluded Parties Listing System) at http://sam.gov/portal/public/SAM/); or (c) listed by any U.S. federal agency as being suspended, debarred, excluded or otherwise ineligible to participate in federal procurement or non-procurement programs, including under 21 U.S.C. § 335a (http://www.fda.gov/ora/compliance_ref/debar/) (each of (a), (b) and (c), collectively, the "Exclusions Lists").

1.209 "Working Group" has the meaning set forth in Section 2.4.1.

1.210 "Working Group Leader" has the meaning set forth in Section 2.4.2.

ARTICLE 2.
GOVERNANCE

2.1 Joint Steering Committee.

2.1.1 Composition and Formation of the JSC. Within [***] after the Effective Date, the Parties shall establish a joint steering committee to oversee the Collaboration Programs and activities under the Research Plans, in each case during the Research Term (the "JSC"). The JSC shall consist of [***] Century representatives and [***] BMS representatives. Each Party shall designate its JSC representatives within [***] days after the Effective Date. A Party may

change one or more of its JSC representatives from time to time in its sole discretion, effective upon written notice to the other Party of such change. A Party's representatives to the JSC shall have appropriate technical credentials, experience and knowledge, and ongoing familiarity with the Collaboration Programs and the Research Plans, and shall have supervisory responsibilities within such Party's organization with respect to performance of the Research Plan. The Alliance

Managers will attend all meetings of the JSC as non-voting observers. The Parties' respective Working Group Leaders (as applicable) may also attend all JSC meetings as non-voting observers.

2.1.2 Scope of JSC Oversight. Except as otherwise provided herein, the JSC shall:

(a) oversee the research and development of each Licensed Development Candidate through Proof of Concept;

(b) prioritize Research Plan activities;

(c) oversee and coordinate the activities under the Research Plans and Century Work Plans (including any IND-Enabling Studies);

(d) review and discuss the Collaboration Targets, and discuss any proposed Substitute Targets in accordance with Section 3.6;

(e) develop and approve each Additional Research Plan and Program Budget (and any Research Plan for any Substitute Targets), if any;

(f) at least on a Calendar Quarter basis, review and approve any proposed amendments to the Research Plans, Additional POC Criteria and Century Work Plans, as may be necessary and based on the data obtained during the performance of the Collaboration Programs, subject to the decision-making procedures set forth in Section 2.3.1;

(g) review data generated in the course of each Collaboration Program by the Parties and consider and advise on any technical issues that arise in the course of such Collaboration Program;

(h) review written updates submitted to the JSC pursuant to Section 4.3;

(i) monitor the Parties' progress under the Research Plans;

(j) perform such other obligations as are necessary for the conduct of the Research Plans and Century Work Plans;

(k) plan and coordinate development activities as needed to facilitate planning for clinical supply; and

(l) oversee the activities of the JMC and each Working Group (including the IP Working Group) and resolve disputes arising at the JMC and at each Working Group (including the IP Working Group).

2.2 Joint Manufacturing Committee.

2.2.1 Composition and Formation of the JMC. Within [***] days after the exercise of License Opt-In with respect to a Collaboration Program, the Parties shall establish a joint manufacturing committee to oversee the manufacturing, quality control and process development activities of Century under this Agreement as well as any transfer thereof to BMS (the "JMC", and along with the JSC, each a "Committee" and collectively the "Committees"). Unless otherwise agreed by the Parties, the JMC shall consist of an equal number of Century representatives and BMS representatives. A Party may change one or more of its JMC representatives from time to time in its sole discretion, effective upon written notice to the other Party of such change. A Party's representatives to the JMC shall have appropriate technical credentials, experience and knowledge, and ongoing familiarity with the Collaboration Programs and the Research Plans and the Parties' activities under Section 5.3 and Section 6.4, and shall have supervisory responsibilities within such Party's organization with respect to performance of the Research Plan and the Parties' activities under Section 5.3 and Section 6.4. The Alliance Managers will attend all meetings of the JMC as non-voting observers. The Parties' respective Working Group Leaders (as applicable) may also attend all JMC meetings as non-voting observers.

2.2.2 Scope of JMC Oversight. Except as otherwise provided herein, the JMC shall:

(a) oversee Century's activities under Section 5.3 and Section 6.4;

(b) oversee Century's process development, quality control and manufacturing activities for each Collaboration Program; and

(c) consider and act upon such other matters as specifically assigned to the JMC under this Agreement or by the JSC.

2.3 Committee Operations.

2.3.1 Decision Making. The Parties anticipate that Working Groups will make most day-to-day decisions regarding the Research Plans and Century Work Plans, except for those that are within the purview of the JSC or JMC. If a Working Group disagrees on any matters within the purview of such Working Group, it will be referred to the Alliance Managers. If the Alliance Managers do not reach agreement with respect to a matter within [***] Business Days after first attempting to resolve such matter, it will be elevated to the JSC, which shall meet as soon as possible thereafter for discussion and resolution of the matter. On each Committee, each Party shall have collectively one vote in all decisions within the such Committee's purview, and each Committee shall make all decisions by unanimous vote, except as set forth below:

2.3.2 Elevation to Senior Executives; Final Say. In the event that the JMC cannot reach a unanimous vote with respect to a decision within its purview, the JMC shall refer such dispute to JSC. In the event that the JSC cannot reach a unanimous vote with respect to a decision within its purview, the JSC shall refer such dispute to the CEO of Century and the Executive Vice President, Research and Early Development at BMS. If such senior executives cannot agree on a matter within [***] Business Days after their first discussion regarding such matter, then [***].

2.3.3 Exceptions to Final Say. Notwithstanding Section 2.3.2 to the contrary, the approval of Century's representatives on the JSC will be required for the following decisions:

(a) setting the Development Candidate Criteria for any Additional Collaboration Program or changing the Development Candidate Criteria or Additional POC Criteria in a Research Plan;

(b) changing any matters in a Research Plan related to Transferred Century Materials or BMS's confirmatory testing and all activities and timelines in respect thereof; and

(c) approving each Additional Research Plan and Program Budget (and any Research Plan for any Substitute Targets).

2.3.4 Committee Authority. For clarity, no Committee shall have any authority beyond the specific matters set forth in Section 2.1.2 and Section 2.2.2, as applicable, including not having the authority to: (i) obligate BMS to exercise the License Opt-In with respect to any Collaboration Program; (ii) amend this Agreement, waive any breach of either Party under this Agreement, or terminate this Agreement; or (iii) make decisions or take any actions that are inconsistent with the terms of this Agreement. Each Party shall retain the rights, powers and discretion granted to it under this Agreement and no such rights, powers or discretion shall be delegated to or vested in a Committee unless such delegation or vesting of rights is expressly provided for in this Agreement or the Parties expressly so agree in writing.

2.3.5 Committee Meetings. After creation, each Committee shall meet at least once every Calendar Quarter until disbanded in accordance with Section 2.5 on a schedule agreed to by the Parties. Each Committee may meet in person or by means of teleconference, Internet conference, videoconference or other similar communications equipment. However, at least once each Calendar Year (subject to any then-existing Force Majeure events) such meetings will be conducted in person with the location for such in-person meetings generally alternating between Century's and BMS's facilities in the United States, or such other location as the applicable Committee may determine. Each Party shall bear its own travel, lodging and telecommunication expenses related to participation in and attendance at such meetings by its Committee representatives.

(a) Observers. Each Party may invite non-voting observers to attend any Committee meeting to the extent such observer's attendance is necessary for the conduct of such meeting (or portion thereof); provided that any such observers who are not employees of either Party or its Affiliates may only attend with the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. All such observers shall be bound by confidentiality and non-use obligations similar to those contained in Article 8, or which are otherwise acceptable to both Parties.

(b) Meeting Agenda; Minutes. Century's Alliance Manager shall be responsible for preparing and sending meeting agendas at least [***] days in advance of Committee meetings and written draft minutes within [***] days after each Committee meeting and shall provide the draft agenda and minutes to the Alliance Manager for BMS to coordinate

review and any revisions by the BMS members of the applicable Committee. The Parties shall limit the content of such minutes to factual statements regarding the status and results of work under the applicable Committee's oversight and actions proposed or decisions made by such Committee. The Parties shall refrain from including any opinions or other extraneous content in such minutes. Such minutes will be effective only after being approved by both Parties. Definitive minutes of all Committee meetings will be finalized no later than [***] days after the meeting to which the minutes pertain, it being understood that actionable items approved and directed by each Committee shall commence notwithstanding the form.

2.4 Working Group; Working Group Leaders; Alliance Managers.

2.4.1 In addition to the IP Working Group, the JSC may establish other joint committees, subcommittees or directed teams (each, a "Working Group") to oversee particular Century projects or Century activities within the scope of the JSC's responsibilities, including (a) a Working Group to oversee Century's activities under any Research Plan and (b) a Working Group to oversee Century's activities with respect to any IND-Enabling Studies under a Century Work Plan. Each such Working Group shall be constituted and shall operate in accordance with such standing rules as the Parties may adopt or as the JSC otherwise determines; provided that each Working Group shall have representation from each Party; and provided, further, that any dispute between the representatives of each Party on a Working Group shall be referred to the JSC for resolution in accordance with Section 2.3.1 and the other terms and conditions of this Agreement. Working Groups may be established on an ad hoc basis for purposes of a specific project, for the term of the JSC or on such other basis as the JSC may determine. Subject to Section 2.5, each Working Group and its activities shall be subject to the oversight, review and approval of, and shall report to, the JSC. In no event shall the authority of the Working Group exceed that specified for the JSC in this Article 2. Each Party's representatives to the Working Group shall be members of such Party's internal project team having responsibility for aspects of the day-to-day performance of the responsibilities related to such Working Group's function.

2.4.2 IP Working Group. Within [***] days after the Effective Date, the Parties shall establish a Working Group to provide a forum for the Parties to discuss and coordinate certain of the Parties' activities under Article 9 with respect to certain Century Patents and the Collaboration Patents (the "IP Working Group") in accordance with this Agreement. The IP Working Group shall be comprised of up to two (2) representatives from each Party. The representatives from each Party shall be patent attorneys registered and in good standing with the U.S. Patent and Trademark Office. Subject to the immediately preceding sentence, a Party may change one (1) or more of its IP Working Group representatives from time to time in its sole discretion, effective upon written notice to the other Party of such change. The IP Working Group will hold meetings at such times as it elects to do so, in person or by teleconference or videoconference. The Alliance Managers may attend all IP Working Group meetings as observers. The IP Working Group shall support and help facilitate the Parties' coordination and collaboration as to certain Century Patents and the Collaboration Patents in accordance with this Agreement, including: (a) serving as a forum to discuss the overall patent strategy for Century General Collaboration Patents, including discussing Prosecution strategies with respect to the Century General Collaboration Patents that Century is considering abandoning, consistent with Section 9.3.3; (b) discussing strategy and coordinating with respect to entry into Century Collaboration IP Agreements, Other Collaboration Agreements and Century Other Collaboration Agreements; and

(c) serving as a forum for the Parties' communications pursuant to Section 9.3.5. Without limiting the foregoing, the JSC may make further changes to the IP Working Group (including its size, purpose, procedures and scope of responsibilities) on an as-needed basis, so long as the changes are consistent with and do not limit each Party's rights or responsibilities under Article 9. The IP Working Group shall be an advisory and consulting body and shall not have the right to make decisions or otherwise limit either Party's rights or responsibilities under Article 9.

2.4.3 BMS and Century shall each appoint one of its representatives to each Working Group who shall serve as the primary point of contact for coordinating the work of such Working Group (each, a "Working Group Leader"). Each Party shall notify the other within [***] days after the formation of each Working Group of the appointment of its Working Group Leader(s) and thereafter shall notify the other Party in writing prior to changing any such appointment. Working Groups may coordinate the conduct of activities that are the responsibility of that Working Group, in support of the Collaboration Programs. Working Groups may also serve as a forum through which the Parties would routinely share operational information regarding performance of the Collaboration Programs, all in accordance with the terms of this Agreement.

2.4.4 Within [***] after the Effective Date, each Party shall appoint one of its employees to act as alliance manager for such Party for the Collaboration Programs under this Agreement (each, an "Alliance Manager"). The Alliance Managers will be the primary point of contact for the Parties regarding the activities contemplated by this Agreement and will facilitate all such activities hereunder. The Alliance Managers will assist each Committee in performing its oversight responsibilities. In particular, each Alliance Manager shall (a) attend all meetings of each Working Group as non-voting observers, (b) identify and bring disputes to the attention of the applicable Committee (or the Parties, as applicable) in a timely manner and be the point of first referral in all matters of conflict resolution; (c) provide a single point of communication for seeking consensus both internally within the Parties' respective organizations and between the Parties regarding issues that arise in the performance of the Collaboration Programs; (d) plan and coordinate cooperative efforts and internal and external communications; and (e) take responsibility for ensuring that governance activities, such as the conduct of Committee meetings and drafting and securing approval of meeting minutes, occur as set forth in this Agreement and that relevant action items resulting from such meetings are appropriately carried out or otherwise addressed.

2.5 Discontinuation; Disbandment. Each of the Committees and any Working Group shall continue to exist until the first to occur of the Parties mutually agreeing to disband the applicable Committee or Working Group, as applicable, or (i) except with respect to the IP Working Group, until three (3) months after the later of the expiration of the Research Term and completion of the Manufacturing Technology Transfer for the last Collaboration Program or (ii) in the case of the IP Working Group, upon the expiration of the Term. Upon the occurrence of any of the foregoing, as applicable, (a) the JSC, JMC or Working Group, as applicable, shall disband, have no further responsibilities or authority under this Agreement and will be considered dissolved by the Parties, (b) any requirement of Century to provide Know-How or other materials to the JSC, JMC or such Working Group, as applicable, shall be deemed a requirement to provide such Know-How or other materials to BMS, and (c) BMS shall have the right to solely decide, without consultation with Century, all matters that are subject to the review or approval by the

JSC, JMC and such Working Group, subject to the limitations set forth in clauses (i) and (ii) of Section 2.3.2 and Section 2.4.2.

ARTICLE 3.
TARGET NOMINATION

3.1 Collaboration Targets. Subject to Section 3.5 and Section 3.6 and in addition to the Initial Collaboration Targets, BMS has the right to designate up to two (2) Additional Collaboration Targets (each of which may be comprised of one Target (i.e., monospecific) or more than one Target (e.g., bicistronic or multi-specific)) during the Designation Term for a total of four (4) Collaboration Programs. Unless otherwise mutually agreed to by the Parties, in no case shall there be more than four (4) Collaboration Targets at any given time.

3.2 Reserved Targets. Schedule 3.2 identifies the list of Targets that are reserved for the Additional Collaboration Programs or for Substitute Targets as of the Effective Date (as such list is updated from time to time in accordance with this Section 3.2, the "Reserved List", and each Target on the Reserved List, a "Reserved Target"). BMS shall have the right, from time to time during the Designation Term, by providing written notice of the applicable Target to Century, to add potential Collaboration Targets to the Reserved List or replace a Target on the Reserved List; provided that such Target is not an Excluded Target; provided, further, that if, based on [***], Century objects to the addition of such potential Collaboration Target, the Parties shall discuss such objection and [***] in determining whether to add such potential Collaboration Target to the Reserved List. There shall be no more than [***] Reserved Targets on the Reserved List at any given time. For the avoidance of doubt, each Reserved Target consisting of two or more Targets shall be treated collectively as one Reserved Target for purposes of determining whether the limit on the number of Reserved Targets has been reached. [***].

3.3 Excluded Targets. If not on the Reserved List, then a Target shall be designated as an "Excluded Target" if such Target is (a) listed on Schedule 3.3 or (b) at the time of designation by BMS (either as a Collaboration Target or as a Reserved Target, as applicable) is, and is disclosed to BMS or the Third Party Gatekeeper, as applicable pursuant to Section 3.4, at the time of the designation as being, either (i) subject to an agreement between Century or its Affiliates and a Third Party pursuant to which Century has granted such Third Party exclusive rights with respect to such Target that are inconsistent with the rights that would be granted under this Agreement with respect to such Target (or Century and a Third Party are negotiating a term sheet for such an agreement for a period not to exceed [***] days or have negotiated a term sheet for such an agreement and Century and such Third Party are engaged in *bona fide* negotiations to enter into a definitive agreement with respect thereto for a period not to exceed [***] or (ii) subject to a *bona fide* ongoing and active internal Century program to validate such Target or to develop or commercialize an iPSC-derived cellular product candidate or product Directed to such Target.

3.4 Third Party Gatekeeper Verification of Excluded Target. In the event that at the time of request by BMS (a) Century determines that a Target is an Excluded Target, Century shall promptly provide notice to BMS of such determination, or (b) BMS desires not to disclose the identity of the proposed Reserved Target or proposed Additional Collaboration Target that is not a Reserved Target to Century, BMS may provide a written request to Century that a Third Party gatekeeper proposed by BMS and approved by Century, such approval not to be unreasonably

withheld, conditioned or delayed (the "Third Party Gatekeeper"), verify that or determine if such Target is an Excluded Target. Upon such request, (i) Century shall send the Third Party Gatekeeper records and documentation with respect to all Targets that at the time of such request are Excluded Targets, and (ii) the Third Party Gatekeeper shall notify BMS whether such proposed Target is an Excluded Target, in each case without disclosing to BMS, if applicable, the Third Party with which Century is working on the Excluded Target or the nature or details of the internal Century program (and, for clarity, without disclosing whether the determination of the Excluded Target is based on either the foregoing). If the Third Party Gatekeeper notifies BMS that such proposed Target is an Excluded Target, then such proposed Target shall not be added to the Reserved List or become an Additional Collaboration Target, as applicable. Nothing in this Agreement shall require Century to directly inform BMS of the identity of any of the Excluded Targets, the indication for which any of the Excluded Targets are being evaluated or developed by Century, any data associated with such Excluded Targets, or the development stage of any of the Excluded Targets. However, Century shall promptly notify BMS or the Third Party Gatekeeper, as applicable, in writing if an Excluded Target ceases to be an Excluded Target at any time prior to the end of the Designation Term and, if such notice is provided to the Third Party Gatekeeper, the Third Party Gatekeeper shall promptly provide BMS with written notice thereof.

3.5 Designation of Additional Collaboration Targets. At any time during the period beginning on [***] and ending on the expiration of the Designation Term, BMS shall have the right to designate (x) a Reserved Target or (y) any other Target that is not an Excluded Target as one of the two (2) Additional Collaboration Targets; provided that (1) if, based on [***], Century objects to the addition of any such Target that is not a Reserved Target, the Parties shall discuss such objection and [***] in determining whether to designate such Target as an Additional Collaboration Target and (2) if NK cells can be Directed to such Additional Collaboration Target, BMS may not designate such Additional Collaboration Target unless either (A) [***] or (B) [***]. Upon BMS's request, Century shall use Commercially Reasonable Efforts to [***]. For the avoidance of doubt, each Target or Reserved Target consisting of two or more Targets shall be treated collectively as one Additional Collaboration Target. Upon such designation, (a) such Target shall be a Collaboration Target hereunder, (b) the Parties shall collaborate on a research program to identify Development Candidates directed to such Additional Collaboration Target for treatment of acute myeloid leukemia, multiple myeloma or solid tumors as described in this Agreement (each such program, an "Additional Collaboration Program"), and (c) within [***] after approval of the Research Plan for each such Additional Collaboration Target pursuant to Section 4.1.1, BMS shall pay Century the Additional Collaboration Target Fee pursuant to Section 7.2. Upon designation of the First Additional Collaboration Target (i.e., the third (3rd) Collaboration Target), if any, the maximum number of Reserved Targets on the Reserved List shall be reduced to no more than [***] Reserved Targets at any given time thereafter. Upon such designation of the Second Additional Collaboration Target (i.e., the fourth (4th) Collaboration Target), if any, the maximum number of Reserved Targets on the Reserved List shall be reduced to no more than [***] Reserved Targets at any given time thereafter until one (1) year following such designation. The Reserved List shall be of no further force or effect from and after the expiration of the Designation Term.

3.6 Substitution within a Collaboration Program.

3.6.1 Subject to Section 2.3.1, if within [***] after commencement of research and development under a given Research Plan with respect to a given Collaboration Target (after considering the data generated with respect to such Collaboration Target), BMS determines in good faith that research and development for such Collaboration Target is not making satisfactory progress towards the goal of identifying a Development Candidate (whether such determination is based on the Target, the Development Candidates, or otherwise), then BMS may, on written notice to Century, elect to:

(a) replace such existing Collaboration Target and designate an alternative Target or Targets (such alternative Targets or Targets, collectively a "Substitute Target"); provided that (i) as part of such designation, BMS shall specifically identify the Substitute Target as well as the existing Collaboration Target that is being replaced; (ii) if the Substitute Target is a Reserved Target, designation by BMS of such Substitute Target as a Collaboration Target will be automatic (and such Target will be removed from the Reserved List upon approval of the corresponding Research Plan by the JSC), (iii) if the Substitute Target nominated by BMS to be a Collaboration Target is not on the Reserved List, then such Target shall only be added as a Collaboration Target if such Target is not an Excluded Target; provided, that if, based on [***], Century objects to the addition of any such Substitute Target that is not a Reserved Target, the Parties shall discuss such objection and [***] in determining whether to designate such Target as an Additional Collaboration Target and (iv) if NK cells can be Directed to such Additional Collaboration Target, BMS may not designate such Substitute Target unless either (A) [***] or (B) [***]. Upon BMS's request, Century shall use Commercially Reasonable Efforts [***]. If BMS replaces a given existing Collaboration Target with a Substitute Target, then (A) the activities under the Research Plan for the applicable Collaboration Program with respect to such replaced Collaboration Target shall promptly cease, (B) the Substitute Target (including Derivatives thereof) shall be deemed to be a "Collaboration Target" for purposes of this Agreement, (C) such Substitute Target shall be the subject of a separate Research Plan, Additional POC Criteria and Century Work Plan for the applicable Collaboration Program and (D) the Collaboration Target that was replaced by the Substitute Target shall, from and after the date of such replacement, no longer be considered a Collaboration Target for any purposes of this Agreement; or

(b) request that Century develop another Development Candidate satisfying the Development Candidate Criteria. Upon Century's receipt of such notice, the JSC shall promptly amend the applicable Research Plan (including the Program Budget) and, if necessary, the applicable Additional POC Criteria for such Collaboration Program to account for the additional or alternative development activities to be conducted by Century with the objective of developing such Development Candidate to satisfy the Development Candidate Criteria for such Collaboration Program (which Development Candidate Criteria may be amended as part of amending such Research Plan) which, for clarity, may include additional engineering activities, Materials or other modifications to be performed on such Development Candidate (the "Substitute Development Activities"). Century shall use Commercially Reasonable Efforts to complete the Substitute Development Activities and generate a Development Candidate that meets the Development Candidate Criteria for such Collaboration Program.

3.6.2 BMS may exercise its rights to have Century conduct Substitute Development Activities or replace a Collaboration Target with a Substitute Target on one occasion

for each Collaboration Program (which occasion, for clarity, may include activities resulting from BMS's designation of a Substitute Target, Substitute Development Activities or both, and such resulting activities and Substitute Development Activities with respect to a Collaboration Program, collectively a "Substitute Program"). If Century determines that a Development Candidate resulting from a Substitute Program meets the Development Candidate Criteria for such Collaboration Program, it shall provide the Know-How and Data Package as required by Section 4.6.3(a) and the provisions of Sections 4.6.3(b), 4.6.3(c), and 5.3 shall apply.

3.6.3 If BMS exercises its rights under Section 3.6 with respect to a Substitute Program, then once the JSC approves the Research Plan for such Substitute Program, BMS shall reimburse Century for any reasonable and verifiable FTE Costs and Out-of-Pocket Costs incurred by Century prior to the date BMS exercises such rights with respect to such Substitute Program in connection with conducting the activities assigned to Century under the Research Plan for the applicable Collaboration Program in accordance with Program Budget set forth therein [***]. Century shall, within [***] of the exercise of such rights by BMS, send a report and invoice to BMS detailing such FTE Costs and Out-of-Pocket Costs incurred in accordance with GAAP by it in the performance of such activities in accordance with the applicable Research Plan (including the number of hours worked by FTEs and any Out-of-Pocket Costs) and such other documentation as BMS may reasonably request. Such reports and invoices shall specify in reasonable detail all expenses included in such FTE Costs and Out-of-Pocket Costs. Payment with respect to such invoices shall be due within [***] after receipt by BMS of such report, invoice and other documentation reasonably requested by BMS; provided, however, that if BMS in good faith disputes any portion of any such invoice, it shall pay the undisputed portion and shall provide Century with notice of the disputed portion and its reasons therefor, and BMS shall not be obligated to pay such disputed portion unless and until such dispute is resolved in favor of Century.

ARTICLE 4.
COLLABORATION PROGRAMS

4.1 Overview.

4.1.1 General. Subject to Section 3.6, the Parties shall collaborate in the conduct of research programs, including the Additional Collaboration Programs, to identify Development Candidates directed to up to four Collaboration Targets (each, a "Collaboration Program"). Each Collaboration Program shall be carried out in accordance with a research plan for such Collaboration Program that details (a) the responsibilities and activities of Century and BMS in carrying out the Collaboration Program for the applicable Collaboration Target, including the activities to determine or achieve the Development Candidate Criteria, (b) projected timelines for completion of such responsibilities and activities, (c) the Development Candidate Criteria for the applicable Collaboration Target, (d) items required to be included in each Data Package, including any requirements with respect to the format, (e) any Materials or research tools to be provided by BMS for use by Century in the Collaboration Program (such materials and tools, together with any analogues, progeny, expression products, mutants, replicates, derivatives, modifications, enhancements and improvements thereof, collectively the "Transferred BMS Materials") and the Permitted Century Purposes of the Transferred BMS Materials by Century, (f) any Materials, methods or research tools to be provided by Century for use by BMS in the Collaboration Program and the work streams and timeline for BMS's activities and BMS's confirmation testing as

contemplated by Sections 4.6.3 and 4.6.4 and (g) a budget for such activities assigned to Century in support of the Research Plan, including the estimated number of Century's FTEs performing such activities (the "Program Budget") (such research plan for a Collaboration Program, the "Research Plan"). The research plan for each of the two Initial Collaboration Targets that will be in effect as of the Effective Date have been agreed by the Parties and are attached hereto as Schedule 4.1.1 (each, an "Initial Research Plan" and collectively, the "Initial Research Plans"). The Parties shall negotiate in good faith to agree to (i) a Century Work Plan for each of the two Initial Collaboration Targets at least [***] prior to anticipated delivery of the Data Package for such Collaboration Program by Century pursuant to Section 4.6.3(a) and (ii) a research plan, Additional POC Criteria and, at BMS's request, a Century Work Plan for each Additional Collaboration Target within [***] after BMS selects such Additional Collaboration Target (and a research plan, Additional POC Criteria and Century Work Plan for a Substitute Target that subsequently becomes a Collaboration Target pursuant to Section 3.6) (each, an "Additional Research Plan"). Each such Additional Research Plan, Additional POC Criteria and Century Work Plan with respect to any Additional Collaboration Program is expected to be similar in scope and effort as specified for each of the Research Plans, Additional POC Criteria and Century Work Plans under the Initial Collaboration Programs. The Initial Research Plan and each Additional Research Plan are each a "Research Plan" and collectively, the "Research Plans". The Research Plan(s) shall be updated pursuant to Section 2.1.2(f).

4.1.2 Goals and Responsibilities. The goals of each Research Plan are for the Parties to work together to discover Development Candidates using the Century Platform Technology to offer to BMS for possible further development and commercialization by BMS if BMS exercises its License Opt-In with respect thereto.

4.2 Resource Commitment.

4.2.1 Each Party shall conduct the activities allocated to such Party in the Research Plan(s) in accordance with the terms of this Agreement. During the Research Term, Century and BMS shall each commit sufficient resources, staffing, equipment, facilities, materials and other resources to timely perform all the activities allocated to it under the applicable Research Plan; provided that, at a minimum, Century shall commit such number of FTEs as set forth in the applicable Research Plan. Each Party shall be fully responsible for its respective research efforts and shall bear all corresponding costs and expenses; provided that if [***].

4.2.2 [***]. Century shall calculate, and maintain records of, actual FTE hours worked in the performance of its activities under each Research Plan and Out-of-Pocket Costs incurred by it in the same manner as used by it for other products that it has developed. Without limiting the foregoing, Century shall, and shall cause its Affiliates and its and their subcontractors to, keep complete and accurate financial books and records pertaining to its Out-of-Pocket Costs to the extent required to calculate and verify all amounts payable hereunder. Century shall, and shall cause its Affiliates and its and their subcontractors to, retain such books and records until [***].

4.2.3 [***]. Such reports and invoices shall specify in reasonable detail all expenses included in such FTE Costs and Out-of-Pocket Costs during such Calendar Quarter. Payment with respect to such invoices shall be due within [***] after receipt by BMS of such

invoice, report, and other document reasonably requested by BMS; provided, however, that if BMS in good faith disputes any portion of any such invoice, it shall pay the undisputed portion and shall provide Century with notice of the disputed portion and its reasons therefor, and BMS shall not be obligated to pay such disputed portion unless and until such dispute is resolved in favor of Century.

4.2.4 Upon BMS's request, Century shall provide within [***] after such request copies of any invoices or other supporting documentation for any payment to a Third Party. BMS shall have the right, at reasonable times and upon reasonable prior notice, to audit Century's records as provided in Section 7.10 to confirm the accuracy of the FTE Costs and Out-of-Pocket Costs.

4.3 Reports to JSC. During the Research Term, the Parties (or a Working Group) shall provide the JSC with a written update summarizing the status of activities under the applicable Research Plan, including the status of research conducted with regard to any Collaboration Targets, in advance of each scheduled JSC meeting, or as more frequently as the JSC may decide.

4.4 Records; Sharing of Data.

4.4.1 Records. Each Party shall maintain complete and accurate records of all work conducted pursuant to each Collaboration Program and all results, data and developments made in furtherance thereof, and shall retain such records in accordance with its record retention policy and Law (including, to the extent applicable, GMP, GLP and GCP). Such records shall be in sufficient detail and in good scientific manner appropriate for accounting, patent and regulatory purposes, including demonstrating Documented Lineage. During the Research Term, each Party shall provide the other Party (through the appropriate Working Group and in a form acceptable to the JSC) with quarterly written reports of the work performed under such Collaboration Program and the results achieved by such reporting Party and shall also promptly notify the other Party of any significant data, activities or events that occur under the applicable Research Plan.

4.4.2 Sharing of Data and Results. The Parties shall promptly share the data and results from all research performed by or on behalf of either Party under each Research Plan.

4.4.3 Collaboration IP. During the Research Term, each Party shall inform the other Party of any Collaboration IP by providing written notice to the other Party, including in such notice a reasonably detailed description of such Collaboration IP and, if such Collaboration IP is potentially patentable, the identity of each inventor thereof.

4.5 Subcontracting. BMS shall have the right to engage Affiliates or Third Party subcontractors to perform any of its activities under this Agreement. Century shall have the right to subcontract its activities under a Research Plan or Century Work Plan to any Affiliate or Third Party subcontractor (a) that is set forth on Schedule 4.5, (b) to the extent expressly provided for in such Research Plan or Century Work Plan, (c) to whom the aggregate budgeted payments under the Research Plan or Century Work Plan are [***] or less or (d) approved by the JSC. Any Affiliate or Third Party subcontractor to be engaged by a Party to perform a Party's obligations set forth in this Agreement shall meet the qualifications typically required by such Party for the performance of work similar in scope and complexity to the subcontracted activity. Any Party engaging an

Affiliate or Third Party subcontractor hereunder shall remain principally responsible and obligated for such activities.

4.6 Development Candidate Criteria; Data Package.

4.6.1 Development Candidate Criteria. On a Collaboration Program-by-Collaboration Program basis, the desirable therapeutic attributes and other required criteria for a given Development Candidate with respect to a given Collaboration Target are those criteria set forth in Schedule 4.6.1 and any additional criteria set forth in the applicable Research Plan or otherwise agreed by the JSC (together, "Development Candidate Criteria"). The applicable Research Plan shall include activities aimed at achieving such Development Candidate Criteria. The JSC shall have the right to amend the Development Candidate Criteria with respect to such Collaboration Target from time to time.

4.6.2 Evaluation Against Development Candidate Criteria. During the Research Term, Century shall notify BMS of Development Candidates identified by or on behalf of Century or its Affiliates in the course of its ongoing research activities pursuant to such Collaboration Program that Century believes satisfy the Development Candidate Criteria. Subject to Section 4.6.3(b), Century shall promptly provide BMS and the JSC with a description of any Development Candidates that meet the Development Candidate Criteria for a given Collaboration Program (including material data in connection therewith), which shall be included in the minutes of the next applicable JSC meeting.

4.6.3 Data Package; BMS Confirmation Testing to Evaluate Against Development Candidate Criteria.

(a) Within [***] following designation of the first Development Candidate that meets the Development Candidate Criteria for a given Collaboration Program as set forth in Section 4.6.2 (or such earlier time as may be requested by BMS and agreed by Century), Century shall provide to BMS (and/or a Third Party advisor designated by BMS) a Data Package for such Collaboration Program. Upon receipt of a complete Data Package, BMS (or its designee) shall review such Data Package and the Parties will discuss the Data Package at a JSC meeting to be organized no later than [***] from delivery of such Data Package to BMS to determine whether such Data Package is complete. BMS (or its designee) shall notify Century, no later than [***] after receiving such Data Package of any (i) information necessary to complete such Data Package in accordance with the applicable Research Plan and Century shall promptly supply such information and records at which point the Data Package shall be deemed complete and (ii) reasonable requests for additional information and records related to such Collaboration Program that is within Century's (or its Affiliates') possession or control, and Century shall supply such information and records within [***] thereof.

(b) In addition to the delivery of the Data Package with respect to such Collaboration Target pursuant to Section 4.6.3(a), Century shall provide BMS with reasonable quantities of the applicable Development Candidate and any materials and methods requested by BMS pursuant to Section 4.6.4, in order to enable BMS to conduct its own testing to determine whether or not the applicable Development Candidate satisfies the Development Candidate Criteria. Upon the earlier of (i) completion of such testing and (ii) [***] days after receipt of the

Transferred Century Materials, the Parties shall discuss in good faith for a period not to exceed [***] days whether or not such Development Candidate satisfies the Development Candidate Criteria.

(c) If, following review of the Data Package pursuant to Section 4.6.3(a) and BMS's testing and the Parties' good faith discussion pursuant to Section 4.6.3(b), BMS reasonably determines that Century has not performed all of its obligations under the Research Plan (irrespective of whether BMS validates that such Development Candidate satisfies the Development Candidate Criteria), (i) the applicable License Opt-In Period shall not end until [***] after the later of (A) Century performing such obligations and (B) BMS validating that such Development Candidate satisfies the Development Candidate Criteria, and (ii) even if BMS exercises the applicable License Opt-In (irrespective of whether BMS validates that such Development Candidate satisfies the Development Candidate Criteria), Century shall remain responsible for completing its activities under the applicable Research Plan.

4.6.4 Material Transfer.

(a) Transfer. On a Collaboration Program-by-Collaboration Program basis and to the extent set forth in the applicable Research Plan or otherwise agreed in writing by Century, Century shall transfer Materials for such Collaboration Program to BMS (the "Transferred Century Materials"), for the following uses and purposes (the "Permitted BMS Purposes"): (i) to enable BMS to assist in the conduct of such Collaboration Program and to evaluate, on an ongoing basis, the status and progress of such Collaboration Program against the applicable Research Plan, including to assess scalability on an ongoing basis, (ii) to determine whether a given Development Candidate meets the Development Candidate Criteria as contemplated by Section 4.6.3(b), and (iii) for such other purposes as may be agreed to by the Parties in writing, such agreement not to be unreasonably withheld, conditioned or delayed. All transfers of such Transferred Century Materials by Century to BMS shall be documented in writing, and shall set forth the type and name of the Transferred Century Materials, the amount of the Transferred Century Materials transferred and the date of the transfer of such Transferred Century Materials. BMS shall only use the Transferred Century Materials provided pursuant to this Section 4.6.4 for the Permitted BMS Purposes and BMS agrees that such Transferred Century Materials shall be used in compliance with Law and the terms and conditions of this Agreement.

(b) License; Ownership. At the time Century provides the Transferred Century Materials to BMS as provided herein and to the extent not separately licensed under this Agreement, subject to the terms and conditions of this Agreement, Century shall grant, and hereby grants, to BMS a non-exclusive license under the Patents and Know-How Controlled by Century necessary to use such Transferred Century Materials solely for the Permitted BMS Purposes. Subject to the immediately following sentence, all Transferred Century Materials delivered by Century to BMS shall remain the sole property of Century, shall only be used by BMS in furtherance of the Permitted BMS Purposes, and, subject to Article 11, shall be returned to Century or destroyed, in Century's sole discretion, upon the earliest of (a) termination of this Agreement, (b) completion of the Permitted BMS Purposes, or (c) discontinuation of the use of such Transferred Century Materials by BMS. From and after BMS's exercise of the License Opt-In with respect to a Collaboration Program, BMS shall have the right to use any Transferred Century Materials transferred to BMS under such Collaboration Program in accordance with the license

granted to BMS under Section 5.4.2 (and this Section 4.6.4 shall cease to apply to such Transferred Century Materials).

4.7 Compliance Provisions. With respect to any activities conducted by or on behalf Century under this Agreement, including all activities under the Collaboration Programs, the following shall apply:

4.7.1 General. Century shall ensure that any such activities conducted by or on behalf of it pursuant to this Agreement are conducted in compliance with all Laws (including, to the extent applicable, GCP, GLP and GMP), in good scientific manner and consistent with good business ethics and data integrity, and Century will promptly notify BMS in writing after it becomes aware of any deviations from any of the foregoing.

4.7.2 No Use of Debarred Person. Century hereby certifies that (a) as of the Effective Date, Century has screened itself, its Affiliates and its and their respective officers and directors (and its or their respective consultants and subcontractors and their respective officers and directors) against the Exclusions Lists; and (b) Century, its Affiliates and any Third Party subcontractors performing on Century's behalf hereunder, has not employed or otherwise used in any capacity, and will not employ or otherwise use in any capacity, the services of any Person, including any employee, officer, director, consultant or subcontractor, (i) who is (or has been) on the Exclusions List, or who is (or has been) in Violation or otherwise debarred under U.S. law (including Section 21 U.S.C. § 335a) or any foreign equivalent thereof or (ii) that is the subject of an FDA debarment investigation or proceeding (or similar proceeding by any Regulatory Authority outside the U.S.), in each case, in performing any portion of the activities hereunder. If at any point during the Term, Century is, or learns that any of its Affiliates or its or their respective officers or directors, or any Person performing on behalf of Century under this Agreement is in Violation, Century will promptly notify BMS and will prohibit such Person from performing any such activities, function or capacity related to any such activities under this Agreement.

4.7.3 Personal Data. Century shall ensure that all Personal Data is processed in accordance with Laws, including the fair and lawful collection and processing of such Personal Data, the disclosure of such Personal Data to BMS in accordance with this Agreement and the transfer of such Personal Data (including any transfer from inside the EU to outside the EU). Century shall promptly notify BMS if it becomes aware that any data provided to BMS is inaccurate or has been unlawfully obtained or processed or, where consent to process Personal Data has been provided, consent is withdrawn or Century becomes aware that consent may not be reliable. "Personal Data" means any information relating to an identified or identifiable individual or otherwise as defined under Laws.

ARTICLE 5.
LICENSE OPT-IN; LICENSES; EXCLUSIVITY; NEGATIVE COVENANTS

5.1 License Opt-In. On a Collaboration Program-by-Collaboration Program basis, BMS, during the License Opt-In Period for such Collaboration Program shall have the sole and exclusive right to elect to exercise its rights to obtain the exclusive license for the applicable Collaboration Target and the associated Development Candidates under such Collaboration Program (each, a "License Opt-In"). If BMS exercises the License Opt-In with respect to a

Collaboration Program during the applicable License Opt-In Period, then on the date BMS provides written notice to Century that it elects to exercise the applicable License Opt-In, the Development Candidates from such Collaboration Program shall become Licensed Development Candidates under this Agreement and shall be subject to the grant of the license set forth in Section 5.4.2. Without limiting the license grant in Section 5.4.2, Century shall have no obligation (including under Section 5.3) to deliver to BMS any materials or data that solely relates to any

Licensed Development Candidates for a Collaboration Program that is not a Century-Provided Candidate.

5.2 Effect of Not Exercising a License Opt-In. In the event BMS elects not to exercise the License Opt-In during the License Opt-In Period (including by allowing the License Opt-In Period to expire without exercising the License Opt-In), then (a) such Collaboration Program shall no longer be a Collaboration Program under this Agreement, (b) no license will be granted to BMS under Section 5.4.2 in relation to the applicable Collaboration Target and any associated Development Candidate, (c) Century shall be free to Exploit the applicable Development Candidate, if such Development Candidate is not covered or claimed by any Collaboration Patents Controlled by BMS or any of its Affiliates or any BMS Background Patents or BMS Background Know-How, (d) without limiting clause (c) of this Section 5.2, Century shall be free to Exploit the applicable Development Candidate, if such Development Candidate is not covered or claimed by any Collaboration Patents owned solely by BMS or any of its Affiliates or any BMS Background Patents or BMS Background Know-How and either (i) BMS did not terminate such Collaboration Program as a result of safety concerns with respect to such Collaboration Program [***], (e) BMS shall transfer control of the prosecution of any Product Specific Collaboration Patents with respect to such Collaboration Program to Century (that, subject to clause (g) of this Section 5.2, do not have claims that relate to any other Collaboration Program), (f) with respect to each Development Candidate described in clause (d) and at Century's election, exercisable by written notice within [***] after BMS elects not to exercise the License Opt-In, the Parties will negotiate in good faith (but without any obligation to enter into an agreement) a license or sublicense, as applicable, under all (or, as elected by Century, certain of) BMS Background Patents (solely to the extent owned by BMS or any of its Affiliates) and BMS Background Know-How (but solely to the extent owned by BMS or any of its Affiliates), and BMS's interest in the Collaboration Patents and Collaboration Know-How that are necessary or reasonably useful to make, have made, use, sell, offer for sale or import any pharmaceutical product containing such Development Candidate; provided that BMS shall have no obligation to negotiate any such license if BMS terminated such Collaboration Program as a result of safety concerns [***].

5.3 Technology Transfer.

5.3.1 Minimum Viable Process Transfer. On a Collaboration Program-by-Collaboration Program basis, upon IND Acceptance with respect to a Licensed Development Candidate from the applicable Collaboration Program, on BMS's request but subject to the final sentence of Section 5.1, Century shall (and shall cause its Affiliates to) cooperate with BMS or its designee (which designee may be an Affiliate or a Third Party) to transfer to BMS (or its designees) the documentation and materials related to the manufacture of the Development Candidates from such Collaboration Program and carry out the activities, in each case as set forth on Schedule 5.3.1 (such transfer, the "Minimum Viable Process Transfer"). Century shall provide BMS (or its designees) reasonable assistance with respect to development (including regulatory) matters

related to the Minimum Viable Process Transfer, including by providing BMS (or its designees) with reasonable access by teleconference or in person (as requested by BMS) to Century personnel (and personnel of its Affiliates and Third Party subcontractors) involved in the development or implementation of the Manufacturing Process to assist BMS (or its designees) with development (including regulatory) matters and answer questions related to the Minimum Viable Process Transfer. Century represents and warrants that at the time of delivery with respect to any Materials delivered or released by Century to BMS pursuant to this Section 5.3 that such Materials will have been manufactured in accordance with Law and will comply with any other quality requirements set forth in the applicable Research Plan or otherwise agreed by the Parties.

5.3.2 Manufacturing Technology Transfer. On a Collaboration Program-by-Collaboration Program basis, upon BMS's written request at any time (x) after achievement of Proof of Concept with respect to a Licensed Development Candidate from the applicable Collaboration Program, as determined by BMS in its sole discretion, or (y) subject to payment of the Technology Transfer Fee pursuant to Section 7.4 (but only to the extent required under Section 7.4), prior to achievement of Proof of Concept but after IND Acceptance with respect to a Licensed Development Candidate from the applicable Collaboration Program, Century shall, in each case ((x) and (y)) effect a full transfer to BMS or its designee (which designee may be an Affiliate or a Third Party) of all Century Know-How relating to the Manufacturing Process to enable BMS (or its designees) to Exploit the Licensed Development Candidates and Products from such Collaboration Program and implement the Manufacturing Process at BMS or Third Party facilities designated by BMS (such transfer and implementation, as more fully described in Schedule 5.3.2 and this Section 5.3.2, the "Manufacturing Technology Transfer"). Century shall provide, and shall use Commercially Reasonable Efforts to cause its Third Party manufacturers to provide (including by using Commercially Reasonable Efforts to negotiate contractual obligations for such Third Party manufacturers to do so under agreements entered into following the Effective Date), all reasonable assistance requested by BMS to enable BMS (or its Affiliate or designated Third Party manufacturer, as applicable) to implement the Manufacturing Process at the facilities designated by BMS. If requested by BMS, such assistance shall include facilitating BMS (or its designee) entering into agreements with applicable Third Party manufacturers relating to the Licensed Development Candidates and Product(s). Without limitation to the foregoing, in connection with each Manufacturing Technology Transfer:

(a) Century shall transfer to BMS (i) all data, results and Know-How related to testing and studies of such Licensed Development Candidates and Products (including analytical test results and non-clinical pharmacology and safety data) in the possession or control of Century to the extent such data, results or Know-How are necessary or reasonably useful for the continued Exploitation of Licensed Development Candidates and Products from such Collaboration Program, and (ii) all of its inventory of materials related to such Licensed Development Candidates and Products;

(b) Without limiting Century's obligation to perform the Manufacturing Technology Transfer for a Collaboration Program, the Parties will, upon License Opt-In with respect to such Collaboration Program, commence discussions regarding, and use good faith efforts to agree prior to completion of the initial dose escalation studies for such Collaboration Program on, a manufacturing technology transfer plan detailing the specific activities for the Manufacturing Technology Transfer, which plan shall be consistent with this Section 5.3.2;

(c) Century shall make available, and shall use Commercially Reasonable Efforts to cause its Third Party manufacturers to make available, to BMS (or its Affiliate or designated Third Party, as applicable) from time to time as BMS may request, all manufacturing-related Century Know-How, information and materials relating to the Manufacturing Process that arise during the Term, and all documentation constituting material support, performance advice, shop practice, standard operating procedures, specifications as to materials to be used and control methods, that are reasonably necessary or useful to enable BMS (or its Affiliate or designated Third Party manufacturer, as applicable) to use and practice the Manufacturing Process;

(d) Century shall cause all appropriate employees and representatives of Century and its Affiliates to meet with, and shall use Commercially Reasonable Efforts to cause all appropriate employees and representatives of its Third Party manufacturers to meet with, employees or representatives of BMS (or its Affiliate or designated Third Party, as applicable) at the applicable manufacturing facility designated by BMS at mutually convenient times to assist with the working up and use of the Manufacturing Process and with the training of the personnel of BMS (or its Affiliate or designated Third Party, as applicable) to the extent reasonably necessary or useful to enable BMS (or its Affiliate or designated Third Party, as applicable) to use and practice the Manufacturing Process and to support and execute the transfer of all applicable analytical methods and the validation thereof (including, all applicable Century Know-How, methods, validation documents and other documentation, materials and sufficient supplies of all primary and other reference standards);

(e) Century shall take such steps, and shall use Commercially Reasonable Efforts to cause its Third Party manufacturers to take such steps, as are reasonably necessary or useful to assist in all reasonable respects BMS (or its Affiliate or designated Third Party, as applicable) in obtaining any necessary licenses, permits or approvals from Regulatory Authorities with respect to the manufacture of the Licensed Development Candidates and Products at the applicable facilities; and

(f) Century shall provide, and shall use Commercially Reasonable Efforts to cause its Third Party manufacturers to provide, such other assistance as BMS (or its Affiliate or designated Third Party, as applicable) may reasonably request to enable BMS (or its Affiliate or designated Third Party, as applicable) to use and practice the Manufacturing Process and otherwise to manufacture Licensed Development Candidates and Products.

In this Section 5.3.2, wherever Century is required to use Commercially Reasonable Efforts to cause its Third Party manufacturers to take an action or otherwise assist, such obligation shall include using Commercially Reasonable Efforts to negotiate contractual obligations for such Third Party manufacturers to do so under agreements entered into following the Effective Date.

Century acknowledges and agrees that Century's obligations under this Section 5.3.2 are unique and that BMS would not have entered into this Agreement in the absence of such obligations, and that any material breach or threatened material breach of this Section 5.3.2 by Century will result in irreparable injury to BMS for which damages will be not be an adequate remedy. Accordingly, BMS shall be entitled to specific performance of this Section 5.3.2 in a court of competent jurisdiction.

5.3.3 Subsequent Manufacturing Technology Transfer. Without limiting the foregoing, in the event that Century makes any invention, discovery or improvement in connection with any Collaboration Program that also relates to the manufacture of a Licensed Development Candidate or a Product for which Century has begun or completed a Manufacturing Technology Transfer, Century shall promptly disclose such invention, discovery or improvement to BMS, and shall, at BMS's request, perform a technology transfer with respect to such invention, discovery, or improvement in the same manner as provided in Section 5.3.2; provided that BMS shall reimburse Century for any incremental FTE Costs and Out-of-Pocket Costs incurred by Century to perform such subsequent technology transfer in respect of Licensed Development Candidates and Products for which Century has begun or completed a Manufacturing Technology Transfer.

5.4 License Grants to BMS.

5.4.1 Non-Exclusive Research License. Subject to the terms and conditions of this Agreement, Century hereby grants to BMS a fully-paid, royalty-free, non-exclusive license, with the right to grant sublicenses through multiple tiers (as provided herein) under the Century Patents, Century Know-How and Century's interest in Collaboration IP solely to the extent necessary for BMS to conduct its obligations and exercise its rights under the applicable Research Plan, including to evaluate whether to exercise its License Opt-In for a given Collaboration Program. BMS may sublicense the foregoing license solely to its Affiliates and Third Party subcontractors for the sole purpose of conducting BMS's obligations and exercising its rights under the applicable Research Plan on BMS's behalf.

5.4.2 Exclusive License. Subject to the terms and conditions of this Agreement, upon exercise of each License Opt-In with respect to a Collaboration Program, Century shall grant, and hereby does grant, BMS an exclusive (even as to Century and its Affiliates), sublicensable (including through multiple tiers) license under the Licensed IP to Exploit Licensed Development Candidates from such Collaboration Program and Products in the Field in the Territory. For the avoidance of doubt, if BMS exercises its License Opt-In with respect to a Collaboration Program, all Development Candidates Directed to the applicable Collaboration Target that are generated by or on behalf of Century or its Affiliates during the Research Term shall be deemed optioned by BMS and subject to the exclusive license under this Section 5.4.2.

5.4.3 Right to Sublicense. BMS, without the prior consent of Century, may grant sublicenses (including the right to grant further sublicenses through multiple tiers) under the non-exclusive license it receives under Section 5.4.1 and the exclusive license it receives under Section 5.4.2 to any of its Affiliates or any Third Party; provided that the agreement between BMS and any Sublicensee or Settlement Sublicensee shall be consistent with the terms and conditions of this Agreement. BMS shall remain responsible for its obligations, including payment obligations pursuant to Article 7, under this Agreement that have been delegated, subcontracted or sublicensed to any of its Affiliates, Sublicensees or Third Party subcontractors.

5.4.4 Existing License Agreements. To the extent any rights or technology licensed to Century under the FCDI Agreements are sublicensable or sublicensed to BMS under this Agreement, nothing in this Agreement grants to BMS any rights with respect to such rights or technology that (a) are greater than those granted to Century pursuant to the applicable FCDI

Agreement or (b) require the consent or approval of FCDI unless and until such consent or approval has been obtained.

5.5 License Grants to Century.

5.5.1 Non-Exclusive Research License. Subject to the terms and conditions of this Agreement, BMS hereby grants to Century a fully-paid, royalty-free, non-exclusive license, with the right to grant sublicenses through multiple tiers (as provided herein), effective only during the Research Term, under BMS Background Patents, BMS Background Know-How and BMS's interest in Collaboration IP, solely to the extent necessary for Century to conduct its obligations under the applicable Research Plan or Century Work Plan. Century may grant sublicenses (with the right to grant further sublicenses) under the foregoing license solely to its Affiliates and permitted Third Party subcontractors solely to conduct such obligations under the applicable Research Plan or Century Work Plan on its behalf.

5.5.2 Right to Sublicense. Century may grant sublicenses (including the right to grant further sublicenses through multiple tiers) under the non-exclusive licenses it receives under Section 5.5.1 to any of its Affiliates or any permitted Third Party subcontractors without the prior written consent of BMS; provided that the agreement between Century and any Affiliate or permitted Third Party subcontractor shall be consistent with the terms and conditions of this Agreement. Century shall remain responsible for its obligations under this Agreement that have been delegated, subcontracted or sublicensed to any of its Affiliates or permitted Third Party subcontractors.

5.6 No Implied Licenses. Except as specifically set forth in this Agreement, neither Party shall acquire any license, intellectual property interest or other rights, by implication or otherwise, in any Know-How disclosed to it under this Agreement or under any Patents Controlled by the other Party or its Affiliates.

5.7 Exclusivity.

5.7.1 Reserved Target Exclusivity. During the Designation Term, Century shall not, and shall cause its respective Affiliates not to, directly or indirectly whether for itself or with, for or on behalf of any Third Party (including the grant of any license or option to any Third Party) (a) work on or with (i) any Reserved Target for any indication, or Exploit an iPSC-derived cellular product candidate or product Directed to such Reserved Target for any indication or (ii) any Target that is a component of a Reserved Target, whether as a standalone Target or combined with one or more other Targets, for the Indication for which such Reserved Target would be evaluated as set forth on the Reserved List or (b) license, authorize, appoint, or otherwise enable any Third Party to perform (including by granting an option, covenant not to sue, or other forbearance) any of the activities under clause (a), in each case ((a) and (b)) only for so long as such Reserved Target remains a Reserved Target. By way of example, if a Reserved Target is A + B, then (i) A + B is an exclusive Reserved Target for all indications, (ii) each of A and B alone is an exclusive Reserved Target with respect to the Indication for which such Reserved Target is reserved, (iii) a multi-specific Target that includes A or B is an exclusive Reserved Target with respect to the Indication for which such Reserved Target is reserved even if it also includes C, but (iv) neither A

nor B alone is an exclusive Collaboration Target with respect to an indication other than the Indication for which such Reserved Target is reserved.

5.7.2 Collaboration Target Exclusivity. On a Collaboration Program-by Collaboration Program basis, during the Research Term until License Opt-In for such Collaboration Program and for a period of five (5) years following the License Opt-In for such Collaboration Program (each, a "Collaboration Target Exclusivity Period"), Century shall not, and shall cause its respective Affiliates not to, directly or indirectly whether for itself or with, for or on behalf of any Third Party (including the grant of any license or option to any Third Party) (a) engage in any discovery, research, development, manufacturing, or commercialization activities with respect to an iPSC-derived cellular product candidate or product Directed to (i) the Collaboration Target for such Collaboration Program for any indication or (ii) any Target that is a component of a Collaboration Target, whether as a standalone Target or combined with one or more other Targets, for the Indication for which such Collaboration Target is being evaluated (as set forth in the target product profile within the Research Plan for such Collaboration Program), or (b) license, authorize, appoint or otherwise enable any Third Party to perform (including by granting an option, covenant not to sue, or other forbearance) any of the activities under clause (a). By way of example, if a Collaboration Target is A + B and the Indication for which a Collaboration Target is being evaluated is acute myeloid leukemia, then (i) A + B is an exclusive Collaboration Target for all indications, (ii) each of A and B alone is an exclusive Collaboration Target with respect to acute myeloid leukemia, (iii) a multi-specific Target that includes A or B is an exclusive Collaboration Target with respect to acute myeloid leukemia even if it also includes C, but (iv) neither A nor B alone is an exclusive Collaboration Target with respect to an indication other than acute myeloid leukemia.

5.7.3 Acquisition of Distracting Product. Notwithstanding the provisions of Section 5.7.1 and Section 5.7.2, if Century or any of its Affiliates acquires rights to Exploit a product as the result of a merger, acquisition or combination with or of a Third Party other than a Change of Control of Century (each, an "Acquisition Transaction") and, on the date of the closing of such Acquisition Transaction, such product is being Exploited and such activities would, but for the provisions of this Section 5.7.3, constitute a breach of Section 5.7.1 or Section 5.7.2 (such product, a "Distracting Product"), Century will, within [***] after the closing of such Acquisition Transaction notify BMS in writing of such acquisition and either:

(a) notify BMS in writing that Century or its Affiliate will use Commercially Reasonable Efforts to promptly, but in any event within [***], divest its rights (which may include an exclusive sublicense) to such Distracting Product, in which case, Century or its Affiliate will divest or exclusively sublicense such Distracting Product; provided, however, that Century shall not grant any rights or access in or to (i) Subject Information or (ii) any Patents of Century or any of its Affiliates (other than Patents owned or controlled by such Third Party or Affiliates of such Third Party as of the date immediately prior to such merger, acquisition or combination) in connection with such Distracting Product; provided, further, that if despite Century's use of Commercially Reasonable Efforts, such Distracting Product has not been divested within such [***] period, Century shall notify BMS in writing that it is ceasing all such Exploitation with respect to the Distracting Product, in which case, within [***] (or such longer period as may be agreed by the Parties) after the end of such [***] period, Century and its Affiliates

will cease all such activities, giving due consideration to ethical concerns and requirements under Law; or

(b) notify BMS in writing that it is ceasing all such Exploitation with respect to the Distracting Product, in which case, within [***] days (or such longer period as may be agreed by the Parties) after BMS's receipt of such notice, Century and its Affiliates will cease all such activities, giving due consideration to ethical concerns and requirements under Law.

Prior to the time of divestiture pursuant to clause (a) or prior to the termination of activities pursuant to clause (b), as applicable, Century and its Affiliates will segregate activities relating to the Distracting Product from research, development, commercialization or other Exploitation with respect to Development Candidates, Licensed Development Candidates or Products under this Agreement, and shall ensure that (i) no personnel involved in performing any activities with respect to such Distracting Product have access to non-public plans or information relating to the research, development, commercialization or other Exploitation of Development Candidates, Licensed Development Candidates or Products under this Agreement, (ii) no personnel involved in performing development or commercialization activities with respect to Development Candidates, Licensed Development Candidates or Products under this Agreement have access to non-public plans or information relating to the development or commercialization of such Distracting Product, and (iii) Century does grant any rights or access in or to Subject Information or any Patents of Century or any of its Affiliates (other than Patents owned or controlled by such Third Party or Affiliates of such Third Party as of the date immediately prior to such merger, acquisition or combination) with respect to such Distracting Product; provided that the limitations in clauses (i) through (iii) shall not apply to Century's or its Affiliates rights to Exploit a product acquired as the result of a merger, acquisition or combination with or of a Third Party (other than a Change of Control of Century) that is not a Distracting Product.

5.7.4 Change of Control. If there is a Change of Control of Century, the obligations of Section 5.7.1 and Section 5.7.2 will not apply to, and will not preclude the Acquirer from Exploiting, any program, compound or product of the Acquirer that is being Exploited by the Acquirer prior to the date of such Change of Control that would, but for the provisions of this Section 5.7.4, be subject to Section 5.7.1 or Section 5.7.2 (each, an "Acquirer Program"); provided that (a) Century shall ensure that all activities of such Acquirer with respect to each Acquirer Program (i) do not use and are not based on or incorporate (1) the Century Platform Technology or any Century Know-How or Collaboration Know-How or (2) BMS's Confidential Information, and (ii) are kept separate from the activities performed under or in connection with this Agreement, (b) the Acquirer shall establish reasonable protections to prevent access and sharing by Acquirer of any Subject Information, and (c) no personnel who were employees or consultants of the Acquired Party working on or performing, or who have worked on or performed, any Collaboration Program, or who have had access to Subject Information, will conduct any activities with respect to an Acquirer Program that would, but for the provisions of this Section 5.7.4, be subject to Section 5.7.1 or Section 5.7.2. If, as of the date of such Change of Control, the AML Program is a Terminated Program and BMS has not designated the Second Additional Collaboration Target, then the Co-Promote Option for the Second Additional Collaboration Program will expire upon the date of such Change of Control.

5.7.5 Acknowledgement. Each Party acknowledges and agrees that (a) this Section 5.7 has been negotiated by the Parties, (b) the geographical and time limitations on activities set forth in this Section 5.7 are reasonable, valid and necessary in light of the Parties' circumstances and necessary for the adequate protection of the business of the Products and (c) BMS would not have entered into this Agreement without the protection afforded it by this Section 5.7 and that any material breach or threatened material breach of this Section 5.7 by Century will result in irreparable injury to BMS for which damages will be not be an adequate remedy. Accordingly, BMS shall be entitled to specific performance of this Section 5.7 in a court of competent jurisdiction. If, notwithstanding the foregoing, a court of competent jurisdiction determines that the restrictions set forth in this Section 5.7 are too broad or otherwise unreasonable under Law, including with respect to duration, geographic scope or space, the court is hereby requested and authorized by the Parties to revise this Section 5.7 to include the maximum restrictions allowable under Law.

5.8 Insolvency.

5.8.1 All rights and licenses granted under or pursuant to this Agreement by one Party to the other, but only to the extent they constitute licenses of a right to "intellectual property" as defined in Section 101 of Title 11 of the U.S. Code ("Title 11"), shall be deemed licenses of rights to "intellectual property" for all purposes of Section 365(n) of Title 11 or any analogous provisions in any other country or jurisdiction. In the event that a case under Title 11 is commenced by or against either Party (the "Bankrupt Party"), the other Party shall retain and may fully exercise all of the rights set forth in Section 365(n) of Title 11 or any analogous provisions in any other country or jurisdiction to the maximum extent permitted thereby, including the right to obtain the intellectual property from another entity. During the Term, each Party shall create and maintain current copies to the extent practicable of all such intellectual property. Without limiting the Parties' rights under Section 365(n) of Title 11, if a case under Title 11 or any analogous provisions in any other country or jurisdiction is commenced by or against the Bankrupt Party, the other Party shall be entitled to a complete duplicate of (or complete access to, as appropriate) any and all such intellectual property and all embodiments of such intellectual property, and the same, if not in the possession of such other Party, shall be promptly delivered to such other Party (a) before this Agreement is rejected by or on behalf of the Bankrupt Party, within [***] after such other Party's written request, unless the Bankrupt Party, or its trustee or receiver, elects within [***] to continue to perform all of its obligations under this Agreement, or (b) after any rejection of this Agreement by or on behalf of the Bankrupt Party, if not previously delivered as provided under clause (a) above. All rights of the Parties under this Section 5.8.1 and under Section 365(n) of Title 11 are in addition to and not in substitution of any and all other rights, powers, and remedies that each Party may have under this Agreement, Title 11 and any other Law. Unless and until the Bankrupt Party rejects this Agreement, the Bankrupt Party shall perform this Agreement or provide the intellectual property (including all embodiments of such intellectual property) to the non-Bankrupt Party, and shall not interfere with the rights of the non-Bankrupt Party to such intellectual property, including the right to obtain the intellectual property from another entity. Without limiting the immediately preceding sentence, the non-Bankrupt Party shall have the right to perform the obligations of the Bankrupt Party hereunder with respect to such

intellectual property, but neither such provision nor such performance by the non-Bankrupt Party shall release the Bankrupt Party from any such obligation or liability for failing to perform it.

5.8.2 The Parties agree that they intend the foregoing non-Bankrupt Party rights to extend to the maximum extent permitted by Law and any provisions of applicable contracts with Third Parties, including for purposes of Title 11, (a) the right of access to any intellectual property (including all embodiments thereof) of the Bankrupt Party or any Third Party with whom the Bankrupt Party contracts to perform an obligation of the Bankrupt Party under this Agreement, and, in the case of the Third Party, that is necessary or useful for the development, regulatory approval, commercialization, manufacture or other Exploitation of Licensed Development Candidates and Products and (b) the right to contract directly with any Third Party described in (a) in this sentence to complete the contracted work.

5.8.3 Any intellectual property provided pursuant to the provisions of this Section 5.8 shall be subject to the licenses set forth elsewhere in this Agreement and the payment of all amounts required under Title 11.

5.8.4 In the event that after the Effective Date Century enters into a license agreement with a Third Party with respect to intellectual property that will be sublicensed to BMS hereunder, Century will use commercially reasonable efforts to enable BMS to receive a direct license from any such Third Party in the event that such license agreement between Century and such Third Party is terminated or rejected under Section 365(a) of Title 11 during the Term on account of Century becoming a Bankrupt Party or otherwise.

5.8.5 Notwithstanding anything to the contrary in Article 9, in the event that Century is the Bankrupt Party, BMS may take appropriate actions in connection with the prosecution, maintenance and enforcement of any Century Patents licensed to BMS under this Agreement without being required to consult with Century before taking any such actions; provided that such actions are consistent with this Agreement.

ARTICLE 6.
DEVELOPMENT, COMMERCIALIZATION AND MANUFACTURING OF PRODUCTS

6.1 Development and Commercialization.

6.1.1 General. Following License Opt-In exercise with respect to a Collaboration Program, except for any activities allocated to Century under a Century Work Plan, and subject to the Co-Promote Options, as between the Parties, BMS will have the sole right, directly and through its Affiliates and sublicensees, at its cost and expense, for all development, regulatory, commercialization and any and all other activities related to the applicable Licensed Development Candidates and Products in the Territory and will have the sole decision-making authority with respect thereto. As between the Parties, BMS will own all clinical data, regulatory applications, INDs and Approvals, including all BLAs, for the Licensed Development Candidates and Products arising from the conduct of such activities by BMS, its Affiliates and sublicensees. Without limiting the foregoing, as between the Parties, BMS shall have the sole right, at its cost and expense, to conduct or have conducted (a) all pre-clinical development for the Licensed Development Candidates and Products (provided, that Century shall perform its obligations set

forth in Section 6.2.1 and in the applicable Century Work Plan with respect to IND-Enabling Studies), and (b) all clinical development and commercialization of Licensed Development Candidates and Products.

6.1.2 [***].

6.1.3 Development Updates. No later than June 30 and December 31 of each Calendar Year, BMS shall, at a meeting of the JSC (or if the JSC has been disbanded, then in a meeting with Century), summarize the development of each Product from the Collaboration Programs during the six (6) months ending one (1) month prior to each deadline for providing such report, which reports shall set forth in sufficient detail to allow Century, FCDI (and its licensors) to ascertain progress against the then-current development plan for each Product.

6.2 IND-Enabling Studies.

6.2.1 General. Upon BMS's exercise of a License Opt-In for a Collaboration Program, Century shall conduct any IND-Enabling Studies or other activities for any Licensed Development Candidates from such Collaboration Program set forth in the applicable Century Work Plan or as otherwise required to enable BMS to file an IND with respect to such Collaboration Program. Notwithstanding the specific activities set forth in Schedule 1.47 and irrespective of whether a Century Work Plan has been agreed by the Parties pursuant to Section 4.1.1 for a Collaboration Program, unless otherwise agreed by the Parties, Century shall conduct all IND-Enabling Studies required to file the IND for such Collaboration Program, including any process development activities, all the costs of which shall be deemed Reimbursable Work Plan Expenses. Each Party may propose an amendment to the Century Work Plan by submitting such proposed amendment in writing to the JSC (or a Working Group), for review and approval, subject to the final decision-making process set forth in Section 2.3.1. Century shall provide BMS (through the appropriate Working Group and in a form acceptable to the JSC) with quarterly written reports of the work performed under each Century Work Plan, the results achieved by Century, all Know-How and other information (including raw data) with respect thereto, and all reports or other deliverables specified under such Century Work Plan and such other reports and data required for BMS to file the IND and shall also promptly notify BMS of any significant data, activities or events that occur under the applicable Century Work Plan. Century shall promptly share the data and results of all activities performed by or on behalf of Century under each Century Work Plan.

6.2.2 Performance; Cost. Century shall perform any IND-Enabling Studies for which Century is responsible in accordance with the applicable Century Work Plan and BMS's reasonable instructions. On a Calendar Quarterly basis, BMS will reimburse Century for the reasonable and verifiable FTE Costs and Out-of-Pocket Costs incurred by Century in accordance with GAAP in connection with conducting the activities assigned to Century under the Century Work Plan in accordance with the budget set forth therein, without any margin or mark-up (collectively, "Reimbursable Work Plan Expenses"). Century shall, within [***] after the end of each Calendar Quarter for which Century seeks reimbursement for Reimbursable Work Plan Expenses, send a report and invoice to BMS detailing the Reimbursable Work Plan Expenses during such Calendar Quarter (including the number of hours worked by FTEs and any Out-of-Pocket Costs) and shall provide such other documentation as BMS may reasonably request to

verify such Reimbursable Work Plan Expenses. Such reports and invoices shall specify in reasonable detail all expenses included in such FTE Costs and Out-of-Pocket Costs during such Calendar Quarter. Payment with respect to such invoices shall be due within [***] after receipt by BMS of such report, invoice, and other documentation reasonably requested by BMS; provided, however, that if BMS in good faith disputes any portion of any such invoice, it shall pay the undisputed portion and shall provide Century with notice of the disputed portion and its reasons therefor, and BMS shall not be obligated to pay such disputed portion unless and until such dispute is resolved in favor of Century.

6.3 Century Co-Promote Option.

6.3.1 Grant of Option. With respect to each of the AML Program and the Collaboration Program for the Second Additional Collaboration Target (if any), BMS hereby grants to Century the option to, at Century's cost and expense, to elect to conduct [***] ([***]%) (but no less or more than [***] ([***]%)) of the detailing effort with respect to Products from such Collaboration Program in the United States (each, a "Co-Promote Option"). BMS will keep Century reasonably informed of the planned Commercialization of such Products, as applicable, in the Field in the Territory, and, no later than [***] months prior to the date that is reasonably expected for the first Approval for the first indication for a Co-Promotion Product from the applicable Collaboration Program in the U.S., provide Century with written notice thereof (each, an "Co-Promotion Option Notice"). Century may exercise the applicable Co-Promote Option by providing written notice to BMS within [***] following Century's receipt of the applicable Co-Promotion Option Notice (the "Co-Promote Opt-in Deadline"). If Century does not exercise such Co-Promote Option prior to the applicable Co-Promote Opt-in Deadline, or in the event of any Change of Control of Century (or any of its controlling Affiliates) prior to Century's exercise of the applicable Co-Promote Option as provided for in Section 6.3.2, the Co-Promote Option will expire, and Century shall have no further rights with respect to such Co-Promote Option.

6.3.2 Option Exercise. If Century exercises the Co-Promote Option for any Co-Promotion Products, Century and BMS will promptly negotiate in good faith an agreement (the "Co-Promotion Agreement"), which will contain the terms set forth on Schedule 6.3.2 (Co-Promotion Agreement Terms) and other reasonable and customary terms for similar arrangements. Century shall not perform any promotional activities or otherwise commercialize Co-Promotion Products until the Parties have executed such Co-Promotion Agreement. Century shall detail the Co-Promotion Products at its sole cost and expense and shall be responsible for all costs and expenses it incurs under or in connection with a Co-Promotion Agreement.

6.4 Manufacture.

6.4.1 Subject to Century's right and obligation to manufacture and supply described in Section 6.4.2, and except as otherwise may be agreed by the Parties, following the License Opt-In for a Collaboration Program in accordance with Section 5.3.2, as between the Parties, BMS will have the exclusive right to manufacture (including having an Affiliate or Third Party manufacture on its behalf) all Licensed Development Candidates and Products for such Collaboration Program (including all such manufacturing for use in Clinical Trials, GLP toxicology studies and for commercial sale), including all activities related to developing the process, analytics and formulation for the manufacture of clinical and commercial quantities of

Licensed Development Candidates and Products, the production, manufacture, processing, filling, finishing, packaging, labeling, inspection, receiving, holding and shipping of Licensed Development Candidates and Products, or any raw materials or packaging materials with respect thereto, or any intermediate of any of the foregoing, including process and cost optimization, process qualification and validation, commercial manufacture, stability, in-process and release testing, quality assurance and quality control. For clarity, Century shall be solely responsible for manufacturing and supplying Development Candidates for the conduct of the Research Plans at its sole cost and expense.

6.4.2 Until the later of completion of Proof of Concept and successful Manufacturing Technology Transfer following the License Opt-In for a Collaboration Program in accordance with Section 5.3.2 or as otherwise agreed by the Parties, Century shall have the obligation to, and unless BMS has paid the Technology Transfer Fee Century shall have the right to, manufacture and supply to BMS all supply of Licensed Development Candidates and Products as BMS may request for all development activities with respect to the applicable Collaboration Program (including IND-Enabling Studies) at Century's actual Manufacturing Costs directly related to such supply without any margin or mark-up. Within [***] of a request by BMS, the Parties shall mutually agree upon and enter into a clinical supply agreement and quality agreement pursuant to which Century would supply the applicable Licensed Development Candidates and Products to BMS at Century's actual Manufacturing Costs directly related to such supply without any margin or mark-up, consistent with this Agreement and otherwise consistent with customary and standard terms for a contract manufacturing organization. BMS shall have the right, at its own cost, to conduct an initial audit prior to execution of any clinical supply agreement and quality agreement, and subsequent audits, of any facility at which the manufacture of Licensed Development Candidates and Products under such agreements will be or is performed and of all suppliers of materials therefor, including any relevant books and records.

6.5 Regulatory; Serious Adverse Event Reporting.

6.5.1 As between BMS and Century, BMS shall have sole responsibility and decision making authority with respect to regulatory matters for Licensed Development Candidates and Products (including the content of any regulatory filing or dossier, interactions with Regulatory Authorities, pharmacovigilance reporting, labeling, safety and the decision to file or withdraw any IND or Approval (including any MAA) or to cease or suspend any Clinical Trial). BMS shall have sole responsibility for preparing and submitting all regulatory materials and applications for INDs and Approvals for Products in the Territory, including preparing, submitting and holding all INDs, Clinical Trial agreements (CTAs) and Approvals for Products; provided, that Century shall, at its sole cost and expense, cooperate fully with BMS and provide to BMS all Know-How, documents, reports and records in the possession or control of Century or any of its Affiliates, including any rights of reference, in each case as may be reasonably requested by BMS, and any reports that Century is required to provide under a Research Plan or Century Work Plan in order to prepare or support any regulatory materials for Products in the Field in the Territory (including reasonable assistance in preparing and submitting INDs with respect to Licensed Development Candidates) and interactions with any Regulatory Authority in connection with development or regulatory approval of Products. As between the Parties, BMS will own all regulatory materials, INDs and Approvals (including MAAs) for Products and all such regulatory

materials, INDs and Approvals (including MAAs) shall be submitted in the name of BMS (or its Affiliate, sublicensee or designee, as applicable).

6.5.2 Coordination. On a Collaboration Program-by-Collaboration Program and Major Market-by-Major Market basis, until the date of first Approval in such Major Market for a Product with respect to such Collaboration Program, BMS shall provide Century with reasonable advance notice of any scheduled meeting, conference, discussion or other communication with a Regulatory Authority in such Major Market concerning any material matter relating to a Product within two (2) Business Days after the scheduling of such meeting, including copies of all related documents and other relevant information relating to such meetings, conferences, discussions or other communications. Century shall have the right to have reasonable representation, not to exceed one (1) employee (unless otherwise agreed by the Parties), present at such meetings, conferences, discussions and other communications. In addition, with respect to each Product, on a Major Market-by-Major Market basis, until the date of first Approval for a Product in such Major Market with respect to such Collaboration Program, BMS shall promptly provide Century with, as applicable: (a) copies of all regulatory correspondence to or from the Regulatory Authorities in such Major Market; (b) advance copies of material, non-recurring submissions and filings (e.g., INDs, BLAs, major supplements or amendments to the foregoing, material labeling supplements, Regulatory Authority meeting requests and core data sheets and filings related to new indications and proposed labeling) to the Regulatory Authorities in such Major Market and a reasonable opportunity to comment in advance on such submissions, which comments BMS shall consider in good faith; (c) notices of any revocations of Approvals with respect to any such Product and any Product recalls or withdrawals in such Major Markets; and (d) reasonable responses to inquiries by Century regarding the Approval and other regulatory activities for any Product in such Major Market.

6.5.3 Serious Adverse Event Reporting. Following License Opt-In for a Collaboration Program, as required by Laws, the Parties shall agree upon a pharmacovigilance agreement to govern the sharing and mutual review of material safety information attributable to Licensed Development Candidates and Products for such Collaboration Program.

6.5.4 Clinical Safety, Efficacy and Translational Information. At the same time as the Parties are negotiating the Century Work Plans for the two Initial Collaboration Targets as set forth in Section 4.1.1, the Parties shall negotiate in good faith and enter into a data sharing agreement to govern the sharing and mutual review of material safety, efficacy and translational information attributable to Licensed Development Candidates and Products for all of the Collaboration Programs.

6.6 Diligence. On a Collaboration Program-by-Collaboration Program basis, BMS shall use Commercially Reasonable Efforts to [***].

ARTICLE 7.
PAYMENTS; ROYALTIES AND REPORTS

7.1 Upfront Payment. BMS shall pay Century a one-time, non-refundable, non-creditable payment in the amount of one hundred million Dollars ($100,000,000) within [***] after the Effective Date.

7.2 Collaboration Program Selection Fee. For each Additional Collaboration Program that BMS adds pursuant to Section 3.5, BMS shall pay to Century a non-refundable, non-creditable payment of [***] Dollars ($[***]) within [***] following approval of the Research Plan for the applicable Additional Collaboration Program (each, a "Collaboration Program Selection Fee").

7.3 License Opt-In Exercise Fee. For each Collaboration Program for which BMS exercises the License Opt-In, BMS shall pay to Century a non-refundable, non-creditable payment of [***] Dollars ($[***]) within [***] following exercise of the applicable License Opt-In (each, a "License Opt-In Exercise Fee").

7.4 Technology Transfer Fee. For the first (and only the first) Collaboration Program for which BMS requests that Century effect a Manufacturing Technology Transfer prior to achievement of Proof of Concept for a Licensed Development Candidate from such Collaboration Program, BMS shall pay to Century a one-time, non-refundable, non-creditable payment of [***] Dollars ($[***]) within [***] following such request (the "Technology Transfer Fee"). For the avoidance of doubt, the Technology Transfer Fee shall be payable only once, regardless of the number of Collaboration Programs for which BMS requests that Century effect a Manufacturing Technology Transfer prior to achievement of Proof of Concept for a Licensed Development Candidate from such Collaboration Program, and no Technology Transfer Fee shall be due for either of (i) any Manufacturing Technology Transfer at or after achievement of Proof of Concept for the applicable Collaboration Program or (ii) any Minimum Viable Process Transfer. If BMS has paid the Technology Transfer Fee with respect to a Collaboration Program, [***].

7.5 Milestone Payments. BMS shall pay to Century the milestone payments set forth in this Section 7.5 within the period of time set forth herein.

7.5.1 Event Milestones. On a Collaboration Program-by-Collaboration Program basis for each Collaboration Program for which BMS has exercised the License Opt-In, BMS shall, in connection with the first occurrence of each milestone event listed below with respect to the first Product directed to the applicable Collaboration Target, pay Century the milestone payments listed below in accordance with the procedure set forth in Section 7.5.3. Subject to Section 7.9, each such payment shall be non-refundable and non-creditable.

Collaboration Program Milestone	Milestone Payment
[***]	$[***]
[***]	$[***]; provided that [***]
[***]	$[***]
[***]	$[***]
[***]	$[***]
Maximum potential milestone payments per Collaboration Program	$235,000,000

For clarity, the milestone payments listed above shall be made only once for each Collaboration Program (as applicable), upon the first achievement of each relevant milestone by the first Product to achieve such milestone for a particular Collaboration Program (as applicable). No amounts shall be due for subsequent or repeated achievements, whether for the same or different Product, or whether in respect of different indications. If a Collaboration Program

Milestone for a Collaboration Program tied to Approval in any jurisdiction is achieved prior to Initiation of a Pivotal Clinical Trial in such Collaboration Program, then the Collaboration Program Milestone tied to Initiation of the first Pivotal Clinical Trial for such Collaboration Program shall be deemed to have been achieved on the same date that such Approval milestone is achieved.

7.5.2 Sales Milestones. BMS shall pay to Century the following one-time sales-based milestone payments on a Product-by-Product basis, with respect to each Product from a Collaboration Program for which BMS has exercised the License Opt-In, based on the total Net Sales of such Product in a given Calendar Year in the Territory by BMS, its Affiliates and Sublicensees. Subject to Section 7.9, each payment shall be in accordance with the procedure set forth in Section 7.5.3, and shall be non-refundable and non-creditable.

Net Sales Threshold	Sales-Based Milestone
Total annual Net Sales of the Product in the Territory in a single Calendar Year greater than or equal to $[***]	$[***]
Total annual Net Sales of the Product in the Territory in a single Calendar Year greater than or equal to $[***]	$[***]
Total annual Net Sales of the Product in the Territory in a single Calendar Year greater than or equal to $[***]	$[***]
Total annual Net Sales of the Product in the Territory in a single Calendar Year greater than or equal to $[***]	$[***]
Maximum potential sales-based milestone payments for a Product	$500,000,000

For clarity, the milestone payments listed above shall be made only once for each Product upon the first achievement of each relevant milestone by such Product regardless of the number of years in which such Product achieves any particular milestone.

7.5.3 Notice of Event Milestone Achievement. BMS shall notify Century in writing within [***] following the achievement of each milestone event set forth in Section 7.5.1 and within twenty (20) Business Days of the end of the Calendar Year in which any milestone event in Section 7.5.2 is achieved, and BMS shall, (a) with respect to achievement of each milestone event set forth in Section 7.5.1, within [***] following the achievement of each such milestone event, and (b) with respect to achievement of each milestone event set forth in Section 7.5.2, within [***] following the end of the Calendar Year in which such milestone event was achieved, in each case ((a) and (b)), pay Century the appropriate milestone payment.

7.6 Royalties.

7.6.1 Royalties for Products.

(a) Commencing on the First Commercial Sale of a Product in the Territory, BMS shall pay Century royalties on a Calendar Quarter or Calendar Year basis (as described below) with respect to Net Sales during such Calendar Quarter or Calendar Year, for each Collaboration Program for which BMS has exercised the License Opt-In calculated on a Product-by-Product and country-by-country basis, as set forth in this Section 7.6.

(b) During the applicable Royalty Term in a country in the Territory, on a Product-by-Product basis, BMS shall pay to Century a tiered royalty on annual worldwide Net Sales of such Product on a Calendar Quarter basis based on the following royalty rates:

Portion of Total Annual Net Sales of Such Product	Royalty Rate
Up to and equal to $[***];	[***]%
Greater than $[***] and less than or equal to $[***];	[***]%
Greater than $[***] and less than or equal to $[***];	[***]%
Greater than $[***].	[***]%

By way of example, if the annual worldwide Net Sales of a particular Product in the Territory in a particular Calendar Year are $[***], the amount of royalties payable hereunder for such Product shall be calculated as follows (subject to any applicable reductions under this Article 7): ([***]% x $[***]) + ([***]% x $[***]) + ([***]% x $[***]) + ([***]% x $[***]) = $[***].

7.6.2 Royalty Term. BMS's royalty payment obligation shall expire, on a Product-by-Product and country-by-country basis, on the later of: (i) twelve (12) years after the First Commercial Sale of the Product in such country; (ii) the date on which there is no longer a Valid Claim within the Century Patents or the jointly-owned Product Specific Collaboration Patent that Covers the sale of such Product in such country; or (iii) the date on which any applicable regulatory, pediatric, orphan drug or data exclusivity expires in such country (such period, the "Royalty Term"); [***]. BMS shall have no obligation to pay any royalty with respect to Net Sales of any Product in any country (or jurisdiction) in the Territory after the Royalty Term for such Product in such country (or jurisdiction) has expired (including for sales of any such Product in such country (or jurisdiction) held in inventory (determined in accordance with GAAP) to the extent such sales do not result in Net Sales prior to the date of expiration of the applicable Royalty Term in accordance with GAAP) and from and after the expiration of such Royalty Term in such country (or jurisdiction), Net Sales of such Product in such country (or jurisdiction) shall be excluded for purposes of calculating the Net Sales thresholds and ceilings set forth in Section 7.5.2 and Section 7.6.1.

7.6.3 Royalty Reduction Due to Biosimilar Competition. If during any Calendar Quarter during the Royalty Term for a Product there are one (1) or more Biosimilar Products being sold in a country with respect to such Product, then the royalty rates otherwise payable under this Agreement with respect to such Product in such country for such Calendar Quarter shall be reduced as follows but in no event shall the effective royalty rate be reduced to less than [***]% of Net Sales of such Product in such country; provided that BMS may deduct from royalties due in

subsequent Calendar Quarters any amount that it was not able to deduct as a result of this sentence (provided that royalties in such subsequent Calendar Quarters shall not be less than [***]% of Net Sales of such Product in such country):

(a) By [***] percent ([***]%), in the event that in any Calendar Quarter such Biosimilar Product(s), by unit equivalent volume in such country, exceed a [***] percent ([***]%) share of the market;

(b) by [***] percent ([***]%), in the event that in any Calendar Quarter such Biosimilar Product(s), by unit equivalent volume in such country, exceed a [***] percent ([***]%) share of the market; or

(c) by [***] percent ([***]%), in the event that in any Calendar Quarter such Biosimilar Product(s), by unit equivalent volume in such country, exceed a [***] ([***]%) share of the market.

Market share shall be based on the aggregate market in such country of such Product and the Biosimilar Product(s) (based on the number of units of such Product and such Biosimilar Product(s) in the aggregate sold in such country, as reported by a well-known reporting service agreed between the Parties acting reasonably (e.g., IMS International)).

7.6.4 Royalty Reductions Due to Licenses Required by Governments. If a court or governmental agency of competent jurisdiction exercises march-in rights or otherwise requires BMS or any of its Affiliates or its or their sublicensees to grant a compulsory license to a Third Party permitting such Third Party to make and sell a Product in a country (or jurisdiction) in the Territory, then upon the commercial launch of the first product licensed pursuant to such compulsory license in such country (or jurisdiction), the royalty rates for such Product set forth in Section 7.6.1 shall be reduced by [***] percent ([***]%) thereafter with respect to such country (or jurisdiction).

7.6.5 Offset for Third Party Payments.

(a) Subject to Section 7.6.5(b), BMS may deduct from the royalties otherwise owed to Century pursuant to Section 7.6.1 (as adjusted by the other provisions of Section 7.6), [***] percent ([***]%) of (i) all Third Party license payments, milestone payments, royalties and other payments owed by BMS or its Affiliates under any Collaboration Target Agreement (including any agreement entered into in settlement of a Third Party's Claim pursuant to Section 9.5) in each case, after the application of any stacking provision in any such agreement but excluding any Collaboration Target Agreement that grants rights with respect to BMS Background Patents or BMS Background Know-How covering a chimeric antigen receptor or an engineered T-cell receptor or any other molecule used in a Collaboration Program for the purposes of binding to, inhibiting, modulating or otherwise interacting with a Collaboration Target (which exclusion also applies to any agreement entered into in settlement of a Third Party's Claim pursuant to Section 9.5 with respect to such BMS Background Patents or BMS Background Know-How), (ii) all Third Party license payments, milestone payments, royalties and other payments owed by BMS or its Affiliates under any Other Collaboration Agreements in each case, after the application of any stacking provision in any such agreement and (iii) any Out-of-Pocket Costs incurred in

connection with (including any damages or awards owed in connection with a judgment with respect to) a Third Party Infringement Claim pursuant to Section 9.5 other than Third Party Infringement Claims with respect to BMS Background Patents or BMS Background Know-How covering a chimeric antigen receptor or an engineered T-cell receptor or any other molecule used in a Collaboration Program for the purposes of binding to, inhibiting, modulating or otherwise interacting with a Collaboration Target; provided that if any such judgment or agreement is required in connection with a breach of the Agreement by Century, the foregoing [***] percent ([***]%) limitation will not apply, and BMS shall have the right to deduct [***] percent ([***]%) of such payments.

(b) BMS may deduct from the royalties otherwise owed to Century pursuant to Section 7.6.1 (as adjusted by the other provisions of Section 7.6) (i) [***] percent ([***]%) of all Third Party license payments, milestone payments, royalties and other payments owed by BMS or its Affiliates under Other Century Collaboration IP Agreements (including any agreement entered into in settlement of a Third Party's Claim solely directed to the practice of Century General Collaboration IP or Century Platform Technology Collaboration IP pursuant to Section 9.5), (ii) [***] percent ([***]%) of all Third Party license payments, milestone payments, royalties and other payments owed by BMS or its Affiliates under any Other Platform Agreement (including any agreement entered into in settlement of a Third Party's Claim solely directed to the practice of the Century Platform Technology pursuant to Section 9.5), and (iii) [***] percent ([***]%) of any money damages for which Century is found liable in any arbitration pursuant to Section 13.5.2 with respect to any uncured material breach of this Agreement by Century.

(c) If after application of this Section 7.6.5 and Section 9.5, except as set forth in Section 7.6.5(b)(ii)-(iii), royalties payable to Century for any given Calendar Quarter would be less than [***] percent ([***]%) of the royalties payable to Century without application of such Sections, then the royalty payment to Century for such Calendar Quarter will be [***] percent ([***]%) of the royalties payable to Century without application of such Sections, and BMS may deduct from royalties due in subsequent Calendar Quarters any amount that it was not able to deduct as a result of this Section 7.6.5(c) (provided that in each case royalties in subsequent Calendar Quarters shall not be less than [***] percent ([***]%) of the royalties payable to Century without application of this Section 7.6.5 and Section 9.5).

7.6.6 Reports; Payment of Royalty.

(a) During the Royalty Term, BMS shall within [***] after the end of each Calendar Quarter furnish to Century a written report for such Calendar Quarter showing (i) for each of the Major Markets, on a Product-by-Product basis, the Net Sales and royalties due during such Calendar Quarter, and (ii) for all other sales outside of the Major Markets, on a Product-by-Product basis, the Net Sales and royalties due during such Calendar Quarter.

(b) BMS shall pay all royalties due under Section 7.6.1(b) within [***] after the end of each Calendar Quarter.

7.7 Other Invoiced Amounts. For all amounts for which a Party (the "Owing Party") is obligated to reimburse or pay the other Party (the "Owed Party") pursuant to this Agreement for which no specific provision is made hereunder for such payment, the Owed Party shall send to the

Owing Party an invoice for such amount within forty-five (45) days after the Owed Party's determination that such amount is payable by the Owing Party, which invoice shall include a reference to the section of this Agreement under which the Owed Party is requesting reimbursement or payment and be accompanied by reasonable documentation of the incurrence or accrual of the costs to be reimbursed. Payment with respect to each such invoice shall be due within [***] after receipt by the Owing Party of such invoice and such reasonable documentation and shall be made in accordance with Section 7.12; provided, however, that if the Owing Party in good faith disputes any portion of any such invoice, it shall pay the undisputed portion and shall provide the Owed Party with written notice of the disputed portion and its reasons therefor, and the Owing Party shall not be obligated to pay such disputed portion unless and until such dispute is resolved in favor of the Owed Party. The Parties shall use good faith efforts to resolve any such disputes promptly.

7.8 Payment Date. Any undisputed payments that are not paid within [***] of the date such amount is due shall bear interest at an annual rate equal to the lesser of (a) the "prime rate" as reported by *The Wall Street Journal*, plus one percent (1%), or (b) the highest rate permitted by Law, in each case calculated on the number of days such payment is delinquent, compounded monthly; except that, with respect to any disputed payments, no interest payment will be due on the disputed amount until such dispute is resolved in favor of the Owed Party and the interest that will be payable thereon will be based on the finally-resolved amount of such payment, calculated from the original date on which the disputed payment was due through the date on which payment is actually made.

7.9 Right to Offset. Notwithstanding anything to the contrary in this Agreement, each Party shall have the right to offset any amount owed by the other Party to such first Party under or in connection with this Agreement against any payments owed by such first Party to such other Party under this Agreement. Such offsets shall be in addition to any other rights or remedies available under this Agreement and applicable Law.

7.10 Audits.

7.10.1 Audit Team. Either Party may, upon such Party's request and at such Party's expense (except as provided for herein), cause an internationally recognized independent accounting firm selected by such Party (except one to whom the audited Party has a reasonable objection) (the "Audit Team") to audit, during ordinary business hours, the books and records of the other Party and its Affiliates and the correctness of any payment made or required to be made, and any report underlying any such payment (or lack thereof), pursuant to the terms of this Agreement. Prior to commencing its work pursuant to this Agreement, the Audit Team will enter into an appropriate confidentiality agreement with the audited Party obligating the Audit Team to be bound by obligations of confidentiality and restrictions on use of the audited Party's Confidential Information that are no less restrictive than the obligations set forth in Article 8.

7.10.2 Limitations. (a) Each Party and each of its Affiliates may be audited only once per Calendar Year, (b) no books and records for any given Calendar Year may be audited more than once, but a Party's and its Affiliates' books and records shall still be made available if such records impact another Calendar Year being audited, and (c) the auditing Party shall only be

entitled to audit books and records of the other Party from the three (3) Calendar Years prior to the Calendar Year in which the audit request is made.

7.10.3 Audit Notice. In order to initiate an audit for a particular Calendar Year, a Party must provide written notice of such audit to the other Party. The auditing Party shall provide the other Party with notice of one (1) or more proposed dates of the audit not less than [***] prior to the first proposed date. The audited Party shall, and shall ensure that its Affiliates, reasonably accommodate the scheduling of such audit. The audited Party shall, and shall ensure that its Affiliates, provide the Audit Team(s) with full access to the applicable books and records and otherwise reasonably cooperate with such audit.

7.10.4 Payments. The Audit Team shall disclose only whether the reports are correct or not, and the specific details concerning any discrepancies. No other information shall be shared. The cost of each audit shall be borne by the auditing Party unless an audit reveals an underpayment, if Century is the auditing Party, or overpayment, if BMS is the auditing Party, of more than the greater of [***] percent ([***]%) from the reported amounts or [***] Dollars ($[***]), in which case the audited Party shall bear the cost of such audit. Unless disputed pursuant to Section 7.10.5, if such audit concludes that (x) additional amounts were owed by one Party to the other Party, the owing Party shall pay the additional amounts (and, if such additional amounts are owed due to an error in an invoice or report provided by such owing Party, with interest thereon as provided in Section 7.8) or (y) excess payments were made by one Party to the other Party, the overpaid Party shall reimburse such excess payments (and, if such excess payments were made due to an error in an invoice or report provided by such overpaid Party, with interest thereon as provided in Section 7.8), in either case ((x) or (y)), within [***] after the date on which such audit is completed by the auditing Party.

7.10.5 Audit Disputes. In the event of a dispute with respect to any audit under Section 7.10, Century and BMS shall work in good faith to resolve such dispute. If the Parties are unable to reach a mutually acceptable resolution of any such dispute within [***], the dispute shall be submitted for resolution to a certified public accounting firm jointly selected by each Party's certified public accountants or to such other Person as the Parties shall mutually agree (the "Audit Arbitrator"). The decision of the Audit Arbitrator shall be final and the costs of such resolution as well as the initial audit shall be borne between the Parties in such manner as the Audit Arbitrator shall determine. If such decision concludes that (a) additional amounts were owed by one Party to the other Party, the owing Party shall pay the additional amounts (and, if such additional amounts are owed due to an error in an invoice or report provided by such owing Party, with interest thereon as provided in Section 7.8) or (b) excess payments were made by one Party to the other Party, the overpaid Party shall reimburse such excess payments (and, if such excess payments were made due to an error in an invoice or report provided by such overpaid Party, with interest thereon as provided in Section 7.8), in either case ((a) or (b)), within [***] after such decision and in accordance with such decision.

7.11 Tax Matters.

7.11.1 Withholding Taxes.

(a) Century will pay any and all taxes levied on it on account of all payments it receives under this Agreement. BMS shall be entitled to deduct and withhold from any amounts payable under this Agreement such taxes as are required to be deducted or withheld therefrom under any provision of Law. BMS shall: (i) deduct those taxes from such payment, (ii) timely remit the taxes to the proper taxing authority, and (iii) send evidence of the obligation, together with proof of tax payment, to Century on a timely basis following that tax payment. BMS agrees to cooperate with Century in claiming refunds or exemptions from, or reductions in, such deductions or withholdings under any Law or treaty to ensure that any amounts required to be withheld pursuant to this Section 7.11 are reduced to the fullest extent permitted by Law. In addition, the Parties shall cooperate to minimize indirect taxes (such as value added tax, sales tax, consumption tax and other similar taxes) in connection with this Agreement, as applicable.

(b) If as a result of a Change of Control or reorganization of BMS (such as an inversion or re-domestication transaction) or BMS assigning this Agreement, BMS is required to deduct or withhold any tax on any payment to Century which tax did not apply or would not have applied in the absence of such Change of Control, reorganization or assignment, then BMS shall pay Century such additional amount or amounts as is necessary to ensure that the net amount actually received by Century will equal the full amount Century would have received had no such deduction or withholding been required (including, without limitation, such deductions and withholdings applicable to additional sums payable under this Section 7.11.1(b)).

7.11.2 Tax Documentation. Each Party has provided a properly completed and duly executed IRS Form W-9 or applicable Form W-8 to the other Party. Each Party shall provide to the other Party, at the time or times reasonably requested by such other Party, or as required by Law, such properly completed and duly executed documentation (for example, IRS Forms W-8 or W-9) as will permit payments made under this Agreement to be made without, or at a reduced rate of, withholding for taxes, and the applicable payment shall be made without (or at a reduced rate of) withholding to the extent permitted by such documentation, as reasonably determined by BMS.

7.11.3 German Exemption Certificate. If at any time the Licensed IP includes any intellectual property that is registered in a German public book or register, Century shall obtain and provide BMS with a valid certificate issued by the applicable German tax authorities establishing Century's exemption from German withholding tax (a "German Exemption Certificate"). Such intellectual property should be considered registered as soon as the application is filed (even if it is not yet granted) and IP should be considered registered in Germany if it has been filed with the German or EU office (in the case of patents, the German Patent and Trademark Office (Deutsches Patent- und Markenamt) or the European Patent and Trademark Office under the European Patent Convention). If any payment is due to Century hereunder, after June 30, 2022 with respect to such Licensed IP after and at the time such payment is to be made, BMS is not in possession of a valid and effective German Exemption Certificate, BMS shall inform Century and Century may elect to either have (a) BMS delay making such payment until such time as BMS receives such a German Exemption Certificate or (b) BMS withhold such amounts from such payment as determined by BMS. If BMS withholds any amount under (b) above, BMS shall remit

such withheld amount to the applicable German tax authorities and provide BMS with reasonable evidence of such payment.

7.12 Payment Method and Exchange Rate. BMS shall pay all amounts due hereunder in United States dollars by electronic funds transfer of immediately available funds to the bank account Century designates in writing from time to time. Conversion of sales recorded in local currencies to United States dollars shall be performed in a manner consistent with BMS's normal practices used to prepare its audited financial statements for internal and external reporting purposes.

ARTICLE 8.
CONFIDENTIALITY AND PUBLICATION

8.1 Confidential Information. "Confidential Information" means any data, information or material disclosed by one Party (the "Disclosing Party") in writing, visually, orally or in electronic medium to the other Party (the "Receiving Party") under this Agreement. Notwithstanding the foregoing, (a) except as set forth in clauses (b) and (c), Confidential Information constituting the terms of this Agreement and jointly-owned Collaboration Know-How shall be deemed to be the Confidential Information of both Parties (and both Parties shall be deemed to be the Receiving Party and the Disclosing Party with respect thereto), (b) prior to exercise of a License Opt-In by BMS with respect to a Collaboration Program, until the expiration of the License Opt-In Period for such Collaboration Program, for purposes of disclosure under this ARTICLE 8, all Century Know-How and Collaboration Know-How that specifically relates to a Development Candidate, Cell Bank, or Collaboration Target from a Collaboration Program (which, for the avoidance of doubt, does not include any Know-How specifically related to the Century Platform Technology) shall be deemed to be [***], and (c) notwithstanding clause (a) or clause (b), upon exercise of a License Opt-In by BMS with respect to a Collaboration Program, for purposes of disclosure under this ARTICLE 8, all Century Know-How and Collaboration Know-How that specifically relate to a Product arising from such Collaboration Program or a Licensed Development Candidate (which, for the avoidance of doubt, shall not include any Know-How specifically related to the Century Platform Technology) shall be deemed to be [***].

8.2 Nondisclosure Obligation. Subject to Section 8.3 and Section 8.4, unless the Disclosing Party provides prior written consent in its sole discretion, the Receiving Party shall maintain in confidence all Confidential Information of the Disclosing Party, shall not disclose such Confidential Information to any Third Party and shall not use such Confidential Information for any purpose except to exercise such Party's rights or fulfill its obligations under this Agreement. The Receiving Party may disclose or otherwise provide access to the Disclosing Party's Confidential Information to its and its Affiliates' respective officers, directors, employees, agents, consultants, permitted (sub)licensees, and Third Party subcontractors ("Agents") as necessary in connection with the exercise of its rights or performance of its obligations under this Agreement; provided that such individuals are subject to obligations of confidentiality and non-use that are consistent with the terms of this Agreement. The Receiving Party shall be responsible for and liable under this Agreement with respect to any breach of its confidentiality and non-use obligations caused by its Agents.

8.3 Exceptions. Each Party's confidentiality and non-use obligations under this Agreement shall not apply to any portion of the Confidential Information of the Disclosing Party that the Receiving Party can demonstrate with competent written proof:

8.3.1 is known by the Receiving Party at the time of its receipt, without obligation of confidentiality or non-use, and not through a prior disclosure by the Disclosing Party, as documented by the Receiving Party's written records;

8.3.2 is in the public domain before its receipt from the Disclosing Party, or thereafter enters the public domain through no fault of the Receiving Party or with the consent of the Disclosing Party;

8.3.3 is subsequently disclosed to the Receiving Party, without obligation of confidentiality or non-use, by a Third Party who may lawfully do so and who is not under an obligation of confidentiality to the Disclosing Party; or

8.3.4 is developed by the Receiving Party independently of Confidential Information received from the Disclosing Party and without the aid, application or use of the Disclosing Party's Confidential Information;

provided, however, that the exceptions set forth in Section 8.3.1 and Section 8.3.4 shall not apply to (a) any Collaboration Know-How within the Collaboration IP assigned to BMS under Section 9.2.4 in the case of Century as the Receiving Party, (b) the terms of the Agreement, (c) jointly-owned Collaboration Know-How, (d) in the case of Century as the Receiving Party, until the expiration of the License Opt-In Period for such Collaboration Program, for purposes of disclosure under this ARTICLE 8, all Century Know-How and Collaboration Know-How that specifically relates to a Development Candidate, Licensed Development Candidate, Cell Bank, or Collaboration Target from a Collaboration Program (which, for the avoidance of doubt, does not include any Know-How specifically related to the Century Platform Technology), and (e) in the case of Century as the Receiving Party, upon exercise of a License Opt-In by BMS with respect to a Collaboration Program, for purposes of disclosure under this ARTICLE 8, all Century Know-How and Collaboration Know-How that specifically relate to a Product arising from such Collaboration Program or a Licensed Development Candidate (which, for the avoidance of doubt, shall not include any Know-How specifically related to the Century Platform Technology).

Specific aspects or details of Confidential Information shall not be deemed to be generally available to the public or otherwise part of the public domain or in the possession of the Receiving Party merely because the Confidential Information is embraced by more general information that is generally available to the public or otherwise part of the public domain or in the possession of the Receiving Party. Further, any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Receiving Party.

8.4 Permitted Disclosure. Nothing in this Article 8 shall restrict the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent that such disclosure:

8.4.1 is made to governmental or other regulatory agencies in order to obtain patents addressed in this Agreement or to gain or maintain authorizations to conduct Clinical Trials or to market Products; provided that such disclosure is limited to the extent reasonably necessary to obtain such patents or authorizations and the Receiving Party takes reasonable measures to obtain confidential treatment from regulatory agencies for such information;

8.4.2 in the case of BMS as the Receiving Party, is made to BMS's Affiliates, potential and actual sublicensees, employees, officers, directors, agents, consultants or other Third Parties for purposes BMS reasonably deems necessary or advisable for the exploitation of its rights or fulfillment of its obligations under this Agreement; provided that all such recipients agree to be bound by, or are otherwise bound by, confidentiality and non-use obligations that are no less stringent than those confidentiality and non-use provisions contained in this Agreement and obligations of invention assignment sufficient for BMS to obtain rights from such personnel to meet its obligations to Century under this Agreement; or

8.4.3 is required to comply with Law, valid order of a court of competent jurisdiction, or other judicial or administrative process of governmental authority or agency; provided that the Receiving Party shall (a) promptly inform the Disclosing Party of the disclosure that is being sought in order to provide the Disclosing Party, where possible, an opportunity to challenge, limit or receive confidential treatment for the required disclosure, (b) upon request, reasonably cooperate with any efforts by the Disclosing Party to challenge, limit or receive confidential treatment for, the required disclosure, and (c) only disclose the minimum Confidential Information necessary to comply, as determined by the Receiving Party's legal counsel.

8.5 Publicity. Promptly following the Effective Date, Century may issue a public announcement of the execution of this Agreement in the form of the press release attached hereto as Exhibit A and on such date and time as may be agreed by the Parties. Any other proposed publication, news release or other public announcement by a Party relating to this Agreement, the terms and conditions set forth herein, or to the performance hereunder that would disclose information other than that already expressly in the public domain prior to such publication, news release or other public announcement, shall only be made with the prior written consent of the other Party in its sole discretion, except for any such disclosure that is, in the opinion of the Disclosing Party's counsel, required by Law or the rules of a stock exchange on which the securities of the Disclosing Party are listed (or to which an application for listing has been submitted). In the event a Party is, in the opinion of its counsel, required by Law or the rules of a stock exchange on which its securities are listed (or to which an application for listing has been submitted) to make such a public disclosure, such Party shall submit the proposed disclosure in writing to the other Party as far in advance as reasonably practicable (and in no event less than [***] prior to the anticipated date of disclosure) so as to provide a reasonable opportunity to comment thereon, and the Disclosing Party shall consider such comments in good faith. Notwithstanding the foregoing, BMS and its Affiliates and its and their sublicensees shall have the right to publicly disclose research, development and commercial information (including with respect to regulatory matters) regarding any Licensed Development Candidates and Products; provided that such disclosure is subject to the provisions of this Article 8 with respect to Century's Confidential Information. Neither Party shall be required to seek the permission of the other Party to disclose any information regarding the terms of this Agreement or any amendment hereto that has already been publicly disclosed by such Party or by the other Party, in accordance with this

Section 8.5; provided that such information remains accurate as of such time and the frequency and form of such disclosure are reasonable.

8.6 Publications.

8.6.1 BMS shall have the right to publish manuscripts, abstracts, presentations or other articles in scientific journals or at scientific conferences relating to any Collaboration Target, Licensed Development Candidate or Product without obtaining the prior written consent of Century; provided, however, that, until the date of first Approval for a Product in any Major Market, Century shall have the right to review and comment upon each such manuscript, abstract, presentation or other article regarding a Licensed Development Candidate or Product, and BMS shall consider such comments in good faith. Century may not publish manuscripts, abstracts, presentations or other articles in scientific journals or at scientific conferences relating to any (a) [***], (b) Licensed Development Candidate or (c) Product (each, a "Publication"), in each case ((a) through (c)), without the prior written consent of BMS in its sole discretion unless (i) such [***], Licensed Development Candidate or Product is a part of a Terminated Program or (ii) in the case of Publications described in clause (a) of this Section 8.6.1, (1) subject to compliance with [***] or (2) subject to compliance with [***]. In the event that either Party desires to make a Publication pursuant to this Section 8.6.1 for which the other Party has the right to comment, such Party shall provide a copy of the proposed Publication (including abstracts, or presentation to a journal, editor, meeting, seminar or other Third Party) to the other Party for comment at least forty-five (45) [***] to prevent either the endangerment of applications for the protection of property rights by premature publications detrimental to their novelty or the disclosure of Confidential Information. If, during the [***] specified above the non-publishing Party notifies the other Party that a proposed Publication contains patentable subject matter that requires protection, the non-publishing Party may by written notice delay submission or presentation of the Publication for a period of time not to exceed [***] from the date of such written notice to seek appropriate patent protection for any subject matter in such Publication that it reasonably believes may be patentable. In the event of concern over whether maintaining a trade secret would be a priority, the Parties shall meet to discuss in good faith the content of the proposed Publication as it relates to such trade secret, including whether the publishing or presenting Party should abandon such proposed Publication in order to maintain the disclosed information as a trade secret. The publishing Party shall delete from the proposed Publication prior to submission all Confidential Information of the non-publishing Party that the non-publishing Party identifies in good faith and requests to be deleted.

8.6.2 [***] no consent shall be needed for [***], (ii) subject to compliance with Section 5.7.3 (including, for the avoidance of doubt, the restrictions therein on personnel and the granting of rights or access to Subject Information and Patents of Century or any of its Affiliates), Publications in respect of a Distracting Product and submitted for publication or presented prior to the date on which Century divested such Distracting Product or was required to cease all activities with respect thereto as contemplated by Section 5.7.3 or (iii) subject to compliance with Section 5.7.4 (including, for the avoidance of doubt, the restrictions therein on personnel and the sharing or use of Subject Information, Century Platform Technology, Century Know-How or Collaboration Know-How), Publications in respect of any Acquirer Program. For clarity, this Section 8.6.2 applies to manuscripts, abstracts, presentations or other articles in scientific journals or at scientific conferences related to [***].

8.7 Effect of Change of Control Transaction of Century. In the event that Century undergoes a Change of Control with an Acquirer, then:

8.7.1 the Material, Know-How, Patents or intellectual property owned or controlled (other than pursuant to an Agreement with Century entered into prior to such Change of Control) by such Acquirer prior to such Change of Control ("Acquirer Technology") shall not be deemed "Controlled" by Century or its Affiliates and shall be excluded from, and shall not be used or incorporated into, the Licensed IP; and

8.7.2 intellectual property that, following such Change of Control, is (a) created, conceived, developed, made or otherwise acquired or controlled by the Acquirer without use of any Know-How of Century or any Acquired Party, including any Century Platform Technology, Century Know-How or BMS's Confidential Information (including any data, results, or other Know-How from, or that is, was, or will be used in conducting, the Collaboration Programs) (collectively, the "Subject Information"), (b) without the use of personnel working on or performing, or who have worked on or performed, any Collaboration Program or who have had access to Subject Information (collectively, "Subject Personnel") and (c) has been held subject to reasonable protections established to prevent access and sharing between Subject Personnel and Acquirer's personnel working on such other intellectual property (such intellectual property that satisfies all of the foregoing clauses (a)-(c), the "Segregated Technology") shall not be deemed "Controlled" by Century or its Affiliates and shall be excluded from, and shall not be used or incorporated into, the Licensed IP; and

8.7.3 notwithstanding the foregoing, any Acquirer Technology or Segregated Technology that is used in or incorporated into any Licensed Development Candidates or Products or that would be infringed by the Exploitation of thereof shall be included within the Licensed IP.

8.7.4 As used herein, "Acquirer" means the Third Party involved in the Change of Control transaction, and any Affiliate of such Third Party that is not an Acquired Party; and "Acquired Party" means the Party that was the subject of such Change of Control transaction, together with any entity that was its Affiliate immediately prior to the effective date of the Change of Control transaction, and any of their successors.

ARTICLE 9.
INTELLECTUAL PROPERTY

9.1 Background IP. As between the Parties, each Party will retain all right, title and interest in and to all Patents and Know-How owned or Controlled by such Party that are not Collaboration IP, except, in each case, to the extent that any such rights are expressly licensed by one Party to the other Party under this Agreement.

9.2 Ownership of Collaboration IP.

9.2.1 Inventions. Ownership of Know-How and Patents shall be determined by inventorship. For purposes of determining inventorship of Collaboration IP and any other Patents or Know-How discovered, developed, made, generated or invented by or on behalf of either Party or both Parties under or in connection with this Agreement, inventorship of Patents and Know-How will be determined in accordance with United States patent laws (regardless of where the

applicable activities occurred). In the case of unpatentable Know-How, discovery, development, making, generation and inventorship will be determined under such U.S. patent law principles by treating such Know-How as if it were patentable.

9.2.2 Jointly-Owned Collaboration IP. Subject to Section 9.2.4, Century and BMS shall each own an undivided one-half right, title and interest in and to any Collaboration IP that is invented jointly by or on behalf of Century and BMS. Except to the extent that Century's interests in the Collaboration IP are exclusively licensed to BMS under this Agreement or as may otherwise be expressly set forth herein, including in the case of Century its exclusivity obligations hereunder, each Party may Exploit, license or sublicense (with the right to further sublicense) the jointly-owned Collaboration IP without the consent of, or a duty of accounting to, the other Party. BMS hereby assigns to Century (a) an undivided one-half interest in, to and under any jointly-owned Collaboration IP, and (b) Century hereby assigns to BMS an undivided one-half interest in, to and under any jointly-owned Collaboration IP.

9.2.3 Other Collaboration IP. [***]

9.2.4 Century Platform Technology Collaboration IP. All Century Platform Technology Collaboration IP shall be [***].

9.2.5 [***] Ex-US Product Specific Patents. [***].

9.2.6 Cooperation. Each Party shall cooperate with the other Party to effect the foregoing provisions of this Section 9.2, including by executing such documents as such other Party may reasonably request.

9.3 Filing, Prosecution and Maintenance of Patents.

9.3.1 Product Specific Collaboration Patents. As between the Parties, BMS shall have the first right (other than with respect to Canada, in which case BMS shall have the sole right), at its cost and expense, using counsel mutually agreed by the Parties (provided that Century may not unreasonably withhold, condition or delay its agreement), for the filing, prosecution (including any reissue, reexaminations, post-grant proceedings, requests for patent term extensions, supplementary protection certificates, interferences, derivation proceedings, and defense of invalidation or opposition proceedings or other challenges to validity and enforceability in the local patent office of competent jurisdiction including the United States Patent and Trademark Office and the European Patent Office), and maintenance ("Prosecution", with the term "Prosecute" having the corresponding meaning) of (a) in the case of the AML Program and a Development Candidate, Licensed Development Candidate or Product from the AML Program that incorporates a Binder or any other technology specific to the AML Target claimed by a Century Patent, the Century Patent claiming such Binder or technology and (b) in the case of any Collaboration Program, each Collaboration Patent (other than a Century General Collaboration Patent or a Patent within the Century Platform Technology Collaboration IP) that claims a Cell Bank, Development Candidate, Licensed Development Candidate or Product from such Collaboration Program (each, a "Product Specific Collaboration Patent"). However, if BMS desires not to Prosecute any Product Specific Collaboration Patent, it shall notify Century to that effect. In such event, if Century desires to pursue such Prosecution, then Century shall have the

right (but not the obligation) to Prosecute in any country (other than Canada), such Product Specific Collaboration Patent at Century's sole cost and expense and sole discretion. Notwithstanding the foregoing, if any Product Specific Collaboration Patent ceases to be within the Licensed IP because a Collaboration Program becomes a Terminated Program, then thereafter Century shall have the right (but not the obligation), at is sole cost and expense, to Prosecute such Product Specific Collaboration Patent.

9.3.2 BMS Patents. As between the Parties, BMS shall have the sole right, at its cost and expense, using counsel of BMS's choice, to Prosecute all BMS Background Patents and all Collaboration Patents solely owned by BMS.

9.3.3 Century Patents. As between the Parties, Century shall have the sole right, at its cost and expense, using counsel of Century's choice, to Prosecute all Century Patents that are not Product Specific Collaboration Patents or Jointly-Owned Other Collaboration Patents, except that if Century desires not to Prosecute any Century General Collaboration Patents, it shall notify the IP Working Group, and the IP Working Group shall discuss Prosecution strategy with respect to such Century General Collaboration Patents and Century shall consider in good faith whether to grant BMS the right (but not the obligation), at BMS's sole cost and expense and sole discretion, to Prosecute such Century General Collaboration Patents.

9.3.4 Jointly-Owned Other Collaboration Patents. As between the Parties, BMS shall have the first right (other than with respect to Canada, in which case BMS shall have the sole right), but not the obligation, to Prosecute all jointly-owned Collaboration Patents (other than the Product Specific Collaboration Patents, which are, for clarity, subject to Section 9.3.1) from such Collaboration Program (each, a "Jointly-Owned Other Collaboration Patent"), using counsel mutually agreed by the Parties (provided that Century may not unreasonably withhold, condition or delay its Agreement), with each Party bearing fifty percent (50%) of the reasonable, documented out-of-pocket costs and expenses incurred in connection with the Prosecution of such Jointly-Owned Other Collaboration Patents, including the costs of legal counsel incurred with respect thereto. However, if BMS desires not to Prosecute any Jointly-Owned Other Collaboration Patent, it shall notify Century to that effect. In such event, if Century desires to pursue such Prosecution, then Century shall have the right (but not the obligation) to Prosecute in any country (other than Canada), such Jointly-Owned Other Collaboration Patents with each Party bearing fifty percent (50%) of the reasonable, documented out-of-pocket costs and expenses incurred in connection with the Prosecution of such Jointly-Owned Other Collaboration Patents.

9.3.5 Cooperation. Within the IP Working Group, each Party shall use reasonable efforts to facilitate discussions between itself and the other Party with a view to enabling such other Party to exercise its rights under Section 9.3.1 and Section 9.3.4. Each Party shall keep the other Party informed as to material developments with respect to its Prosecution of patents pursuant to its rights under Section 9.3.1 and Section 9.3.4 including by providing copies of all substantive office actions, examination reports, communications or any other substantive documents to or from any patent office, including notice of all interferences, reissues, re-examinations, *inter partes* reviews, post grant proceedings, oppositions or requests for patent term extensions. Each Party shall consult with the other Party in connection with such Prosecution under Section 9.3.1 and Section 9.3.4, including the filing strategy and prosecution. In connection with the Prosecution of Patents under Section 9.3.1 or 9.3.4, each Party shall have a reasonable

opportunity to review, prior to filing, the draft text of each such Patent application, and the draft text of the proposed response to each office action or substantive prosecution document (after the initial application is filed) for each such Patent; provided, however, that such Party does so consistent with any applicable filing deadlines. Each Party and its legal counsel shall consult with respect thereto, and each Party's reasonable comments will be taken into account when finalizing any such documents; provided that such comments are provided in a timely manner. Each Party shall, as requested by the prosecuting Party or its legal counsel, cooperate in Prosecuting such Patent, including executing all necessary paperwork. The prosecuting Party and its legal counsel shall keep each Party advised of the status of each such Patent, and shall promptly give notice to each Party of the grant, lapse, revocation, surrender, invalidation, or abandonment of any such Patent.

9.3.6 Certain Actions. All interferences, derivation proceedings, post-grant reviews, *inter partes* reviews, ex parte reviews, supplemental examinations, oppositions, appeals or petitions to any Board of Appeals in the patent office, the Patent Trial and Appeal Board, reissue proceedings and re-examination proceedings with respect to a Patent shall be considered Prosecution matters and shall be handled in accordance with this Section 9.3. For clarity, all defense of invalidation or opposition proceedings or other challenges to validity and enforceability or appeals for any patent office decisions, in each case, in any court of competent jurisdiction or before any supra-national, federal, national, regional, state, provincial and local governmental body of competent jurisdiction (excluding any patent office) shall be considered matters of enforcement and defense and shall be handled in accordance with Section 9.4.

9.4 Enforcement and Defense.

9.4.1 Each Party shall give the other Party written notice of any actual or threatened infringement of any Century Patents or Collaboration Patents by an unlicensed Third Party through the making, having made, using, selling, offering for sale or importing of any product that is within the scope of license held by BMS (or would be within the scope of such license if such product were a Product hereunder) or any alleged or threatened assertion of non-infringement, invalidity or unenforceability of any Patent for which the other Party would have rights under this Section 9.4, including all defense of invalidation or opposition proceedings or other challenges to validity and enforceability or appeals for any patent office decisions, in each case, in any court of competent jurisdiction or before any supra-national, federal, national, regional, state, provincial and local governmental body of competent jurisdiction (excluding any patent office) (a "Product Infringement"), within [***] after such Party has knowledge of such Product Infringement and will share with the other Party information reasonably available to it related thereto.

9.4.2 BMS and Century shall thereafter consult and cooperate to determine a course of action, including the commencement of legal action by either or both BMS and Century, to terminate any such Product Infringement. However, unless the Parties otherwise agree, upon License Opt-In on a Collaboration Program-by-Collaboration Program basis, BMS, upon notice to Century, shall have the first right to initiate and prosecute such legal action at its expense and in the name of Century or BMS, or to control the defense of any declaratory judgment action relating to such Product Infringement; provided, however, that if such Product Infringement is with respect to a Century Platform Patent, Century Platform Technology Collaboration IP or Century General

Collaboration Patent, BMS may not control such legal action or defense without the prior consent of Century in its sole discretion (however, upon License Opt-In with respect to such Collaboration Program, Century shall not unreasonably withhold, condition or delay such consent if the only Valid Claim relevant to the Product Infringement is within a Century Platform Patent, Century Platform Technology Collaboration IP or Century General Collaboration Patent). If BMS does not wish to prosecute or control such legal action or defend such Product Infringement, or wishes to cease controlling such legal action or defending such Product Infringement, it shall notify Century to that effect. In such event, if Century desires to control such legal action or defend such Product Infringement, excluding any Product Infringement with respect to any Collaboration Patent solely owned by BMS, then Century shall have the right (but not the obligation) to do so with the prior written consent of BMS. The controlling Party shall bear all costs of the enforcement or defense of a Product Infringement (other than with respect to Century Platform Patents, which costs shall be borne [***]% by Century) and all recoveries would be treated in accordance with Section 9.4.5. The controlling Party shall also control settlement of such claim; provided, however, that no settlement shall be entered into without the prior consent of the other Party if such settlement would adversely affect the rights and benefits of, or impose or adversely affect any obligations on, the other Party, such consent not to be unreasonably withheld, delayed or conditioned; provided, further, that the foregoing limitation shall not be deemed to require the consent of Century in connection with a settlement of any action that grants a sublicense to a Settlement Sublicensee or that would or may result in reduced payments hereunder.

9.4.3 In connection with any action under this Section 9.4, BMS and Century will reasonably cooperate and will provide each other with any information or assistance that either may reasonably request. Each Party shall keep the other informed of developments in any such action or proceeding, including, to the extent permissible by Law, consulting on any settlement, the status of any settlement negotiations and the terms of any offer related thereto. Without limiting Section 9.4.4, each Party shall have the right to be represented by counsel of its own choice at its own expense for any action set forth in this Section 9.4.

9.4.4 If a Party has the right to bring an enforcement action under a Collaboration Patent under Section 9.4, but is unable to do so solely in its own name, the other Party will, at the request of the enforcing Party, join such action as a party and will reasonably cooperate and cause its Affiliates to reasonably cooperate to execute all documents necessary for the enforcing Party to initiate litigation to prosecute and maintain such action.

9.4.5 Any recovery obtained by either or both BMS and Century in connection with or as a result of any action contemplated by this Section 9.4, whether by settlement or otherwise, shall be shared in order as follows:

(a) The Party that initiated and prosecuted the action shall recoup all of its costs and expenses incurred in connection with the action;

(b) The other Party shall then, to the extent possible, recover its costs and expenses incurred in connection with the action; and

(c) The Party controlling such action at the time of settlement or other final disposition shall retain any remainder, provided that such remainder shall be deemed Net

Sales and, if retained by BMS, subject to the royalty payments to Century under Section 7.6; provided that any such remainder shall not be considered for purposes of determining whether any milestones are payable pursuant to Section 7.5.2 or for determining the Net Sales thresholds and ceilings set forth in Section 7.6.1.

9.5 Defense Against Claims of Infringement of Third Party Patents. If a Third Party asserts that a Patent or other right owned or otherwise controlled by it is or has been infringed by the manufacture, use, sale, offer for sale, import or other Exploitation of a Cell Bank, Licensed Development Candidate or Product ("Third Party Infringement Claim"), the Party first obtaining knowledge of such a claim shall promptly provide the other Party written notice of such claim along with the related facts in reasonable detail. In such event, without limiting the right of the Party against whom a Third Party Infringement Claim is filed to seek indemnification for such Third Party Infringement Claim covered pursuant to Article 12, unless the Parties otherwise agree, as between the Parties, notwithstanding any right of the Indemnifying Party to control as set forth in Section 12.3 (other than Century's right to control Claims of infringement arising from practice of the Century Platform Technology, the Century Platform Technology Collaboration IP or the Century General Collaboration IP, provided that BMS shall have the right (but not the obligation) to control such Claims if Century does not desire to control such Claims), BMS shall have the first right, but not the obligation, at its expense, to control the defense of such claim with respect to such Cell Bank, Licensed Development Candidate or Product. If BMS does not wish to defend such claim, or wishes to cease defending such claim, it shall notify Century of such decision at least [***] before any deadline for any action or filing that is required in order to preserve any rights. Thereafter, without limiting the right of the Party against whom a Third Party Infringement Claim is filed to seek indemnification for such Third Party Infringement Claim covered pursuant to Article 12, and notwithstanding any right of the Indemnifying Party to control as set forth in Section 12.3 (other than Century's right to control Claims of infringement arising from practice of the Century Platform Technology, the Century Platform Technology Collaboration IP or the Century General Collaboration IP, provided that BMS shall have the right (but not the obligation) to control such Claims if Century does not desire to control such Claims), Century shall have the right, but not the obligation, at its expense, to control the defense of such claim. The non-defending Party shall cooperate with the defending Party, at the defending Party's reasonable request and expense, and shall have the right to be represented separately by counsel of its own choice, but at its own expense. The defending Party shall also control settlement of such claim; provided, however, that no settlement shall be entered into without the prior consent of the other Party if such settlement would adversely affect the rights and benefits of, or impose or adversely affect any obligations on, the other Party, such consent not to be unreasonably withheld, delayed or conditioned; provided, further, that the foregoing limitation shall not be deemed to require the consent of Century in connection with a settlement of any action that grants a sublicense to a Settlement Sublicensee.

9.6 JRA Exception. Notwithstanding anything to the contrary in this Agreement, each Party, including both Parties, will have the right to invoke the America Invents Act Joint Research Agreement exception codified at 35 U.S.C. § 102(c) (the "JRA Exception") when exercising its rights under this Agreement, but only with prior written consent of the other Party in its sole discretion. In the event that a Party intends to invoke the JRA Exception, once agreed to by the other Party if required by the preceding sentence, it will notify the other Party and the other Party will cooperate and coordinate its activities with such Party with respect to any filings or other

activities in support thereof. The Parties acknowledge and agree that this Agreement is a "joint research agreement" as defined 35 U.S.C. § 100(h).

9.7 Trademarks. BMS and its Affiliates shall have the sole right to use any trademark it owns or controls for Products in the Territory at its sole discretion. BMS shall have the sole right to determine, develop, prosecute, enforce and defend one (1) or more Product trademark(s) for use by BMS and its Affiliates and its or their sublicensees in the Territory to Exploit Products in the Field in the Territory. As between the Parties, BMS and its Affiliates shall own all rights to such Product trademarks and all goodwill associated therewith, and the rights to any internet domain names incorporating the applicable Product trademarks or any variation or part of such Product trademarks used as its URL address or any part of such address, throughout the Territory. Century shall not, and shall not permit its Affiliates to, (a) use in their respective businesses, any trademark that is confusingly similar to, misleading or deceptive with respect to or that dilutes any (or any part) of the Product trademarks, or (b) do any act which endangers, destroys, or similarly affects, in any material respect, the value of the goodwill pertaining to the Product trademarks.

9.8 Third Party IP.

9.8.1 Future Platform Agreements. Subject to Section 9.5, Section 9.8.5 and the remainder of this Section 9.8.1, as between the Parties, Century or its Affiliate will have the first right and responsibility to enter into a license or other agreement with a Third Party after the Effective Date pursuant to which Century or its Affiliate would acquire a license or other right under Know-How or Patent(s) that (a) relate to the Century Platform Technology, (b) are not specific to one (1) or more Licensed Development Candidates, Products or any Collaboration Target and (c) are necessary or reasonably useful to Exploit one (1) or more Development Candidates directed to a Collaboration Target or to perform any activities under a Research Plan (such license or other agreement, a "Century Platform Agreement"), and Century shall ensure that (x) the terms of such license are consistent with this Agreement and (y) as applicable to the applicable Collaboration Program (including Development Candidates), Licensed Development Candidates and Products are no less favorable than the terms applicable to other programs and products under such license agreement. Century will promptly provide BMS with notice and a copy of each Century Platform Agreement entered into by Century or any of its Affiliates. If Century does not enter into a license or other agreement that would otherwise constitute a Century Platform Agreement that BMS determines is necessary to control the defense of a Third Party Infringement Claim pursuant to Section 9.5 or otherwise necessary to Exploit Licensed Development Candidates or Products, BMS shall have the right, but not the obligation, to enter into such license or other agreement with such Third Party (an "Other Platform Agreement").

9.8.2 Century General Collaboration IP and Century Platform Technology Collaboration IP. Subject to Section 9.5, Section 9.8.5 and the remainder of this Section 9.8.2, as between the Parties, Century or its Affiliate will have the first right and responsibility to enter into a license or other agreement with a Third Party after the Effective Date pursuant to which Century or its Affiliate would acquire a license or other right under Know-How or Patent(s) that (a) relate to the Century General Collaboration IP or the Century Platform Technology Collaboration IP (or any improvement thereto), (b) are not specific to one (1) or more Licensed Development Candidates, Products or any Collaboration Target and (c) are necessary or reasonably useful to Exploit one (1) or more Development Candidates directed to a Collaboration Target or to perform

any activities under a Research Plan (such license or other agreement, a "Century Collaboration IP Agreement"), and Century shall ensure that (x) the terms of such license are consistent with this Agreement, including by coordinating with the IP Working Group to discuss the terms and strategy with respect to entering into the Century Collaboration IP Agreement, and (y) as applicable to the applicable Collaboration Program (including Development Candidates), Licensed Development Candidates and Products are no less favorable than the terms applicable to other programs and products under such license agreement. Century will promptly provide BMS with notice and a copy of each Century Collaboration IP Agreement entered into by Century or any of its Affiliates. If Century does not enter into a license or other agreement that would otherwise constitute a Century Collaboration IP Agreement that BMS determines is necessary to control the defense of a Third Party Infringement Claim pursuant to Section 9.5 or otherwise necessary to Exploit Licensed Development Candidates or Products, BMS shall have the right, but not the obligation, to enter into such license or other agreement with such Third Party (an "Other Century Collaboration IP Agreement").

9.8.3 Collaboration Target Agreements. As between the Parties, BMS and its Affiliates will have the sole right to enter into a license or other agreement with a Third Party after the Effective Date, other than Century Platform Agreements, Other Platform Agreements, Century Collaboration IP Agreements and Other Century Collaboration IP Agreements, pursuant to which BMS or its Affiliate would acquire a license or other right under Know-How or Patent(s) that are specific to one (1) or more Licensed Development Candidates, Products or Collaboration Targets, including in connection with settlement of a Third Party Infringement Claim pursuant to Section 9.5 (a "Collaboration Target Agreement").

9.8.4 Other Agreements. As between the Parties, BMS and its Affiliates will have the first right to enter into a license or other agreement with a Third Party after the Effective Date, other than Century Platform Agreements, Other Platform Agreements, Century Collaboration IP Agreements, Other Century Collaboration IP Agreements and Collaboration Target Agreements, pursuant to which BMS or its Affiliate would acquire a license or other right under Know-How or Patent(s) that are necessary or useful for the development, manufacture, commercialization, or other Exploitation of any Licensed Development Candidate or Products (an "Other Collaboration Agreement"). However, prior to BMS entering into negotiations with a Third Party for an Other Collaboration Agreement, BMS and Century shall coordinate and discuss such potential Other Collaboration Agreement through the IP Working Group. BMS will promptly provide Century with notice and a copy of each Other Collaboration Agreement entered into by BMS or any of its Affiliates. If BMS does not enter into a license or other agreement that would otherwise constitute an Other Collaboration Agreement, Century shall have the right, but not the obligation, to enter into such license or other agreement with such Third Party (a "Century Other Collaboration Agreement"); however, prior to Century entering into a Century Other Collaboration Agreement, Century and BMS shall coordinate and discuss the proposed terms of such Century Other Collaboration Agreement through the IP Working Group and discuss whether BMS would like to obtain rights under such potential Century Other Collaboration Agreement through the license grants from Century under Section 5.4.1 and Section 5.4.2. If BMS would like to obtain such rights, BMS will be responsible for [***] percent ([***]%) of the license payments, milestone payments, royalties and other payments owed by Century or its Affiliates that are directly attributable to the Exploitation of any Licensed Development Candidate or Product under such Century Other Collaboration Agreement as described in the terms presented to the IP Working

Group by Century, and Century shall include rights under such Century Other Collaboration Agreement under the license grants in Section 5.4.1 and Section 5.4.2. If BMS does not wish to obtain such rights, then (i) Century shall be solely responsible for all license payments, milestone payments, royalties and other payments owed by Century or its Affiliates under such Century Other Collaboration Agreement, (ii) BMS will not obtain any rights under the license grants from Century in Section 5.4.1 and Section 5.4.2 under such Century Other Collaboration Agreement, and (iii) such Century Other Collaboration Agreement shall expressly exclude Licensed Development Candidates and Products. Century will promptly provide BMS with notice and a copy of each Century Other Collaboration Agreement entered into by Century or any of its Affiliates.

9.8.5 Financials under Third Party Agreements. Century shall be solely responsible for any upfront, milestone, royalty and other payments owed to Third Parties under or in connection with the Century Platform Agreements, the Century Collaboration IP Agreements and the Existing License Agreements. Subject to Section 7.6.5 and, in the case of Other Platform Agreements, Article 12, BMS shall be solely responsible for all payments under any Collaboration Target Agreements, Other Platform Agreements, Other Century Collaboration IP Agreements and Other Collaboration Agreements.

9.8.6 Maintenance of Century Third Party Agreements. Century shall not, and shall cause its Affiliates not to, enter into any subsequent agreement or understanding with any Third Party to a Century Platform Agreement, Century Collaboration IP Agreement or Existing License Agreement that modifies, amends or terminates any such Century Platform Agreement, Century Collaboration IP Agreement or Existing License Agreement, or waives any right or obligation thereunder, in each case, in any manner that would adversely affect in any respect BMS's rights or interests under this Agreement or would impose any obligation on BMS, in each case, without BMS's prior written consent in its sole discretion. Century shall not, and shall cause its Affiliates not to, commit any acts or permit the occurrence of any omissions that would cause breach or termination of any of its Century Platform Agreements, Century Collaboration IP Agreement or Existing License Agreements where such breach or termination would adversely affect in any respect BMS's rights or interests under this Agreement or impose any obligation on BMS.

ARTICLE 10.
REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 Representations and Warranties of Each Party. Each Party represents and warrants to the other Party that as of the Effective Date that:

10.1.1 It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder, including the right to grant the licenses granted by it hereunder;

10.1.2 It has taken all necessary corporate action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder, and this Agreement has been duly executed by it and is legally binding upon it, enforceable against such Party in accordance with its terms, except as such enforceability may be subject to applicable

bankruptcy, reorganization, insolvency, moratorium and similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity; and

10.1.3 The execution and delivery by such Party of this Agreement does not conflict with the terms of any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any Law, and it is not a party to any agreement that would prevent it from granting the rights granted to the other Party under this Agreement or performing its obligations under this Agreement.

10.2 Century Representation and Warranties. Century represents and warrants to BMS that (a) except as set forth in Schedule 10.2 attached hereto (the "Initial Disclosure Schedule") as of the Effective Date, and, (b) with respect to each Collaboration Program and associated Licensed Development Candidates and Products, except as set forth in the Initial Disclosure Schedule or, subject to Section 10.4, the Updated Disclosure Schedule, on the date of delivery of a Data Package for such Collaboration Target:

10.2.1 Sufficient Rights. It has the full right, power and authority to grant the rights and licenses granted under this Agreement. Except with respect to the Existing License Agreements set forth on Schedule 10.2.13, Century is the sole and exclusive owner of all Licensed IP. All Century Patents existing as of such date (the "Existing Patents") are listed on Schedule 10.2.1 (as such schedule shall be supplemented, as appropriate, upon delivery of the applicable Data Package). All Existing Patents that are issued patents are, and all Existing Patents that are patent applications, upon issuance, will be, to Century's Knowledge, not invalid and not unenforceable, in whole or in part. The Existing Patents constitute all Patents owned or Controlled by Century that would be infringed by the manufacture (as currently conducted), use or sale of Licensed Development Candidates or Products (but for the license granted by Century to BMS under Section 5.4). To Century's Knowledge, the claims included in any issued Century Patent are valid and in full force and effect as of such date. All fees required to maintain such issued Century Patents have been paid.

10.2.2 Proceedings. There are no claims, litigations, suits, actions, disputes, arbitrations or legal, administrative or other proceedings or governmental investigations pending or, to Century's Knowledge, threatened against Century, nor is Century a party to any judgment or settlement, in each case that would be reasonably expected to adversely affect or restrict the ability of Century to consummate the transactions contemplated under this Agreement or to perform its obligations under this Agreement, or that would be reasonably expected to adversely affect the Century Patents and Century Know-How or Century's Control thereof.

10.2.3 Inventors. No person, other than former or current employees or consultants of Century who are obligated in writing to assign his/her inventions to Century, respectively, is an inventor of any of the inventions claimed in the Existing Patents. All inventors of any inventions included within the Existing Patents have assigned or have a contractual obligation to assign their entire right, title and interest in and to such inventions and the corresponding Patent rights to Century, as the case may be. No present or former employee or consultant of Century owns or has any proprietary, financial or other interest, direct or indirect, in the Century Patents. There are no claims that have been asserted in writing challenging the inventorship of the Century Patents.

10.2.4 Due Diligence. All information provided by Century to BMS for due diligence purposes in relation to this Agreement is, to Century's Knowledge, accurate in all material respects, and Century has not failed to disclose (or cause to be disclosed) any material information or data that could reasonably be expected to cause the information and data that has been disclosed to be misleading in any material respect.

10.2.5 Infringement. It has not received notice from any Third Party nor is there any legal, governmental or administrative proceeding pending or, to Century's Knowledge, threatened against Century alleging that the Exploitation of Development Candidates or Products pursuant to this Agreement or the use of the Licensed IP as permitted to be used under this Agreement infringes any intellectual property of any Third Party. To Century's Knowledge, the practice of the Century Know-How as contemplated under this Agreement does not misappropriate any Know-How of any Third Party.

10.2.6 Century Platform Technology Infringement. [***].

10.2.7 Encumbrances. Century has not used, and will not use, any Know-How in a Collaboration Program that is encumbered by any contractual right of, or obligation to, a Third Party that conflicts or interferes with any of the rights or licenses granted or to be granted to BMS hereunder.

10.2.8 No Government Funding. No funding, facilities or personnel of any governmental authority or any public or private educational or research institutions were used to develop or create any Licensed IP, and neither Century nor any of its Affiliates has entered into a government funding relationship that would result in rights to the Licensed Development Candidates or Products residing in the U.S. Government, the National Institutes of Health, the National Institute on Drug Abuse, or other agency or Third Party, and the licenses granted hereunder are not subject to overriding obligations to the U.S. Government as set forth in Public Law 96-517 (35 U.S.C. §§ 200-204), or any similar obligations under the Laws of any other country in the Territory.

10.2.9 Third Parties. Century has not granted, and during the Term Century will not grant, any right or license to any Third Party relating to any of the intellectual property rights of Century or any of its Affiliates, that conflicts with or limits the scope of the rights or licenses granted, or to be granted, to BMS hereunder. Neither Century nor any of its Affiliates has issued a claim against a Third Party alleging that a Third Party is infringing or has infringed or misappropriated any Licensed IP, and, to Century's Knowledge, no Licensed IP is being infringed or misappropriated by any Third Party.

10.2.10 Patent Proceedings. None of the Century Patents are subject to any pending reissues, reexaminations, post-grant proceedings, requests for patent term extensions, supplementary protection certificates, interferences, derivation proceedings, or defense of invalidation or opposition proceedings or other challenges to validity or enforceability.

10.2.11 Liens. Neither Century nor any of its Affiliates has granted any liens or security interests on the Century Patents or Century Know-How, and the Century Patents and Century Know-How is free and clear of any mortgage, pledge, claim, security interest, covenant,

easement, encumbrance, lien or charge of any kind, except, in each case, with respect to licenses, covenants not to sue, immunities from suit, standstills, releases and options that would not, in the aggregate, fundamentally frustrate the purposes of this Agreement.

10.2.12 Payment Obligations. Except as described in the Century Third Party Agreements previously provided to BMS, Century and its Affiliates are not subject to any payment obligations to any Third Party as a result of the execution or performance of this Agreement.

10.2.13 Upstream Agreements. All of the Existing License Agreements, and, as of the applicable date that BMS exercises the License Opt-In for a Collaboration Program, all Century Platform Agreements, are listed on Schedule 10.2.13 (as such schedule shall be supplemented, as appropriate, in connection with the delivery of the applicable Data Package), and (a) the licenses granted to Century or its Affiliates in the Century Third Party Agreements are in full force and effect and, by their terms, are sublicenseable to BMS as contemplated by this Agreement, (b) to Century's Knowledge, there are no challenges to or violation of the rights granted to Century or its Affiliates thereunder by any Third Party, (c) Century or its Affiliate, if applicable, is not in breach under any of the Century Third Party Agreements that would reasonably be expected to give the counterparty to any such Century Third Party Agreement the right to terminate or otherwise alter (in any way materially adverse to BMS) Century's or its Affiliates' rights or obligations under the Century Third Party Agreement, nor, to Century's Knowledge, is any counterparty thereto in breach of any Century Third Party Agreement, (d) neither Century nor any of its Affiliates has received any written notice of breach under any of the Century Third Party Agreements from the counterparty thereto, (e) to Century's Knowledge, no facts or circumstances exist that would reasonably be expected to give rise to any such challenge, violation or breach and (f) the execution and performance of this Agreement does not constitute a material breach of any such Century Third Party Agreement.

During the period from the Effective Date or date of delivery of a Data Package for a Collaboration Program, as applicable, until the later of (a) the date BMS exercises the applicable License Opt-In and (b) the expiration of the applicable License Opt-In Period, Century shall promptly notify BMS in writing if any of the representations and warranties set forth in this Section 10.2 are no longer true and correct and shall update the Initial Disclosure Schedule or the Updated Disclosure Schedule, as applicable, and Schedules 10.2.1 and Section 10.2.13 as necessary.

10.3 Additional Representations and Warranties of Century as of the License Opt-In. Century additionally represents and warrants to BMS, except, subject to Section 10.4, as set forth in the Updated Disclosure Schedule for a Collaboration Program:

10.3.1 Century and its Affiliates have conducted, and its and their respective subcontractors and consultants have conducted, all development under the applicable Research Plan and Century Work Plan, including any and all activities related to the Development Candidates, Licensed Development Candidates and Products, in accordance with all Law, in each case in all material respects.

10.3.2 As of the applicable date that BMS exercises the License Opt-In for a Collaboration Program, Century has made available to BMS all Century Know-How regarding the

safety or efficacy of any Development Candidate or Licensed Development Candidate in its possession or control that are the subject of such Collaboration Program.

10.3.3 Each applicable Data Package is complete and correct in all material respects.

10.3.4 (a) Century has screened itself, its Affiliates and its and their respective officers and directors (and its and their respective consultants and subcontractors and their respective officers and directors) against the Exclusions Lists and none of the foregoing Persons are on the Exclusions List; and (b) Century, its Affiliates and any Third Party subcontractors performing on Century's behalf hereunder are not, and each of them have not employed or otherwise used in any capacity in performing any portion of the activities hereunder, the services of any Person, including any employee, officer, director, consultant or subcontractor, who is (or with respect to clause (i), has been), (i) on the Exclusions List or in Violation or otherwise debarred under U.S. law (including Section 21 U.S.C. §335a) or any foreign equivalent thereof or (ii) the subject of an FDA debarment investigation or proceeding (or similar proceeding by any Regulatory Authority outside the U.S.).

During the period from the date of delivery of a Data Package for a Collaboration Program, as applicable, until the later of (a) the date BMS exercises the applicable License Opt-In and (b) the expiration of the applicable License Opt-In Period, Century shall promptly notify BMS in writing if any of the representations and warranties set forth in this Section 10.3 are no longer true and correct and shall update the Updated Disclosure Schedule to reflect any such changes.

10.4 Updated Disclosure Schedule. The Parties agree that any disclosure made by Century pursuant to an Updated Disclosure Schedule shall not be deemed to amend or supplement the Initial Disclosure Schedule or any earlier Updated Disclosure Schedule for any purpose hereunder, including for purposes of the indemnification provisions under Section 12.1. For the avoidance of doubt, an exception made by Century in the Updated Disclosure Schedule shall not cure a deficiency in the Initial Disclosure Schedule or any prior Updated Disclosure Schedule. Century acknowledges and agrees that any disclosure made in an Updated Disclosure Schedule cannot cure a breach of any covenant or obligation of Century hereunder, including Section 10.5, and no disclosure made in any Updated Disclosure Schedule that relates to or reflects any such breach by Century shall be deemed to qualify any representation or warranty hereunder.

10.5 Additional Covenants of Century. From and after the Effective Date:

10.5.1 Century (a) shall not, and shall cause its Affiliates not to, misappropriate any Know-How of a Third Party, and (b) shall [***] disclose to BMS all of its Knowledge concerning (i) any issued Patent that it believes may be asserted to be infringed, (ii) any Patent application that it believes may be asserted to be infringed if such application were to issue as a published Patent and (iii) any other intellectual property rights of a Third Party that it believes may be asserted to be infringed, in each case of clause (a) or (b) in connection with the development or manufacture of the Development Candidates or Licensed Development Candidates;

10.5.2 Century shall not, and shall cause its Affiliates not to, subject to Section 9.8.1, enter into any agreement, whether written or oral, with respect to, any of the Development

Candidates, Licensed Development Candidates or Products that is inconsistent with or otherwise diminishes the rights and licenses granted to BMS and its Affiliates hereunder or otherwise assign, transfer, license, convey or otherwise encumber (including by granting any covenant not to sue with respect to) any of the Development Candidates, Licensed Development Candidates or Products;

10.5.3 Century shall not, and shall cause its Affiliates not to, use any funds from the federal government of the United States or any agency thereof to fund, directly or indirectly, any activities with respect to Development Candidates, Licensed Development Candidates or Products hereunder, in whole or in part;

10.5.4 Century shall not, and shall cause its Affiliates not to, knowingly use any Know-How or regulatory documentation that is not Controlled by Century in connection with the conduct of the applicable Research Plan, Century Work Plan or any of its other activities under this Agreement;

10.5.5 Century shall, and shall cause its Affiliates to, maintain the Patents within the Licensed IP (or, with respect to any Licensed IP in-licensed by Century or any of its Affiliates pursuant to a Century Third Party Agreement, its rights and interest therein), free of any encumbrance, lien or claim of ownership by any Third Party in all material respects;

10.5.6 Century shall not, and shall cause its Affiliates not to, (a) commit any acts or permit the occurrence of any omissions that would cause any material breach or termination of any Century Third Party Agreement or (b) amend or otherwise modify or permit to be amended or modified, any Century Third Party Agreement in a manner that would adversely affect, or would reasonably be expected to adversely affect, the rights licensed by Century to BMS under this Agreement;

10.5.7 Century shall, and shall cause its Affiliates to, ensure that the Exploitation of each of the Development Candidates and Products will not be subject to any other license or agreement to which Century or any of its Affiliates is a party, except to the extent permitted under Section 9.8.1 with respect to the Century Third Party Agreements and Section 9.8.2 with respect to Century Collaboration IP Agreements;

10.5.8 Each Data Package delivered by Century hereunder shall be complete and correct in all material respects; and

10.5.9 To the extent necessary or reasonably useful for BMS to Exploit Development Candidates, Licensed Development Candidates and Products, on BMS's request, Century shall use good faith efforts to [***] such that the licenses granted to Century or its Affiliates [***] to BMS to Exploit Development Candidates, Licensed Development Candidates and Products. For the avoidance of doubt, if Century does not [***] as described in the foregoing sentence, and BMS or any of its Affiliates [***].

10.6 Covenants of BMS. From and after the Effective Date and notwithstanding the rights granted under Section 5.4.2, BMS shall not, and shall cause its Affiliates and Sublicensees not to, [***].

10.7 Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ANY PATENTS, KNOW-HOW, LICENSES, TECHNOLOGY, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING.

ARTICLE 11.
TERM AND TERMINATION

11.1 Term and Expiration. The term of this Agreement (the "Term") shall commence on the Effective Date and, unless terminated earlier pursuant to this Article 11, shall expire on a Product-by-Product basis upon the expiration of all payment obligations under Article 7. After expiration of the Royalty Term for a Product in a country, all licenses granted by Century to BMS under this Agreement for such Product in such country shall be deemed to be fully paid-up, royalty-free, perpetual and irrevocable licenses. For clarity, upon the expiration of the Term for a Product, the grants in Section 5.4.2 shall become fully-paid, royalty-free, perpetual and irrevocable in their entirety with respect to such Product.

11.2 Termination by BMS. BMS shall have the right, in its sole discretion, to terminate (a) this Agreement in its entirety, or (b) this Agreement on a Collaboration Program-by-Collaboration Program basis, in each case of (a) or (b), without cause at any time during the Term, by giving Century [***] prior written notice. In such event, Century shall use reasonable efforts to wind down its efforts under the applicable Collaboration Program (if applicable) and BMS shall remain responsible for all obligations incurred pursuant to Article 7 prior to the effective date of such termination.

11.3 Termination for Cause.

11.3.1 If either Party (the "Breaching Party") materially breaches any of its material obligations under this Agreement, in addition to any other right and remedy the other Party (the "Non-Breaching Party") may have, the Non-Breaching Party may terminate this Agreement by providing [***] (the "Notice Period") prior written notice (the "Termination Notice") to the Breaching Party and specifying the breach and its claim of right to terminate; provided that (a) the termination shall not become effective at the end of the Notice Period if the Breaching Party cures the breach specified in the Termination Notice during the Notice Period (or, if such breach cannot be cured within the Notice Period, if the Breaching Party commences actions to cure such breach within the Notice Period and thereafter diligently continues such actions), and (b) if the Breaching Party initiates a dispute resolution procedure under Section 13.5 as permitted under this Agreement during the Notice Period to dispute the existence of the breach for which termination is being sought and is pursuing such procedure in good faith, the cure period set forth in this Section 11.3.1 shall be tolled and the termination shall become effective only if the final resolution of the dispute through such dispute resolution procedure determines that such breach exists and such breach then remains uncured for [***] after such determination (or, if the breach cannot be cured within such [***] period, if the Breaching Party commences actions to cure such breach within such period and thereafter diligently continues such actions).

11.3.2 Notwithstanding Section 11.3.1, if the breach and failure to cure contemplated by Section 11.3.1 is with respect to BMS's breach of its diligence obligations set forth in Section 6.6 with respect to one (1) or more (but not all) Collaboration Programs, Century shall not have the right to terminate this Agreement in its entirety, but shall have the right to terminate this Agreement solely with respect to the Collaboration Program(s) to which such breach and failure to cure applies.

11.3.3 Each Party acknowledges and agrees that termination pursuant to this Section 11.3 shall be a remedy of last resort and may be invoked only in the case where the breach cannot be reasonably remedied by the payment of money damages.

11.4 Termination for Bankruptcy. Either Party may terminate this Agreement, if, at any time, the other Party shall file in any court or agency pursuant to any Law, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of the Party or of substantially all of its assets, or if the other Party proposes a written agreement of composition or extension of substantially all of its debts, or if the other Party shall be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within [***] after the filing thereof, or if the other Party shall propose or be a party to any dissolution or liquidation, or if the other Party shall make an assignment of substantially all of its assets for the benefit of creditors.

11.5 Consequences of Termination.

11.5.1 In the event BMS terminates this Agreement or a Collaboration Program under Section 11.2 at will or Century terminates this Agreement under Section 11.3 for BMS's uncured material breach (in the event the termination is only effective for a particular Collaboration Program, then the following shall apply solely with respect to such Collaboration Program, as the case may be):

(a) Within [***] after the effective date of termination, BMS shall pay all undisputed amounts payable to Century hereunder that have accrued but have not been paid as of the effective date of termination with respect to each Terminated Program and Products with respect to such Terminated Program.

(b) If this Agreement is terminated in its entirety or with respect to a Collaboration Program, then each such terminated Collaboration Program shall cease to be a Collaboration Program and shall thereafter be deemed a Terminated Program under this Agreement.

(c) No later than [***] after the effective date of termination, each Receiving Party shall return to the Disclosing Party or destroy all of the Disclosing Party's Confidential Information (including all copies thereof) that are in such Party's possession; provided, however, that the Receiving Party may retain one archival copy of the Disclosing Party's Confidential Information in its confidential files solely for purposes of identifying its continuing obligations under this Agreement with respect thereto.

(d) Century shall be free to Exploit the Terminated Program without payment of any kind to BMS, if (i) no Licensed Development Candidate or Product from such

Terminated Program incorporates or is covered or claimed by any Collaboration IP controlled by BMS or any of its Affiliates or BMS Background Patents or BMS Background Know-How, (ii) Initiation of a Pivotal Clinical Trial for a Product from such Terminated Program has not occurred, and (iii) either (A) BMS did not terminate such Terminated Program as a result of safety concerns with respect to such Terminated Program [***] (each Licensed Development Candidate or Product from such Collaboration Program that satisfies clauses (i) through (iii) a "Reverted Product") [***].

(e) For each Reverted Product:

(i) BMS shall provide to Century all data and information generated under such Terminated Program during the Term necessary or reasonably useful for Exploitation of such Reverted Product and assign (or, if applicable, cause its Affiliate to assign) to Century all of BMS's (and such Affiliate's) entire right, title and interest in and to all such data and information.

(ii) To the extent requested by Century, BMS shall transfer to Century all Approvals for the Reverted Products as well as all associated regulatory files. BMS shall also transfer to Century control of the global safety database and all of BMS's files related thereto, along with access to, and the right to receive directly from the source, all source materials relating thereto that are not otherwise available to the public. Each Party shall cooperate with the other Party to provide all reasonable assistance and take all actions reasonably requested by the other Party that are necessary or desirable to enable the other Party to comply with any Law in effecting the transfers pursuant to this Section 11.5.1(e)(ii) including 21 C.F.R. Part 314.72.

(iii) At Century's request, BMS shall sell to Century such portion of BMS's inventory of the Reverted Product at a price equal to one hundred percent (100%) of BMS's Manufacturing Costs.

(f) If the Terminated Program involves a Licensed Development Candidate or Product that incorporates or is covered or claimed by any Collaboration IP controlled by BMS or any of its Affiliates or BMS Background Patents or BMS Background Know-How, then at Century's election, exercisable by written notice within [***] after the effective date of termination by BMS Section 11.2 at will or Century under Section 11.3, the Parties will negotiate in good faith (but without any obligation to enter into an agreement) a license or sublicense (including financial terms reflecting the net present value of such a (sub)license and other reasonable and customary terms), as applicable, under all (or, as elected by Century, certain of) BMS Background Patents (solely to the extent owned by BMS or any of its Affiliates) and BMS Background Know-How (but solely to the extent owned by BMS or any of its Affiliates), and BMS's interest in the Collaboration Patents and Collaboration Know-How that are necessary or reasonably useful to make, have made, use, sell, offer for sale or import any pharmaceutical product containing such Development Candidate.

11.6 [***]

11.6.1 [***];

11.6.2 [***];

11.6.3 [***];

11.6.4 [***];

11.6.5 [***]; and

11.6.6 for clarity, all other rights of BMS under this Agreement shall survive.

11.7 Effect of Expiration or Termination Generally; Survival. Expiration or termination of this Agreement shall not relieve the Parties of any obligation accruing prior to such expiration or termination. Any expiration or termination of this Agreement shall be without prejudice to the rights of either Party against the other accrued or accruing under this Agreement prior to expiration or termination, including the obligation to pay amounts earned under this Agreement prior to such expiration or termination. Termination of this Agreement is without prejudice to any of the other rights and remedies conferred on the non-breaching Party by this Agreement or under law or equity, including with respect to payment of any amounts by the non-breaching Party to the breaching Party after termination by the non-breaching Party pursuant to this Article 11. The provisions set forth in Sections 4.2.2, 4.2.3 (for final accounting), 4.2.4 (for the time period set forth in the last sentence of Section 4.2.2), 4.7.3, 5.2, 5.4.2 through 5.4.4 (only in the event of the expiration of this Agreement) 5.6, 5.8, the first two sentences of 6.1.1 (only in the event of the expiration of this Agreement), 6.2.2 (the third through fifth sentences only for final accounting), 6.5.1 (only in the event of the expiration of this Agreement), 7.7 through 7.12 (for final accounting), 8.1 through 8.5, 9.1 through 9.2, 9.6, 10.7, 11.5, 11.7, 13.2 through 13.7, and 13.9 through 13.15 and Articles 1 (to the extent required to give effect to the provisions set forth in this Section 11.7) and 12 (other than Section 12.5) shall survive any expiration or termination of this Agreement or, with respect to a particular Collaboration Program, termination of such Collaboration Program, for the time periods set forth therein and if no time period is specified, then indefinitely.

ARTICLE 12.
INDEMNIFICATION

12.1 Indemnification by BMS. BMS shall indemnify, defend and hold harmless Century and its Affiliates, and its and their respective directors, officers, employees, agents, successors and assigns (collectively, the "Century Indemnitees"), from and against any and all Damages arising out of any Claim to the extent arising out of or relating to:

(a) the gross negligence or willful misconduct of BMS or its Affiliates or its or their respective directors, officers, employees or agents, in connection with BMS's performance of its obligations under this Agreement;

(b) any breach by BMS of any of its representations and warranties or covenants, agreements or obligations under this Agreement; or

(c) the Exploitation of a Product by BMS or any of its Affiliates in the Territory;

in each case of (a)-(c), provided, however, that such indemnity shall not apply to those Damages (x) for which Century has (or would have if the Century Indemnitee were a BMS Indemnitee) an indemnification obligation pursuant to Sections 12.2(a) through 12.2(f), as to which Damages each Party shall indemnify the Century Indemnitees or the BMS Indemnitees, as applicable, to the extent of its respective liability for such Damages or (y) arising from the negligence on the part of any Century Indemnitee under this Agreement.

12.2 Indemnification by Century. Century shall indemnify, defend and hold harmless BMS, its Affiliates and its and their respective directors, officers, employees, agents, successors and assigns (collectively, the "BMS Indemnitees"), from and against any and all Damages arising out of any Claim to the extent arising out of or relating to:

(a) the gross negligence or willful misconduct of Century or its Affiliates or its or their respective directors, officers, employees or agents, in connection with Century's performance of its obligations under this Agreement;

(b) any breach by Century of any of its representations and warranties or covenants, agreements or obligations under this Agreement;

(c) the performance by or on behalf of Century of its activities under any Research Plan, Century Work Plan or manufacturing under this Agreement;

(d) the misappropriation by Century or its Affiliates of any Third Party Know-How;

(e) infringement of Patents of a Third Party arising from the practice of the Century Platform Technology; or

(f) the Exploitation of a Product from a Terminated Program by Century or any of its Affiliates;

in each case of (a)-(f), provided, however, that such indemnity shall not apply to those Damages (x) for which BMS has (or would have if the BMS Indemnitee were a Century Indemnitee) an indemnification obligation pursuant to Section 12.1(a) or Section 12.1(b), as to which Damages each Party shall indemnify the Century Indemnitees or the BMS Indemnitees, as applicable, to the extent of its respective liability for such Damages or (y) arising from the negligence on the part of any BMS Indemnitee under this Agreement.

12.3 Procedure. In order for a Party claiming indemnity under this Article 12 (the "Indemnified Party") to be entitled to any indemnification provided for under this Article 12, the Indemnified Party shall give written notice to the Party from whom indemnity is being sought (the "Indemnifying Party") within [***] after learning of the Claim for which indemnity is being sought (it being understood and agreed, however, that the failure or delay by an Indemnified Party to give such notice of a Claim shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been prejudiced as a result of such failure or delay to give such notice). Subject to Section 9.5, if the Indemnifying Party is not contesting the indemnity obligation, the Indemnified Party shall permit the Indemnifying Party to control and assume the defense of any litigation relating to such claim and disposition of any such Claim unless the

Indemnifying Party is also a party (or likely to be named a party) to the proceeding in which such claim is made and the Indemnified Party gives notice to the Indemnifying Party that it may have defenses to such claim or proceeding that are in conflict with the interests of the Indemnifying Party, in which case the Indemnifying Party shall not be so entitled to assume the defense of the case. If the Indemnifying Party does assume the defense of any Claim, it (a) shall act diligently and in good faith with respect to all matters relating to the settlement or disposition of any Claim as the settlement or disposition relates to the Persons being indemnified under this Article 12, (b) shall cause such defense to be conducted by counsel reasonably acceptable to the Indemnified Party, (c) shall keep the Indemnified Party reasonably advised of the status of such Claim and the defense thereof and shall consider recommendations made by the Indemnified Party with respect thereto and (d) shall not settle or otherwise resolve any Claim without prior notice to the Indemnified Party and the consent of the Indemnified Party in its sole discretion if such settlement (i) involves anything other than the payment of money by the Indemnifying Party, (ii) will result in the Indemnified Party (or other Century Indemnitees or BMS Indemnitees, as applicable) becoming subject to injunctive or other similar type of relief, (iii) requires an admission by the Indemnified Party (or other Century Indemnitees or BMS Indemnitees, as applicable) or (iv) if Century is the Indemnifying Party, adversely affect the rights or licenses granted to BMS (or its Affiliate) under this Agreement. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in its defense of any claim for which the Indemnifying Party has assumed the defense in accordance with this Section 12.3, and, subject to Section 9.5, shall have the right (at its own expense, unless (x) the employment thereof has been specifically authorized in writing by the Indemnifying Party in writing or (y) the interests of the applicable Indemnified Party and the Indemnifying Party with respect to such Claim are sufficiently adverse to prohibit the representation by the same counsel of both parties under Law, ethical rules or equitable principles) to be present in person or through counsel at all legal proceedings giving rise to the right of indemnification. Subject to Section 9.5, so long as the Indemnifying Party is diligently defending the Claim in good faith, the Indemnified Party shall not settle any such Claim without the prior written consent of the Indemnifying Party in its sole discretion. If the Indemnifying Party does not assume and conduct the defense of the Claim as provided above, (a) the Indemnified Party may defend against and consent to the entry of any judgment or enter into any settlement with respect to the Claim subject to the consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed), and (b) the Indemnifying Party will remain responsible to indemnify the Indemnified Party as provided in this Article 12. If the Parties cannot agree as to the application of Section 12.1 or Section 12.2, as applicable, to any claim, pending resolution of the dispute pursuant to Section 13.5, subject to Section 9.5, the Parties may conduct separate defenses of such claims, with each Party retaining the right to claim indemnification from the other Party in accordance with Section 12.1 or Section 12.2, as applicable, upon resolution of the underlying claim. In each case, subject to Section 9.5, the Indemnified Party shall reasonably cooperate with the Indemnifying Party, and shall make available to the Indemnifying Party all pertinent information under the control of the Indemnified Party, which information shall be subject to Article 8.

12.4 LIMITATION OF LIABILITY. EXCEPT FOR (A) A BREACH BY CENTURY OF ITS OBLIGATIONS UNDER SECTION 5.7; (B) A BREACH BY EITHER PARTY OF ARTICLE 8; (C) DAMAGES THAT ARE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LIABLE PARTY (INCLUDING GROSS NEGLIGENCE OR WILLFUL BREACH WITH RESPECT TO THE MAKING OF A PARTY'S

REPRESENTATIONS AND WARRANTIES IN ARTICLE 10), OR (D) TO THE EXTENT ANY SUCH DAMAGES ARE REQUIRED TO BE PAID TO A THIRD PARTY AS PART OF A CLAIM FOR WHICH A PARTY PROVIDES INDEMNIFICATION UNDER THIS ARTICLE 12, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS FOR LOST PROFITS, SALES, REVENUES OR OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OR THE EXERCISE OF ITS RIGHTS HEREUNDER) UNDER ANY THEORY OF LIABILITY, AND REGARDLESS OF ANY NOTICE OR KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

12.5 Insurance. Each Party shall have and maintain such type and amounts of insurance covering its activities hereunder as is reasonable under the circumstances, including insurance as is: (a) normal and customary in the research-based pharmaceutical industry generally for parties similarly situated; and (b) otherwise required by Law. Each of the foregoing policies of Century shall be primary to any liability insurance carried by BMS, which BMS insurance shall be excess and non-contributory for claims and losses arising out of the performance of the Agreement. In the case of BMS (but not Century), all of such insurance coverage may be maintained through a self-insurance plan. Certificates evidencing at least the above-required insurance coverage shall be submitted by each Party within [***] after the Effective Date and prior to each renewal or replacement period and shall bear a certification that the coverage specified therein will not be canceled or terminated without at least [***] prior written notice to the other Party. Such policies shall remain in effect throughout the Term and shall not be canceled without the prior authorization of the other Party. Maintenance of such insurance coverage shall not relieve a Party of any responsibility under this Agreement for damages in excess of insurance limits or otherwise.

ARTICLE 13.
MISCELLANEOUS

13.1 Force Majeure. Neither Party shall be held liable to the other Party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in performing any obligation under this Agreement to the extent such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, potentially including embargoes, war, acts of war (whether war be declared or not), acts of terrorism, sabotage, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, epidemics, pandemics, fire, floods, earthquake, or other acts of God, or acts, omissions or delays in acting by any governmental authority, and that is not caused by the gross negligence or intentional misconduct of such Party (each such event or cause referred to as "Force Majeure"). The affected Party shall notify the other Party in writing of such Force Majeure circumstances as soon as reasonably practical, and shall promptly undertake all reasonable efforts necessary to cure such Force Majeure circumstances and resume performance of its obligations under this Agreement. If circumstances constituting Force Majeure exist for more than [***], the Parties shall meet to discuss and agree upon a resolution to the problem, if practicable. The foregoing notwithstanding, nothing herein shall require a Party to settle on terms unsatisfactory to such Party any strike, lock-out or other labor difficulty, or any investigation or proceeding by any public authority, or any litigation by any Third Party.

13.2 Assignment. Except as provided in this Section 13.2, neither Party may assign or otherwise transfer this Agreement or any right or obligation hereunder, without the prior written consent of the other Party in its sole discretion. Notwithstanding the foregoing, (a) either Party may, without the consent of the other Party, assign this Agreement to: (i) an Affiliate of such Party; or (ii) its successor in interest in connection with a Change of Control; (b) BMS may, without the consent of Century, (i) perform any or all of its obligations under this Agreement through any of its Affiliates or sublicensees or distributors, (ii) exercise any or all of its rights under this Agreement through any of its Affiliates or sublicensees and (iii) assign this Agreement or any of its rights or obligations hereunder in whole or in part in connection with a sale, disposition or other transfer of the assets relating to a Product or a Collaboration Program, and (c) Century may, with the prior written consent of BMS (such consent not to be unreasonably withheld, conditioned or delayed), assign this Agreement in connection with a sale, disposition or other transfer of the assets relating to the Collaboration Programs after the later of completion of the last Century Work Plan and successful completion of the last Manufacturing Technology Transfer with respect to the Collaboration Programs; provided, however, that in the case of assignment (A) to an Affiliate, or (B) to a Third Party other than a company similarly situated to the assigning Party, the assigning Party shall, notwithstanding such assignment, remain responsible for the performance of such Affiliate or such Third Party, as applicable, under this Agreement. Any attempted assignment not in accordance with this Section 13.2 shall be null and void and of no legal effect. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respected successors and permitted assigns.

13.3 Notices. All notices that are required or permitted hereunder shall be in writing and sufficient if (a) delivered personally, (b) sent by internationally recognized express courier or (c) sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Century, to:	Century Therapeutics, Inc. 3675 Market Street Philadelphia, PA 19104 Attention: Legal
With a copy to (and which shall not constitute notice to Century):	Troutman Pepper Hamilton Sanders LLP 3000 Two Logan Square Eighteenth and Arch Streets Philadelphia, PA 19103 Attention: Rachael Bushey and Timothy Atkins
If to BMS, to:	Bristol-Myers Squibb Company Route 206 and Province Line Road Princeton, NJ 08543-4000 Attention: Executive Vice President, Corporate Strategy and Business Development

With a copy to: Bristol-Myers Squibb Company
Route 206 and Province Line Road
Princeton, NJ 08543-4000
Attention: SVP & Associate General Counsel, Transactions

or to such other address(es) as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such notice shall be deemed to have been given: (i) when delivered, if personally delivered on a Business Day (or if delivered or sent on a non-Business Day, then on the next Business Day); (ii) on the Business Day of scheduled delivery, if sent by internationally recognized express courier; or (iii) on the earlier of actual receipt or the fifth Business Day following the date of mailing, if sent by mail in accordance with clause (c).

13.4 Governing Law; Jurisdiction; Service

13.4.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction; provided that all questions concerning (a) inventorship and ownership of Patents under this Agreement shall be determined in accordance with Section 9.2 and (b) the construction or effect of Patents shall be determined in accordance with the laws of the country or other jurisdiction in which the particular Patent has been filed or granted, as the case may be. The Parties agree to exclude the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

13.4.2 Jurisdiction. Subject to Section 5.3.2, Section 5.7.5, Section 11.7, Section 13.5 and Section 13.13, the Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of New York for any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement and agree not to commence any action, suit or proceeding (other than appeals therefrom) related thereto except in such courts. The Parties irrevocably and unconditionally waive their right to a jury trial.

13.4.3 Venue. The Parties further hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement in the courts of New York and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

13.4.4 Service. Each Party further agrees that service of any process, summons, notice or document by registered mail to its address set forth in Section 13.3 shall be effective service of process for any action, suit or proceeding brought against it under this Agreement in any such court.

13.5 Dispute Resolution.

13.5.1 Disputes. [***], the Parties shall negotiate in good faith and use reasonable efforts to amicably settle any dispute, controversy or claim arising from or related to this Agreement or the breach thereof that is outside the scope of authority of the JSC, and except for any Excluded Claims (each, a "Dispute"). Either Party shall have the right to refer any Dispute to the CEO of Century and the Executive Vice President, Research and Early Development of BMS (or their respective designees) who shall attempt in good faith to resolve such Dispute over a period of [***], and if the Parties are thereafter unable to resolve such Dispute, either Party may, at its sole discretion, seek resolution of such matter in accordance with Section 13.5.2.

13.5.2 Arbitration.

(a) Generally. If the Parties do not fully settle any Dispute within [***] of referring such matter to the executive officers pursuant to Section 13.5.1, then the Dispute shall be resolved through arbitration pursuant to this Section 13.5.2, the results of which shall be binding upon the Parties.

(b) Arbitration Procedure. Any arbitration pursuant to this Section 13.5.2 will be held in New York, New York, United States unless another location is mutually agreed by the Parties. The arbitration will be conducted under the auspices of the American Arbitration Association ("AAA") by a panel of three (3) arbitrators pursuant to AAA's Commercial Arbitration Rules then in effect. The award of the arbitrators shall be the sole and exclusive remedy of the Parties, except for those remedies that are set forth in this Agreement or that apply to a Party by operation of the applicable provisions of this Agreement, and the Parties hereby expressly agree to waive the right to appeal from the decisions of the arbitrators, and there shall be no appeal to any court or other authority (government or private) from the decision of the arbitrators. Judgment on the award rendered by the arbitrators may be enforced in any court having competent jurisdiction thereof.

(c) Arbitration Costs. Each Party shall bear its own attorneys' fees, costs and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrator; provided, however, that the arbitrators, in their award, shall be authorized to determine whether a Party is the prevailing Party, and if so, to award to that prevailing Party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, transcripts, photocopy charges and travel expenses) or the fees and costs of the arbitrators.

(d) Confidentiality. All proceedings and decisions of the arbitrators shall be deemed Confidential Information of each of the Parties, and shall be subject to Article 8.

(e) Award; Cumulative Remedies. Notwithstanding the provisions of Sections 13.5.2(a) and 13.5.2(b), either Party may bring an action in any court having jurisdiction to enforce an award rendered pursuant to Sections 13.5.2(a) and 13.5.2(b). The Parties further agree not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages. No remedy

referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under Law.

(f) Pending Final Resolution. Until final resolution of the Dispute in accordance with this Agreement, (i) this Agreement will remain in full force and effect; and (ii) the time periods for cure as to any termination will be tolled. The Parties further agree that any payments made pursuant to this Agreement pending resolution of the dispute shall be refunded if a final determination is made in accordance with this Agreement that such payments are not due.

(g) Injunctive Relief. Either Party may apply to the arbitrators or, for good cause, to the AAA for the appointment of an emergency arbitrator pursuant to the AAA's Commercial Arbitration Rules then in effect, for consideration of interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any injunctive or provisional relief necessary to protect the rights or property of such Party pending the arbitration award.

(h) As used in this Section 13.5, the term "Excluded Claim" means a dispute, controversy or claim between the Parties to the extent it concerns (i) the scope, validity, enforceability, inventorship or infringement of Patents; or (ii) compliance by the Parties with any Laws governing antitrust, anti-monopoly or competition law or regulation, whether or not statutory.

13.6 Entire Agreement; Amendments. This Agreement, together with the Exhibits and Schedules hereto, constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes and cancels all previous express or implied agreements, and understandings, negotiations, writings and commitments, either oral or written, in respect of the subject matter hereof; provided that all information for which either Party had non-disclosure and non-use obligations pursuant to that certain Confidentiality Agreement between Century and BMS dated March 4, 2019, as amended February 28, 2021 (the "Pre-Existing CDA") shall be considered Confidential Information under this Agreement and such obligated Party shall, except as otherwise set forth in Section 8.1, be considered the Receiving Party under this Agreement with respect to such Confidential Information, and any inventions (if any) made by the Parties in the course of evaluating or discussing the collaboration hereunder prior to the Effective Date (including in the course of generating the Initial Research Plans) shall be deemed inventions arising from the conduct of the applicable Initial Research Plan. The Exhibits and Schedules to this Agreement are incorporated herein by reference and are part of this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties.

13.7 Independent Contractors. It is expressly agreed that Century and BMS shall be independent contractors and that the relationship between the two Parties shall not constitute a partnership, joint venture or agency, and neither Party will treat the relationship between the Parties as a partnership, joint venture or other entity for any purposes. Neither Century nor BMS shall have the authority to make any statements, representations or commitments of any kind on behalf of, or otherwise bind or obligate the other Party, without the prior written consent of such other Party in its sole discretion.

13.8 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as are reasonably necessary to carry out the purposes and intent of this Agreement.

13.9 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties. To the fullest extent permitted by applicable Law, each Party hereby waives any provision of law that would render any provision hereof illegal, invalid or unenforceable in any respect.

13.10 Waiver. No waiver or release of any obligation under or provision of this Agreement shall be valid or effective unless in writing and signed by the waiving Party. The failure of any Party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any provision hereunder or of any breach of any provision hereof shall not be deemed to be a continuing waiver or a waiver of any other breach of such provision (or any other provision) on such occasion or any succeeding occasion.

13.11 Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement shall be construed against the drafting Party shall not apply.

13.12 Interpretation. The captions to the Articles and Sections of this Agreement are included only for convenience of reference and shall not in any way affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference in this Agreement to an Article, Section, subsection, clause, Exhibit or Schedule shall be deemed to be a reference to an Article, Section, subsection, clause, Exhibit or Schedule, of or to, as the case may be, this Agreement, unless otherwise indicated. In this Agreement, unless the context requires otherwise, (a) the words “including,” “include,” “includes,” “such as” and “e.g.” shall be deemed to be followed by the phrase “without limitation” or like expression, whether or not followed by the same; (b) references to the singular shall include the plural and vice versa; (c) references to masculine, feminine and neuter pronouns and expressions shall be interchangeable; (d) the words such as “herein”, “hereof”, and “hereunder” refer to this Agreement as a whole and not merely to the particular provision in which such words appear; (e) the word “or” is used in the inclusive sense that is typically associated with the phrase “and/or”, unless the context is clear that only one of the options described may apply; (f) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (g) all references to “dollars” or “$” herein shall mean Dollars; (h) the phrases “non-refundable, non-creditable” or “non-refundable and non-creditable” shall not prohibit, limit or restrict either Party’s right to obtain damages in connection with a breach of this Agreement; (i) all references to “costs” or “expenses” individually shall mean “costs and

expenses" and (j) a capitalized term not defined herein but reflecting a different part of speech from that of a capitalized term which is defined herein shall be interpreted in a correlative manner.

13.13 Non-Solicitation. During the period beginning on the Effective Date and ending one (1) year after the completion of successful Manufacturing Technology Transfer for the last Collaboration Program hereunder, each Party shall not, except with the express written permission of the other Party, directly or indirectly (a) solicit or entice, directly or indirectly, any employee of the other Party to this Agreement with whom it comes into contact as a result of the activities governed by this Agreement to be employed or contracted by it or any other Person, or (b) approach any such employee for such purpose, or authorize or approve the taking of such action by any other person. The foregoing will not prevent a Party from employing any such employee who contacts such Party on his or her own initiative without any direct or indirect solicitation by or encouragement from such Party. General advertising not directed at any specific employee will not be deemed a solicitation and hiring of employees solicited in this manner will not be a breach of this Agreement. The Parties acknowledge that damages for any actual or anticipated breach of this provision may be difficult or impossible to measure and therefore agree that in addition to any other legal or equitable rights, that the non-breaching Party shall be entitled to seek temporary or permanent injunctive relief to enforce the terms hereof, all without notice or bond.

13.14 Counterparts. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.15 No Third Party Beneficiaries. The Parties agree that no provision of this Agreement shall be for the benefit of, or shall be enforceable by any Third Party, including any creditor of either Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Research Collaboration and License Agreement to be executed by their duly authorized representatives as of the Effective Date.

BRISTOL-MYERS SQUIBB COMPANY	CENTURY THERAPEUTICS, INC.
By: /s/ Elizabeth Mily	By: /s/ Osvaldo Flores, Ph.D.
Name: Elizabeth Mily	Name: Osvaldo Flores, Ph.D.
Title: Executive Vice President, Strategy and Business Development	Title: President and Chief Executive Officer

Exhibit 21.1

SUBSIDIARIES OF CENTURY THERAPEUTICS, INC.

Subsidiary	Ownership percentage	State or Country of Incorporation
Century Therapeutics Canada ULC	100%	British Columbia, Canada

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8 No. 333-257644) pertaining to the 2021 Equity Incentive Plan, 2018 Stock Option and Grant Plan and 2021 Employee Stock Purchase Plan of Century Therapeutics, Inc., of our report dated March 17, 2022, with respect to the consolidated financial statements of Century Therapeutics, Inc., included in this Annual Report (Form 10-K) for the year ended December 31, 2021.

/s/ Ernst & Young LLP

Philadelphia, Pennsylvania

March 17, 2022

Exhibit 31.1

CERTIFICATION

I, Osvaldo Flores, certify that:

1. I have reviewed this Annual Report on Form 10-K of Century Therapeutics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and have:

    (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (c) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 17, 2022

/s/ Osvaldo Flores, Ph.D.
Osvaldo Flores, Ph.D.
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, Michael Diem, certify that:

1. I have reviewed this Annual Report on Form 10-K of Century Therapeutics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and have:

    (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (c) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 17, 2022

/s/ Michael Diem, M.D.
Michael Diem, M.D.
Chief Business Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Century Therapeutics, Inc. (the "Company") on Form 10-K for the year ended December 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to such officer's knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 17, 2022

/s/ Osvaldo Flores, Ph.D.
Osvaldo Flores, Ph.D.
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Century Therapeutics, Inc. (the "Company") on Form 10-K for the year ended December 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to such officer's knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 17, 2022

/s/ Michael Diem, M.D.
Michael Diem, M.D.
Chief Business Officer
(Principal Financial and Accounting Officer)