

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

FORM 10-Q

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

For the quarterly period ended July 2, 2023

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

**Enovix Corporation**

(Exact Name of Registrant as Specified in Charter)

(Successor to RODGERS SILICON VALLEY ACQUISITION CORP.)

Delaware	001-39753	85-3174357
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

3501 W Warren Avenue

Fremont, California 94538

(Address of Principal Executive Offices) (Zip Code)

(510) 695-2350

(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, par value \$0.0001 per share	ENVX	The Nasdaq Global Select Market

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

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

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

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

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

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

As of August 7, 2023, 160,126,939 shares of common stock, par value \$0.0001 per share, were issued and outstanding.

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## FORWARD LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The statements contained in this Quarterly Report on Form 10-Q that are not purely historical are forward-looking statements. Our forward-looking statements include, but are not limited to, statements regarding our or our management’s expectations, hopes, beliefs, intentions or strategies regarding the future. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words “anticipates,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “would” and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements in this Quarterly Report on Form 10-Q may include, for example, statements about our:

- ability to build and scale our advanced silicon-anode lithium-ion battery, our production and commercialization timeline;
- ability to meet milestones and deliver on our objectives and expectations, the implementation and success of our products, technologies, business model and growth strategy, various addressable markets, market opportunity and the expansion of our customer base;
- ability to meet the expectations of new and current customers, our ability to achieve market acceptance for our products;
- financial performance, including revenue, expenses and projections thereof;
- ability to convert our revenue funnel to purchase orders and revenue;
- placement of equipment orders for our next-generation manufacturing lines, the speed of and space requirements for our next-generation manufacturing lines relative to our existing lines at Fab1 in Fremont;
- factory sites and related considerations, including site selection, location and timing of build-out, and benefits thereof; and
- ability to attract and hire additional service providers, the strength of our brand, the build-out of additional production lines, our ability to optimize our manufacturing process, our future product development and roadmap and the future demand for our lithium-ion battery solutions.

The forward-looking statements contained in this Quarterly Report on Form 10-Q are based on our current expectations and beliefs concerning future developments and their potential effects on us. There can be no assurance that future developments affecting us will be those that we have anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond our control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These risks and uncertainties include, but are not limited to, those described in Part II, Item 1A. “Risk Factors” of this Quarterly Report on Form 10-Q. Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

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**PART I. FINANCIAL INFORMATION**
**Item 1. Financial Statements**

**ENOVIX CORPORATION**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
*(In thousands, except share and par value amounts)*  
*(Unaudited)*

	July 2, 2023	January 1, 2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 343,152	\$ 322,851
Short-term investments	66,092	—
Accounts receivable, net	42	170
Inventory	796	634
Deferred contract costs	800	800
Prepaid expenses and other current assets	2,932	5,193
Total current assets	413,814	329,648
Property and equipment, net	118,257	103,868
Operating lease, right-of-use assets	6,059	6,133
Other assets, non-current	825	937
Total assets	\$ 538,955	\$ 440,586
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 13,341	\$ 7,077
Accrued expenses	12,634	7,089
Accrued compensation	10,116	8,097
Deferred revenue	350	50
Other liabilities	942	716
Total current liabilities	37,383	23,029
Long-term debt, net	166,805	—
Warrant liability	76,260	49,080
Operating lease liabilities, non-current	7,775	8,234
Deferred revenue, non-current	3,424	3,724
Other liabilities, non-current	24	92
Total liabilities	291,671	84,159
Commitments and Contingencies (Note 8)		
Stockholders' equity:		
Common stock, \$0.0001 par value; authorized shares of 1,000,000,000; issued and outstanding shares of 158,911,419 and 157,461,802 as of July 2, 2023 and January 1, 2023, respectively	16	15
Preferred stock, \$0.0001 par value; authorized shares of 10,000,000; no shares issued or outstanding as of July 2, 2023 and January 1, 2023, respectively	—	—
Additional paid-in-capital	769,975	741,186
Accumulated other comprehensive loss	(24)	—
Accumulated deficit	(522,683)	(384,774)
Total stockholders' equity	247,284	356,427
Total liabilities and stockholders' equity	\$ 538,955	\$ 440,586

See accompanying notes to these condensed consolidated financial statements.

**ENOVIX CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
*(In thousands, except share and per share amounts)*  
*(Unaudited)*

	Quarters Ended		Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022	July 2, 2023	July 3, 2022
Revenue	\$ 42	\$ 5,101	\$ 63	\$ 5,101
Cost of revenue	14,235	5,739	26,483	6,254
Gross margin	(14,193)	(638)	(26,420)	(1,153)
Operating expenses:				
Research and development	16,553	15,827	40,302	28,558
Selling, general and administrative	16,688	11,566	43,962	23,435
Impairment of equipment	4,411	—	4,411	—
Total operating expenses	37,652	27,393	88,675	51,993
Loss from operations	(51,845)	(28,031)	(115,095)	(53,146)
Other income (expense):				
Change in fair value of common stock warrants	(14,340)	26,400	(27,180)	94,200
Interest income	3,150	629	5,616	653
Interest expense	(1,270)	—	(1,270)	—
Other income (expense), net	(1)	(133)	20	(135)
Total other income (expense), net	(12,461)	26,896	(22,814)	94,718
Net income (loss)	\$ (64,306)	\$ (1,135)	\$ (137,909)	\$ 41,572
Net income (loss) per share, basic	\$ (0.41)	\$ (0.01)	\$ (0.88)	\$ 0.27
Weighted average number of common shares outstanding, basic	157,151,386	152,521,389	156,397,145	152,082,655
Net loss per share, diluted	\$ (0.41)	\$ (0.18)	\$ (0.88)	\$ (0.34)
Weighted average number of common shares outstanding, diluted	157,151,386	152,521,389	156,397,145	152,924,803

See accompanying notes to these condensed consolidated financial statements.

**ENOVIX CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
*(In thousands, except share and per share amounts)*  
*(Unaudited)*

	Quarters Ended		Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022	July 2, 2023	July 3, 2022
Net income (loss)	\$ (64,306)	\$ (1,135)	\$ (137,909)	\$ 41,572
Other comprehensive income (loss), net of tax				
Net unrealized loss on available-for-sale securities	(24)	—	(24)	—
Other comprehensive loss, net of tax	(24)	—	(24)	—
Total comprehensive income (loss)	<u>\$ (64,330)</u>	<u>\$ (1,135)</u>	<u>\$ (137,933)</u>	<u>\$ 41,572</u>

See accompanying notes to these condensed consolidated financial statements.

**ENOVIX CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
*(In thousands, except share amounts)*  
*(Unaudited)*

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
<b>Balance as of January 1, 2023</b>	<b>157,461,802</b>	<b>\$ 15</b>	<b>\$ 741,186</b>	<b>\$ —</b>	<b>\$ (384,774)</b>	<b>\$ 356,427</b>
Issuance of common stock upon exercise of stock options	86,654	—	328	—	—	328
Early exercised stock options vested	—	1	82	—	—	83
RSUs vested, net of shares withheld for taxes	679,606	—	(777)	—	—	(777)
Repurchase of unvested restricted common stock	(138,599)	—	—	—	—	—
Stock-based compensation	—	—	29,653	—	—	29,653
Net loss	—	—	—	—	(73,603)	(73,603)
<b>Balance as of April 2, 2023</b>	<b>158,089,463</b>	<b>16</b>	<b>770,472</b>	<b>—</b>	<b>(458,377)</b>	<b>312,111</b>
Issuance of common stock upon exercise of stock options	93,921	—	643	—	—	643
Issuance of common stock under employee stock purchase plan	146,278	—	1,170	—	—	1,170
Early exercised stock options vested	—	—	14	—	—	14
RSUs vested, net of shares withheld for taxes	650,202	—	(448)	—	—	(448)
Repurchase of unvested restricted common stock	(68,445)	—	—	—	—	—
Stock-based compensation	—	—	15,374	—	—	15,374
Purchase of Capped Calls	—	—	(17,250)	—	—	(17,250)
Change in net unrealized loss on available-for-sale securities, net of tax	—	—	—	(24)	—	(24)
Net loss	—	—	—	—	(64,306)	(64,306)
<b>Balance as of July 2, 2023</b>	<b>158,911,419</b>	<b>\$ 16</b>	<b>\$ 769,975</b>	<b>\$ (24)</b>	<b>\$ (522,683)</b>	<b>\$ 247,284</b>

See accompanying notes to these condensed consolidated financial statements.

**ENOVIX CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (Continued)**  
*(In thousands, except share amounts)*  
*(Unaudited)*

	Common Stock		Additional	Accumulated	Total
	Shares	Amount	Paid-in Capital	Deficit	Stockholders' Equity
<b>Balance as of January 2, 2022</b>	<b>152,272,287</b>	<b>\$ 15</b>	<b>\$ 659,254</b>	<b>\$ (333,152)</b>	<b>\$ 326,117</b>
Issuance of common stock upon exercise of stock options	91,910	—	200	—	200
Issuance of common stock upon exercise of common stock warrants	4,126,466	—	47,452	—	47,452
Early exercised stock option vested	—	—	42	—	42
RSUs vested	34,941	—	—	—	—
Repurchase of unvested restricted common stock	(105,886)	—	—	—	—
Stock-based compensation	—	—	4,536	—	4,536
Net income	—	—	—	42,707	42,707
<b>Balance as of April 3, 2022</b>	<b>156,419,718</b>	<b>15</b>	<b>711,484</b>	<b>(290,445)</b>	<b>421,054</b>
Issuance of common stock upon exercise of stock options	46,807	—	77	—	77
Issuance of common stock under employee stock purchase plan	126,574	—	1,113	—	1,113
Early exercised stock option vested	—	—	28	—	28
RSUs vested	115,990	—	—	—	—
Repurchase of unvested restricted common stock	(30,399)	—	—	—	—
Stock-based compensation	—	—	7,603	—	7,603
Net loss	—	—	—	(1,135)	(1,135)
<b>Balance as of July 3, 2022</b>	<b>156,678,690</b>	<b>\$ 15</b>	<b>\$ 720,305</b>	<b>\$ (291,580)</b>	<b>\$ 428,740</b>

See accompanying notes to these condensed consolidated financial statements.



**ENOVIX CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
*(In thousands)*  
*(Unaudited)*

	Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022
<b>Cash flows from operating activities:</b>		
Net income (loss)	\$ (137,909)	\$ 41,572
Adjustments to reconcile net income (loss) to net cash used in operating activities		
Depreciation	6,978	1,531
Amortization of right-of-use assets	289	269
Accretion of discount on investments	(389)	—
Amortization of debt issuance costs	222	—
Stock-based compensation	44,199	13,418
Changes in fair value of common stock warrants	27,180	(94,200)
Impairment of equipment	4,411	—
Changes in operating assets and liabilities:		
Accounts receivable	128	(102)
Inventory	(163)	(669)
Prepaid expenses and other assets	3,145	613
Deferred contract costs	—	3,214
Accounts payable	892	249
Accrued expenses and compensation	1,849	(1,191)
Deferred revenue	—	(5,000)
Other liabilities	5	(3)
Net cash used in operating activities	(49,163)	(40,299)
<b>Cash flows from investing activities:</b>		
Purchase of property and equipment	(15,724)	(14,473)
Purchases of investments	(65,736)	—
Net cash used in investing activities	(81,460)	(14,473)
<b>Cash flows from financing activities:</b>		
Proceeds from exercise of common stock warrants, net	—	52,828
Proceeds from issuance of Convertible Senior Notes	172,500	—
Payments of debt issuance costs	(5,228)	—
Purchase of Capped Calls	(17,250)	—
Payroll tax payments for shares withheld upon vesting of RSUs	(1,226)	—
Proceeds from the exercise of stock options	972	277
Proceeds from issuance of common stock under employee stock purchase plan	1,169	1,112
Repurchase of unvested restricted common stock	(13)	(8)
Net cash provided by financing activities	150,924	54,209
Change in cash, cash equivalents, and restricted cash	20,301	(563)
Cash and cash equivalents and restricted cash, beginning of period	322,976	385,418
Cash and cash equivalents, and restricted cash, end of period	\$ 343,277	\$ 384,855

See accompanying notes to these condensed consolidated financial statements.

**ENOVIX CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)**  
*(In thousands)*  
*(Unaudited)*

	<b>Fiscal Years-to-Date Ended</b>	
	<b>July 2, 2023</b>	<b>July 3, 2022</b>
<b>Supplemental cash flow data (Non-cash):</b>		
Purchase of property and equipment included in liabilities	\$ 15,770	\$ 6,303
Accrued debt issuance costs	689	—

The following presents the Company's cash, cash equivalents and restricted cash by category in the Company's Condensed Consolidated Balance Sheets:

	<b>Fiscal Years-to-Date Ended</b>	
	<b>July 2, 2023</b>	<b>July 3, 2022</b>
Cash and cash equivalents	\$ 343,152	\$ 384,730
Restricted cash included in prepaid expenses and other current assets	125	125
Total cash, cash equivalents, and restricted cash	<u>\$ 343,277</u>	<u>\$ 384,855</u>

See accompanying notes to these condensed consolidated financial statements.

**ENOVIX CORPORATION**  
**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
*(Unaudited)*

**Note 1. Organization and Basis of Presentation**

**Organization**

Enovix Corporation (“Enovix” or the “Company”) was incorporated in Delaware in 2006. The Company designs, develops, manufactures and commercializes next generation Lithium-ion, or Li-ion, battery cells that significantly increase the amount of energy density and storage capacity relative to conventional battery cells. Our batteries’ mechanical design, or “architecture,” allows us to use high performance chemistries while enabling safety and charge time advantages. The Company is headquartered in Fremont, California.

Prior to the second quarter of 2022, the Company was focused on the development and commercialization of its silicon-anode lithium-ion batteries. Beginning in the second quarter of 2022, the Company commenced its planned principal operations of commercial manufacturing and began its production of silicon-anode lithium-ion batteries or battery pack products, as well as generating product revenue in addition to service revenue from its engineering service contracts for the development of silicon-anode lithium-ion battery technology.

**Note 2. Summary of Significant Accounting Policies**

**Basis of Presentation and Consolidation**

The accompanying condensed consolidated financial statements are presented in accordance with accounting principles generally accepted in the United States (“GAAP”). The condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation. The Company did not have any income tax expenses for the periods presented.

**Liquidity and Capital Resources**

The Company has incurred operating losses and negative cash flows from operations since its inception through July 2, 2023 and expects to incur operating losses for the foreseeable future. As of July 2, 2023, the Company had a working capital of \$376.4 million and an accumulated deficit of \$522.7 million. In April 2023, we closed private offerings of \$172.5 million aggregate principal amount of 3.0% convertible senior notes due 2028 (the “Convertible Senior Notes”). The net proceeds from the Convertible Senior Notes were approximately \$166.6 million. The Company used approximately \$17.3 million of the net proceeds from the offerings of the Convertible Senior Notes to pay the cost of the capped call transactions entered on April 20, 2023 in connection with such offerings. The remaining net proceeds will be used to build out a second battery cell manufacturing facility (“Fab2”) in Malaysia and fund the acquisition of production lines of the Company’s second-generation (“Gen2”) manufacturing equipment (“Gen2 Autolines”), and for working capital and other general corporate purposes. See Note 7 “Borrowings” for more information.

Based on the anticipated spending, the Company currently expects that its cash will be sufficient to meet its funding requirements over the next twelve months. Going forward, the Company may require additional financing for its future operations and expansion. The accompanying condensed consolidated financial statements have been prepared assuming the Company will continue as a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business.

**Unaudited Interim Condensed Consolidated Financial Statements**

The Condensed Consolidated Balance Sheet as of July 2, 2023, the Condensed Consolidated Statements of Operations, the Condensed Consolidated Statement of Comprehensive Income, the Condensed Consolidated Statements of Changes in Shareholders’ equity and the Condensed Consolidated Statements of Cash Flows for the quarters and fiscal years-to-date ended July 2, 2023 and July 3, 2022 are unaudited. These accompanying unaudited condensed consolidated financial statements have been prepared pursuant to the rules and regulations of the SEC for interim financial reporting. In the opinion of management, these unaudited condensed consolidated financial statements reflect all adjustments, consisting of normal recurring items, considered necessary to present fairly the Company’s financial condition, results of operations, stockholders’ equity and cash flows for the periods presented above. The results of operations for the quarter and year-to-date ended July 2, 2023 are not necessarily indicative of the operating results for the full year, and therefore should not be

**ENOVIX CORPORATION**  
**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**  
*(Unaudited)*

relied upon as an indicator of future results. The Condensed Consolidated Balance Sheet as of January 1, 2023 included herein was derived from the audited consolidated financial statements as of that date and the accompanying consolidated financial statements and related notes are included in the Company's Annual Report on Form 10-K.

#### **Use of Estimates**

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities in the condensed consolidated financial statements and accompanying notes during the reporting periods. Estimates and assumptions include but are not limited to: depreciable lives for property and equipment, valuation for inventory, the valuation allowance on deferred tax assets, assumptions used in stock-based compensation, incremental borrowing rate for operating right-of-use assets and lease liabilities, and estimates to fair value common stock warrants. Management bases its estimates on historical experience and on various other market-specific and relevant assumptions that it believes to be reasonable under the circumstances. In the preparation of our condensed consolidated financial statements, the Company has considered potential impacts of the COVID-19 pandemic on its critical and significant accounting estimates. There was no significant impact to its condensed consolidated financial statements. The Company will continue to evaluate the nature and extent of the potential impacts to its business and its condensed consolidated financial statements.

#### **Summary of Significant Accounting Policies**

In May 2023, the Company invested in marketable securities, resulting in the following update to the significant accounting policies disclosed in Note 2 "Summary of Significant Accounting Policies," of the notes to the consolidated financial statements for the fiscal year ended January 1, 2023, included in the Company's Annual Report on Form 10-K.

##### *Investments*

The Company's investments consist of highly liquid fixed-income securities. The Company determines the appropriate classification of its investments at the time of purchase and reevaluates such designation at each balance sheet date. The Company has classified and accounted for its investments as available-for-sale securities as the Company may sell these securities at any time for use in its current operations or for other purposes, including prior to maturity.

Investments with original maturities greater than 90 days and remaining maturities of less than one year are normally classified within current assets on the Condensed Consolidated Balance Sheets. In addition, investments with maturities beyond one year at the time of purchase that are highly liquid in nature and represent the investment of cash that is available for current operations are classified as current assets.

Unrealized gains and losses on these investments are reported as a separate component of Accumulated other comprehensive loss until the security is sold, the security has matured, or the security has realized. Realized gains and losses on these investments are calculated based on the specific identification method and would be reclassified from Accumulated other comprehensive loss to Other income (expense), net in the Condensed Consolidated Statements of Operations.

The Company has designated all investments as available-for-sale and, therefore, the investments are subject to periodic impairment under the available-for-sale debt security impairment model. Available-for-sale debt securities in an unrealized loss position are written down to fair value through a charge to Other income (expense), net in the Condensed Consolidated Statements of Operations if the Company intends to sell the security or it is more likely than not the Company will be required to sell the security before recovery of its amortized cost basis. The Company evaluates the remaining securities to determine what amount of the excess, if any, is caused by expected credit losses. A decline in fair value attributable to expected credit losses is recorded to Other income (expense), net, while any portion of the loss related to non-credit factors is recorded in accumulated other comprehensive income (loss). For securities sold prior to maturity, the cost of the securities sold is based on the specific identification method. Realized gains and losses on the sale of investments are recorded in Other income (expense), net in the Condensed Consolidated Statements of Operations.

#### **Note 3. Fair Value Measurement**

The fair value of the Company's financial assets and liabilities are determined in accordance with the fair value hierarchy established in Accounting Standards Codification ("ASC") 820, *Fair Value Measurements*, issued by the Financial Accounting Standards Board. The fair value hierarchy of ASC 820 requires an entity to maximize the use of observable inputs when measuring fair value and classifies those inputs into three levels:

**ENOVIX CORPORATION**  
**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**  
*(Unaudited)*

Level 1:	Observable inputs, such as quoted prices (unadjusted) in active markets for identical assets or liabilities at the measurement date.
Level 2:	Observable inputs, other than Level 1 prices, such as quoted prices in active markets for similar assets and liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
Level 3:	Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The Company's financial instruments consist primarily of cash and cash equivalents, short-term investments, accounts receivable, accounts payable and warrant liabilities. Cash and cash equivalents are reported at their respective fair values on the Company's Condensed Consolidated Balance Sheets. The following table details the fair value measurements of assets and liabilities that were measured at fair value on a recurring basis based on the following three-tiered fair value hierarchy per ASC 820, *Fair Value Measurement*, as of July 2, 2023 and January 1, 2023 (in thousands).

	Fair Value Measurement using				Total Fair Value
	Level 1	Level 2	Level 3		
As of July 2, 2023					
Assets:					
Cash equivalents:					
Money Market Funds	\$ 127,303	\$ —	\$ —	\$	127,303
U.S. Treasuries	—	33,222	—		33,222
Short-term investments:					
U.S. Treasuries	—	66,092	—		66,092
Liabilities:					
Private Placement Warrants	\$ —	\$ —	\$ 76,260	\$	76,260
As of January 1, 2023					
Assets:					
Cash equivalents:					
Money Market Funds	\$ 319,946	\$ —	\$ —	\$	319,946
Liabilities:					
Private Placement Warrants	\$ —	\$ —	\$ 49,080	\$	49,080

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**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**  
*(Unaudited)*

*Cash Equivalents and Short-term Investments:*

The following is a summary of cash equivalents and short-term investments (in thousands).

	Amortized Cost	Unrealized Gain	Unrealized Loss	Estimated Fair Value	Reported as	
					Cash Equivalents	Short-term Investments
As of July 2, 2023						
Money Market Funds	\$ 127,303	\$ —	\$ —	\$ 127,303	\$ 127,303	\$ —
U.S. Treasuries	99,338	9	(33)	99,314	33,222	66,092
Total	\$ 226,641	\$ 9	\$ (33)	\$ 226,617	\$ 160,525	\$ 66,092
As of January 1, 2023						
Money Market Funds	\$ 319,946	\$ —	\$ —	\$ 319,946	\$ 319,946	\$ —

*Private Placement Warrants*

The Company's liabilities are measured at fair value on a non-recurring basis, including 6,000,000 warrants that were held by Rodgers Capital, LLC (the "Sponsor") and certain of its members (the "Private Placement Warrants"). The fair value of the Private Placement Warrants is considered a Level 3 valuation and is determined using the Black-Scholes valuation model. As of July 2, 2023, the fair value of the Private Placement Warrants was \$12.71 per share with an exercise price of \$11.50 per share. The following tables summarize the changes for Level 3 items measured at fair value on a recurring basis using significant unobservable inputs (in thousands).

	Private Placement Warrants
<b>Fair value as of January 1, 2023</b>	<b>\$ 49,080</b>
Change in fair value	27,180
<b>Fair value as of July 2, 2023</b>	<b>\$ 76,260</b>

	Private Placement Warrants
<b>Fair value as of January 2, 2022</b>	<b>\$ 124,260</b>
Change in fair value	(94,200)
<b>Fair value as of July 3, 2022</b>	<b>\$ 30,060</b>

The following table summarizes the key assumptions used for determining the fair value of the Private Placement warrants.

	Private Placement Warrants Outstanding as of July 2, 2023	Private Placement Warrants Outstanding as of January 1, 2023
Expected term (in years)	3.0	3.5
Expected volatility	95.0%	92.5%
Risk-free interest rate	4.5%	4.2%
Expected dividend rate	0.0%	0.0%

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**NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**  
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*Convertible Senior Notes*

The Company considers the fair value of the Convertible Senior Notes to be a Level 2 measurement as they are not actively traded in the market. As of July 2, 2023, the fair value of the Convertible Senior Notes was \$214.1 million.

**Note 4. Property and Equipment**

Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is computed on a straight-line basis over the estimated useful lives of the assets. Property and equipment as of July 2, 2023 and January 1, 2023, consisted of the following (in thousands).

	July 2, 2023	January 1, 2023
Machinery and equipment	\$ 60,558	\$ 55,694
Office equipment and software	1,785	1,586
Furniture and fixtures	829	771
Leasehold improvements	25,322	24,565
Construction in process	47,235	33,268
Total property and equipment	135,729	115,884
Less: accumulated depreciation	(17,472)	(12,016)
Property and equipment, net	\$ 118,257	\$ 103,868

The following table summarizes the depreciation and amortization expenses related to property and equipment, which are recorded within cost of revenue, research and development expense and selling, general and administrative expense in the Condensed Consolidated Statements of Operations (in thousands).

	Quarters Ended		Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022	July 2, 2023	July 3, 2022
Depreciation expense	\$ 3,523	\$ 1,217	\$ 6,978	\$ 1,531

*Equipment Impairment*

During the second quarter of 2023, the Company disposed a group of machinery and equipment and recorded an impairment charge of \$4.4 million for the quarter and fiscal year-to-date ended July 2, 2023. As of July 2, 2023 and January 1, 2023, \$0.6 million and \$1.7 million of the impairment charges, respectively, were recorded as accrued expenses on the Condensed Consolidated Balance Sheet. These impaired assets were previously capitalized as "Machinery and equipment" category of property and equipment, net on the Condensed Consolidated Balance Sheets. No impairment of equipment was recorded for the corresponding periods in the prior year.

**Note 5. Inventory**

Inventory is stated at the lower of cost or net realizable value on a first-in and first-out basis. Inventory consists of the following components (in thousands).

	July 2, 2023	January 1, 2023
Raw materials	\$ 676	\$ 481
Work-in-process	51	106
Finished goods	69	47
Total inventory	\$ 796	\$ 634

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**Note 6. Leases**

The Company leases its headquarters, engineering and manufacturing space in Fremont, California under a single non-cancelable operating lease, right of use asset with an expiration date of August 31, 2030. In March 2021, the Company entered into a new agreement to lease office space in Fremont, California under a non-cancelable operating lease that expires in April 2026 with an option to extend for five years.

The components of lease costs were as follows (in thousands):

	Quarters Ended		Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022	July 2, 2023	July 3, 2022
Operating lease cost	\$ 539	\$ 419	\$ 950	\$ 839

Supplemental lease information:

Operating leases	As of	
	July 2, 2023	January 1, 2023
Weighted-average remaining lease term	7.2 years	7.7 years
Weighted-average discount rate	6.8%	6.8%

Supplemental cash flow information related to leases are as follows (in thousands):

	Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 699	\$ 679

**Maturities of Lease Liabilities**

The following is a schedule of maturities of lease liabilities as of July 2, 2023 (in thousands).

	Operating lease
2023 (remaining six months)	\$ 706
2024	1,449
2025	1,492
2026	1,491
2027	1,513
Thereafter	4,262
Total	10,913
Less: imputed interest	(2,252)
Present value of lease liabilities	\$ 8,661



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**Note 7. Borrowings**

The Company's long-term debt, net consists of the following (in thousands).

	Annual Interest Rate	Maturity Date	As of July 2, 2023
Convertible Senior Notes	3.0 %	May 1, 2028	\$ 172,500
Less: unamortized debt issuance costs			(5,695)
Long-term debt, net			<u>\$ 166,805</u>

**Convertible Senior Notes**

On April 20, 2023, the Company issued \$172.5 million aggregate principal amount of Convertible Senior Notes, pursuant to an indenture, dated as of April 20, 2023 (the "Indenture"), between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The offerings and sale of the Convertible Senior Notes were made by the Company to the initial purchasers in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), for resale by the initial purchasers to qualified institutional buyers (as defined in the Securities Act) pursuant to the exemption from registration provided by Rule 144A under the Securities Act. The issuance included the exercise in full by the initial purchasers of their option to purchase an additional \$22.5 million aggregate principal amount of the Convertible Senior Notes. \$10.0 million principal amount of the Convertible Senior Notes (the "Affiliate Notes") were issued to an entity affiliated with Thurman John "T.J." Rodgers, the Company's Chairman in a concurrent private placement.

The Convertible Senior Notes are unsecured obligations of the Company and bear interest at a rate of 3.0% per year from April 20, 2023, and will be payable semiannually in arrears on May 1 and November 1 of each year, beginning on November 1, 2023. The Convertible Senior Notes will mature on May 1, 2028 unless earlier converted, redeemed or repurchased.

The net proceeds from the offerings were approximately \$166.6 million. The Company used approximately \$17.3 million of the net proceeds from the offerings to pay the cost of the capped call transactions entered on April 20, 2023 in connection with the offerings. The remaining net proceeds will be used to build out Fab 2 in Malaysia and fund the acquisition of Gen2 Autolines, and for working capital and other general corporate purposes.

The conversion rate for the Convertible Senior Notes will initially be 64.0800 shares of the Company's common stock per \$1,000 principal amount of the Convertible Senior Notes, which is equivalent to an initial conversion price of \$15.61 per share of common stock, subject to adjustment under certain circumstances in accordance with the terms of the Indenture.

Holders of the Convertible Senior Notes may convert all or any portion of their notes, in integral multiples of \$1,000 principal amount, at their option at any time prior to the close of business on the business day immediately preceding February 1, 2028 only under the following conditions:

- during any fiscal quarter commencing after the fiscal quarter ending on October 1, 2023 (and only during such fiscal quarter), if the last reported sale price of the Company's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding fiscal quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- during the five business day period after any ten consecutive trading day period (the "measurement period") in which the "trading price" (as defined in the Indenture) per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of the Company's common stock and the conversion rate on each such trading day;
- if the Company calls the Convertible Senior Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date, but only with respect to the Convertible Senior Notes called (or deemed called) for redemption; or
- upon the occurrence of specified corporate events as set forth in the Indenture.

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On or after February 1, 2028 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert all or any portion of their notes, at any time, in integral multiples of \$1,000 principal amount, at the option of the holder regardless of the foregoing conditions.

Upon conversion, the Company may satisfy its conversion obligation by paying or delivering, as the case may be, cash, shares of the Company's common stock, or a combination of cash and shares of the Company's common stock, at the Company's election, in the manner and subject to the terms and conditions provided in the Indenture.

The Company may not redeem the Convertible Senior Notes prior to May 6, 2026. The Company may redeem for cash all or any portion of the Convertible Senior Notes, at its option, on or after May 6, 2026, if the liquidity condition is satisfied and the last reported sale price of the Company's common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption at a redemption price equal to 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. If the Company redeem less than all the outstanding notes, at least \$100.0 million aggregate principal amount of notes must be outstanding and not subject to redemption as of, and after giving effect to, delivery of the relevant redemption notice.

If the Company undergoes a "fundamental change," as defined in the Indenture, fundamental change permits the holders of the Convertible Senior Notes to require the Company to repurchase the Convertible Senior Notes, subject to certain terms and conditions as defined in the Indenture. Holders may require the Company to repurchase for cash all or any portion of their notes in principal amounts of \$1,000 or an integral multiple thereof. The fundamental change repurchase price will be equal to 100% of the principal amount of the notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

In accounting for the issuance of the Convertible Senior Notes, the Company accounted for the Convertible Senior Notes as liability instruments and considered it as single units of account pursuant to the Accounting Standards Update ("ASU") No. 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)*, ("ASU 2020-06"). Accrued interest for the Convertible Senior Notes was recorded as Accrued expenses on the Condensed Consolidated Balance Sheet. Costs incurred in connection with the issuance of debt are deferred and amortized as interest expense over the term of the related debt using the effective interest method. To the extent that the debt is outstanding, the debt issuance costs were recorded as a reduction to Long-term debt, net on the Condensed Consolidated Balance Sheet. For the quarter and fiscal year-to-date ended July 2, 2023, the Company incurred approximately \$5.9 million of debt issuance costs relating to the issuance of the Convertible Senior Notes.

For the quarter and fiscal year-to-date ended July 2, 2023, the Company recorded \$1.3 million of interest expense, including \$0.2 million of amortization of debt issuance costs, related to the Convertible Senior Notes within Interest expense in the Condensed Consolidated Statements of Operations.

#### **Capped Call Transactions**

In connection with the issuance of the Convertible Senior Notes, the Company paid approximately \$17.3 million to enter into capped call transactions with certain financial institutions (the "Capped Calls"). The Capped Calls are generally expected to reduce the potential dilution to the Company's common stock upon any conversion of the Convertible Senior Notes and/or offset any cash payments the Company is required to make in excess of the principal amount of the converted Convertible Senior Notes, as the case may be, with such reduction and/or offset subject to a cap based on a cap price initially equal to \$21.17 per share (which represents a premium of 56.0% over the last reported sale price of the Company's common stock of \$13.57 per share on The Nasdaq Global Select Market on April 17, 2023), and is subject to certain adjustments under the terms of the Capped Calls. The Company recorded the Capped Calls as a reduction of stockholders' equity, not as derivatives, as the Capped Calls met certain accounting criteria. No subsequent remeasurement is required.

#### **Note 8. Commitments and Contingencies**

##### **Purchase Commitments**

As of July 2, 2023 and January 1, 2023, the Company's commitments included approximately \$68.0 million and \$22.7 million, respectively, of the Company's open purchase orders and contractual obligations that occurred in the ordinary course of business, including commitments with contract manufacturers and suppliers for which the Company has not received the goods or services, commitments for capital expenditures and construction-related activities for which the Company has not received the services. Although open purchase orders are considered enforceable and legally binding, the

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terms generally allow the Company the option to cancel, reschedule, and adjust its requirements based on its business needs prior to the delivery of goods or performance of services. For lease obligations, please refer to Note 6 "Leases" for more details. For the Convertible Senior Notes obligation, please refer to Note 7 "Borrowings" for more details.

#### **Performance Obligations**

As of July 2, 2023, the Company had \$3.8 million of performance obligations, which comprised of total deferred revenue and customer order deposits. The Company currently expects to recognize approximately 9% of deferred revenue as revenue within the next twelve months.

#### **Litigation**

From time to time, the Company is involved in a variety of claims, lawsuits, investigations, and proceedings relating to securities laws, product liability, intellectual property, commercial, insurance, contract disputes, employment, and other matters. Certain of these lawsuits and claims are described in further detail below. The Company intends to defend vigorously against all of the following allegations.

A liability and related charge to earnings are recorded in the condensed consolidated financial statements for legal contingencies when the loss is considered probable and the amount can be reasonably estimated. The assessment is re-evaluated each accounting period and is based on all available information, including the impact of negotiations, settlements, rulings, advice of legal counsel, and other information and events pertaining to each case. The outcomes of outstanding legal matters are inherently unpredictable and subject to uncertainties. While there can be no assurance of favorable outcome of these legal matters, we currently believe that the outcome of these matters will not have a material adverse effect on the Company's results of operations, liquidity or financial position.

##### *Sopheak Prak et al. v. Enovix Corporation et al., 22CV005846, Superior Court of California, Alameda County*

On January 21, 2022, two former machine operator employees filed a putative wage and hour class action lawsuit against Enovix and co-defendant Legendary Staffing, Inc. in the Superior Court of California, County of Alameda. The case is captioned *Sopheak Prak & Ricardo Pimentel v Enovix Corporation and Legendary Staffing, Inc.*, 22CV005846. The Prak complaint alleges, among other things, on a putative class-wide basis, that the defendants failed to pay all overtime wages and committed meal period, rest period and wage statement violations under the California Labor Code and applicable Wage Orders. The plaintiffs are seeking unpaid wages, statutory penalties and interest and reasonable costs and attorney fees. In September 2022, the Company began the mediation process. Based on the current knowledge of the legal proceeding, an estimate of possible loss liability was recorded on the Condensed Consolidated Balance Sheet as of July 2, 2023.

##### *Kody Walker v. Enovix Corporation, 23CV028923, Superior Court of California, Alameda County*

On March 8, 2023, a former employee filed a putative class action lawsuit against Enovix in the Superior Court of California, County of Alameda (the "Walker Complaint"). The Walker Complaint alleges, among other things, on a putative class-wide basis, that the Company failed to pay minimum wages, overtime and sick time wages, failed to reimburse employees for required expenses, failed to provide meal and rest periods and issued inaccurate wage statement under the California Labor Code and applicable Wage Orders. The Walker Complaint asserts on an individual basis that Walker was constructively discharged. The plaintiff seeks unpaid wages, statutory penalties and interest and reasonable costs and attorney fees.

##### *Securities Class Action Complaint*

On January 6, 2023, a purported Company stockholder filed a securities class action complaint in the U.S. District Court for the Northern District of California against the Company and certain of its current and former officers and directors. The complaint alleges that defendants violated Sections 10(b) and 20(a) of the Exchange Act of 1934 and Rule 10b-5 promulgated thereunder by making material misstatements or omissions in public statements related to the Company's manufacturing scaleups. Following court appointment of two purported Company stockholder lead plaintiffs, a consolidated complaint alleging substantially similar claims was filed on July 7, 2023. The consolidated complaint seeks unspecified damages, interest, fees and costs on behalf of all persons and entities who purchased and/or acquired shares of the Company or RSVAC's common stock between June 24, 2021 and January 3, 2023. A substantially identical complaint

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was filed on January 25, 2023 by another purported Company stockholder. Based on currently available information, the Company is unable to make a reasonable estimate of loss or range of losses, if any, arising from this matter.

**Guarantees and Indemnifications**

In the normal course of business, the Company enters into contracts and agreements that contain a variety of representations and warranties and provide for general indemnifications. The Company's exposure under these agreements is unknown because it involves claims that may be made against the Company in the future but have not yet been made. To date, the Company has not paid any claims or been required to defend any action related to its indemnification obligations. However, the Company may record charges in the future as a result of these indemnification obligations.

The Company also has indemnification obligations to its officers and directors for specified events or occurrences, subject to some limits, while they are serving at the Company's request in such capacities. The Company believes the fair value of these indemnification agreements is minimal. Accordingly, the Company has not recorded any liabilities relating to these obligations for the period presented.

**Note 9. Warrants**

**Common Stock Warrants**

On July 14, 2021, Enovix Corporation, a Delaware Corporation, Rodgers Silicon Valley Acquisition Corp. ("RSVAC"), and RSVAC Merger Sub Inc., a Delaware Corporation and wholly owned subsidiary of RSVAC, consummated the closing of the transactions contemplated by the Agreement and Plan of Merger, dated February 22, 2021 (the "Business Combination"). In connection with the Business Combination in July 2021, the Company assumed 17,500,000 common stock warrants outstanding, which consisted of 11,500,000 warrants held by third-party investors (the "Public Warrants") and 6,000,000 Private Placement Warrants. The Public Warrants met the criteria for equity classification and the Private Placement Warrants are classified as liability. In the first quarter of fiscal year 2022, the Public Warrants were either exercised or redeemed. As of July 2, 2023 and January 1, 2023, there were no Public Warrants outstanding.

*Private Placement Warrants*

The 6,000,000 Private Placement Warrants were originally issued in a private placement to the initial stockholder of the Sponsor in connection with the initial public offering of RSVAC. Each whole Private Placement Warrant became exercisable for one whole share of the Company's common stock at a price of \$11.50 per share on December 5, 2021. As of July 2, 2023 and January 1, 2023, the Company had 6,000,000 Private Placement Warrants outstanding. See Note 3 "Fair Value Measurement" for more information.

**Note 10. Net Income (Loss) per Share**

The following table sets forth the computation of the Company's basic and diluted net EPS of common stock for the periods presented below (in thousands, except share and per share amount).

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	Quarters Ended		Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022	July 2, 2023	July 3, 2022
<i>Numerator:</i>				
Net income (loss) attributable to common stockholders - basic	\$ (64,306)	\$ (1,135)	\$ (137,909)	\$ 41,572
Decrease in fair value of Private Placement Warrants	—	(26,400)	—	(94,200)
Net loss attributable to common stockholders - diluted	\$ (64,306)	\$ (27,535)	\$ (137,909)	\$ (52,628)
<i>Denominator:</i>				
Weighted-average shares outstanding used in computing net loss per share of common stock, basic	157,151,386	152,521,389	156,397,145	152,082,655
Dilutive effect of Private Placement Warrants	—	—	—	842,148
Weighted-average shares outstanding used in computing net loss per share of common stock, diluted	157,151,386	152,521,389	156,397,145	152,924,803
<i>Net income (loss) per share of common stock:</i>				
Basic	\$ (0.41)	\$ (0.01)	\$ (0.88)	\$ 0.27
Diluted	\$ (0.41)	\$ (0.18)	\$ (0.88)	\$ (0.34)

The following table discloses shares of the securities that were not included in the diluted EPS calculation above because they are anti-dilutive for the periods presented above.

	Quarters Ended		Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022	July 2, 2023	July 3, 2022
Stock options outstanding	4,425,014	5,359,658	4,425,014	5,359,658
Restricted stock units and performance restricted stock units outstanding	13,898,172	5,902,643	13,898,172	5,902,643
Assumed conversion of Convertible Senior Notes	8,988,804	—	4,494,402	—
Private Placement Warrants outstanding	6,000,000	6,000,000	6,000,000	6,000,000
Employee stock purchase plan estimated shares	562,399	380,847	562,399	380,847

**Note 11. Stock-based Compensation**

The Company issues equity awards to employees and non-employees in the form of stock options, restricted stock units (“RSUs”) and performance based RSUs (“PRSUs”). Additionally, the Company also offers an employee stock purchase plan (“ESPP”) to its eligible employees. The Company uses Black-Scholes option pricing model to value its stock options granted and the estimated shares to be purchased under the ESPP. For both RSUs and PRSUs, the Company uses its common stock price, which is the last reported sales price on the grant date to value those securities.

In general, the Company recognizes its stock-based compensation expense on a straight-line basis over the requisite service period and records forfeitures as they occur. For PRSUs, the Company uses the graded vesting method to calculate

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the stock-based compensation expense. At each reporting period, the Company would recognize and adjust the stock-based compensation expense based on its probability assessment in meeting its PRSUs' performance conditions.

**Stock-based Compensation Expense**

The following table summarizes the total stock-based compensation expense, by operating expense category, recognized in the Condensed Consolidated Statements of Operations for the periods presented below (in thousands).

	Quarters Ended		Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022	July 2, 2023	July 3, 2022
Cost of revenue	\$ 1,654	\$ 250	\$ 2,605	\$ 250
Research and development	5,456	3,821	17,123	6,333
Selling, general and administrative	7,932	4,109	24,471	6,835
Total stock-based compensation expense	<u>\$ 15,042</u>	<u>\$ 8,180</u>	<u>\$ 44,199</u>	<u>\$ 13,418</u>

For the fiscal years-to-date ended July 2, 2023 and July 3, 2022, the Company capitalized \$0.7 million and \$0.6 million, respectively, of stock-based compensation as property and equipment, net in the Condensed Consolidated Balance Sheet. There was no recognized tax benefit related to stock-based compensation for the periods presented. In addition, the Company accrued an immaterial amount of bonus to be settled in equity awards as accrued compensation on the Condensed Consolidated Balance Sheet as of July 2, 2023.

As of July 2, 2023, there was approximately \$158.8 million of total unrecognized stock-based compensation expense related to unvested equity awards, which are expected to be recognized over a weighted-average period of 3.9 years. As of July 2, 2023, there was approximately \$0.9 million of total unrecognized stock-based compensation related to the ESPP, which is expected to be recognized over a period of 1.5 years.

**Equity Award Modification**

For the first quarter of 2023, in connection with the retirement or resignation of several of the Company's management team members, including the Company's former Chief Executive Officer, the Company evaluated the change in employment status in accordance with ASC 718, *Compensation - Stock Compensation*. The Company concluded that the change in status impacted the vesting conditions as the term of equity award exercise period was extended and certain of the equity awards were accelerated and vested immediately. For the quarter ended July 2, 2023, there was no equity award modification. For the fiscal year-to-date ended July 2, 2023, the Company recognized \$21.1 million of stock-based compensation expense related to the modifications. There is no equity modification occurred for the corresponding period last year.

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**Stock Option Activity**

The following table summarizes stock option activities for the fiscal year-to-date ended July 2, 2023 (in thousands, except share and per share amount).

	Number of Options Outstanding	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value <sup>(1) (2)</sup>
<b>Balances as of January 1, 2023</b>	5,034,282	\$ 9.07		
Exercised	(180,575)	5.38		\$ 1,570
Forfeited	(428,693)	9.69		
<b>Balances as of July 2, 2023</b>	4,425,014	\$ 9.17	7.7	\$ 39,584

<sup>(1)</sup> The intrinsic value of options exercised is based upon the value of the Company's stock at exercise.

<sup>(2)</sup> The aggregate intrinsic value of the stock options outstanding as of July 2, 2023 represents the value of the Company's closing stock price at \$ 18.04 on July 2, 2023 in excess of the exercise price multiplied by the number of options outstanding.

Unvested early exercised stock options which are subject to repurchase by the Company are not considered participating securities as those shares do not have non-forfeitable rights to dividends or dividend equivalents. Unvested early exercised stock options are not considered outstanding for purposes of the weighted average outstanding share calculation until they vest.

As of July 2, 2023, 1,169,899 shares remained subject to the Company's right of repurchase as a result of early exercised stock options. The remaining liability related to early exercised shares as of July 2, 2023 was immaterial and was recorded in other current and non-current liabilities in the Condensed Consolidated Balance Sheets.

**Restricted Stock Unit and Performance Restricted Stock Unit Activities**

The following table summarizes RSUs and PRSUs activities for the fiscal year-to-date ended July 2, 2023 (in thousands, except share and per share amount).

	RSUs		PRSUs	
	Number of Shares Outstanding	Weighted Average Grant Date Fair Value	Number of Shares Outstanding	Weighted Average Grant Date Fair Value
<b>Issued and unvested shares balances as of January 1, 2023</b>	5,910,097	\$ 14.11	1,461,061	\$ 13.41
Granted	8,950,531	10.65	769,006	13.13
Vested	(1,289,924)	13.08	(166,716)	13.41
Forfeited	(548,343)	13.32	(1,187,540)	13.41
<b>Issued and unvested shares outstanding as of July 2, 2023</b>	13,022,361	\$ 11.86	875,811	\$ 13.17

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**Note 12. Related Party**

**Employment Relationship**

The Company employs two family members of the Company's former Chief Executive Officer, who perform engineering work in the Fremont facility.

**Affiliate Notes**

On April 20, 2023, the Company issued \$172.5 million aggregate principal amount of Convertible Senior Notes, which included \$10.0 million principal amount of the Affiliate Notes that were issued to an entity affiliated with Thurman John "T.J." Rodgers, the Company's Chairman, in a concurrent private placement. The Affiliate Notes were recorded in Long-term debt, net on the Company's Condensed Consolidated Balance Sheets. For the quarter and fiscal year-to-date ended July 2, 2023, the Company recorded \$0.1 million of interest expense related to the Affiliate Notes in the Company's Condensed Consolidated Statements of Operations. See Note 7 "Borrowings" for more information.

**Note 13. Subsequent Events**

**YBS Agreement**

On July 26, 2023, the Company entered into a manufacturing agreement (the "Agreement") with YBS International Berhad ("YBS"), a Malaysia-based investment holding company with segments including electronic manufacturing and assembly, high-precision engineering, precision machining and stamping, among others.

The Company and YBS have agreed to share an initial investment of \$100.0 million for the Gen2 Autoline 1 equipment and facilitation costs, as set out in the Agreement. The Company will contribute 30% and YBS has the obligation to finance the remainder 70%. YBS will obtain \$70.0 million in financing for manufacturing operations under the Agreement from OCBC Bank (Malaysia) Berhad ("OCBC"). The Company is in discussions with OCBC to provide collateral for YBS' financing arrangement. Pricing under the Agreement is set on a cost-plus basis and is subject to a minimum commitment on behalf of Enovix. At any time during the first seven years of the Agreement's term, the Company reserves the right to purchase the Gen2 Autoline 1 by repaying the YBS financed amount set out in the Agreement net of depreciation and the Company shall also bear the early repayment penalty fee imposed by the financier, if any. The term of the Agreement is for ten years and automatically extends for an additional five years.



## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion and analysis provide information that the management of Enovix Corporation (referred to as "we," "us," "our" and "Enovix") believes is relevant to an assessment and understanding of Enovix's condensed consolidated results of operations and financial condition as of July 2, 2023 and for the quarter and fiscal year-to-date ended July 2, 2023 and should be read together with the condensed consolidated financial statements that are included elsewhere in this Quarterly Report on Form 10-Q. This discussion and analysis contain forward-looking statements based upon our current expectations, estimates and projections that involve risks and uncertainties. Actual results and timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth in the section titled "Risk Factors" and elsewhere in this Quarterly Report on Form 10-Q.*

### Business Overview

Enovix Corporation is on a mission to power the technologies of the future. We do this by designing, developing, manufacturing and commercializing next generation Lithium-ion, or Li-ion, battery cells that significantly increase the amount of energy density and storage capacity relative to conventional battery cells. Our battery's mechanical design, or "architecture," allows us to use high performance chemistries while enabling safety and charge time advantages.

The benefit of an enhanced battery for portable electronics is devices that have more power budget available to keep up with user preferences for more advanced features and more attractive form factors. The benefit of an advanced battery for Electric Vehicles ("EVs") is a faster charging battery.

### Key Trends, Opportunities and Uncertainties

We generate revenue from the sale of (a) silicon-anode lithium-ion batteries and battery pack products ("Product Revenue") and (b) engineering revenue contracts ("Service Revenue") for the development of silicon-anode lithium-ion battery technology. Our performance and future success depend on several factors that present significant opportunities, but also pose risks and challenges as described in the section titled "Risk Factors" included elsewhere in this Quarterly Report on Form 10-Q.

#### *Q2 2023 Highlights:*

During the second quarter of 2023, we produced 22,502 wearable-size cells, which exceeded our plan of 18,000 units by 25%, due to continued operational improvements in our first production line ("Fab1"). Additionally, we shipped over 10,000 cells to customers this quarter and recognized \$42 thousand of revenue for the quarter. Furthermore, we received a purchase order to produce BrakeFlow™ enabled cells for the U.S. Army, which is a critical step on our path toward volume production.

In April 2023, we issued \$172.5 million aggregate principal amount of convertible senior notes (the "Convertible Senior Notes") to fund second generation ("Gen2") production line ("Gen2 Autoline") in our second manufacturing facility ("Fab2") located in Malaysia.

On July 26, 2023, we entered into a manufacturing agreement (the "Agreement") with YBS International Berhad ("YBS"), a Malaysia-based investment holding company with segments including electronic manufacturing and assembly, high-precision engineering, precision machining and stamping, among others. We and YBS have agreed to share an initial investment of \$100.0 million for the Gen2 Autoline 1 equipment and facilitation costs, as set out in the Agreement. We will contribute 30% and YBS has the obligation to finance the remainder 70%. YBS will obtain \$70.0 million in financing for manufacturing operations under the Agreement from OCBC Bank (Malaysia) Berhad ("OCBC"). We are in discussions with OCBC to provide collateral for YBS' financing arrangement. Pricing under the Agreement is set on a cost-plus basis and is subject to a minimum commitment on behalf of Enovix. At any time during the first seven years of the Agreement's term, we reserve the right to purchase the Gen2 Line 1 by repaying the YBS financed amount set out in the Agreement net of depreciation and we shall also bear the early repayment penalty fee imposed by the financier, if any. The term of the Agreement is for ten years and automatically extends for an additional five years.

Our revenue funnel was \$1.59 billion at the end of second quarter of 2023, which was comprised of \$848.0 million of Engaged Opportunities and \$737.0 million of Active Designs and Design Wins (each as defined below). Overall, the revenue funnel increased by 12% to \$1.59 billion from \$1.42 billion at the end of fiscal 2022. Our revenue funnel is defined as the potential value of a full production year for all of the customer projects for which we have been engaged. The components of the revenue funnel are:

- Engaged Opportunities: Consists of engaged customers that have determined that our battery is applicable to their product and are evaluating our technology.

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- Active Designs: Consists of customers that have completed evaluation of our technology, identified the end-product and started design work.
- Design Win: Consists of customers that have funded a custom battery design or are qualifying one of our standard batteries for a formally approved product that will use an Enovix cell.

The speed with which we convert our revenue funnel to purchase orders and revenue will ultimately be governed by how fast we qualify customers, improve our manufacturing processes and bring on additional capacity.

Overall, we are on track to install our new higher speed pilot line (“Agility Line”) for customer qualification by year-end 2023 and produce first samples from our first high-volume Gen2 Autoline in April 2024.

### *Product Development*

Our product strategy is to develop battery “nodes” that share the same set of active materials and mechanical design and then build batteries at different sizes to accommodate customer requirements based on these nodes. Our product roadmap consists of future nodes at higher levels of energy density based on both materials and design innovation. Our goal is to drive energy density improvements at a faster rate than the Li-ion battery industry’s track record and introduce higher performing battery nodes over time.

We have historically built and sampled standard size batteries that have broad application within specific end markets such as wearables, mobile devices, laptops and AR eyewear. We have also launched custom battery designs with customers that require a unique set of dimensions to accommodate the battery cavity in their device.

In the second quarter of 2022, we began production in Fab1 of a standard battery cell sized for wearable devices such as a smartwatch and other Internet-of-Things (“IoT”) devices. By the end of 2023, we plan to install the Agility Line to produce custom size batteries more quickly for customer qualification and focus on custom cell development.

### *Commercialization*

We commenced deliveries of commercial cells from Fab1, which features a first-of-its-kind line for battery production. We regularly face and overcome new challenges to improve yield and output. Simultaneously, the efforts have provided and continue to provide valuable learning experiences, allowing us to improve our processes and equipment for future lines. With production commenced, our focus for Fab1 is on increasing volumes and yields.

Our go-to-market strategy this year and through most of 2024 will be to launch standard-size small and large cells into the IoT market. This market includes many applications that need higher battery capacity such as smartwatches, medical monitoring devices, connected industrial devices, and mixed reality headsets. In the first quarter of 2023, we began shipping full-qual samples of our large cell. During this quarter, we also shipped samples of our large cell for IoT, Mobile and Laptop applications. This included shipping sample cells to customers incorporating our revolutionary safety technology, BrakeFlow™, which we are targeting for production on the Gen2 Autoline in Malaysia in 2024.

For the first half of this fiscal year, the company shipped simplified single-cell wearable battery packs to customers who want a fully tested complete battery solution for a faster time to market. Battery packs are a complete tested battery system solution that feature packaging and electronics to control charging and safe discharging.

We are building a global footprint with the goal of serving customers. During this quarter, we announced agreements with Japanese distribution and manufacturing services company, Elematec Corporation, and South Korean power management and IoT-focused distributor, Semicomtech. We intend that both will support market expansion with pan-Asian shipping and distribution.

Finally, to serve high-volume customers, who often demand custom packaging, we accelerated into this year the delivery of our highly flexible Gen2 Agility Line a lower throughput Gen2 line designed for quick battery size changeover.

### *Market Focus and Market Expansion*

Within the portable electronics market, we have simplified our market focus to three categories: IoT (wearables, AR/VR, medical, industrial, cameras, etc.), Mobile (smartphones, land mobile radios, enterprise devices, etc.), and Computing (laptops, tablets). We estimate the Total Addressable Market (“TAM”) for lithium-ion batteries in our targeted portable electronics markets to be \$23 billion in 2026 based on company estimates as of January 2023 that incorporate end market unit estimates from IDTechEx, IDC, Avicenne Energy and Statista.

We believe focusing on these categories ahead of EVs is the right strategy for any advanced battery company because of the economic and time-to-market advantages. Entering the EV battery market requires billions of dollars of capital to build Gigafactories, offers lower prices per kWh than mobile electronics and demands long qualification cycles. We

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believe the best approach is to start in premium markets where we can leverage our differentiated technology and solidify our manufacturing process while driving toward profitability. At the same time, we are seeding our entry into the EV battery market by sampling batteries to EV OEMs and continuing work on our three-year grant with the U.S. Department of Energy to demonstrate batteries featuring our silicon anode paired with EV-class cathode materials. Our goal is to translate this work into partnerships (e.g., joint ventures or licensing) with EV OEMs or battery OEMs in order to commercialize our technology in this end market.

### *Access to Capital*

Assuming we experience no significant delays in the research and development of our battery nor any deterioration in capital efficiency, we believe that our cash resources are sufficient to fund the continued build-out and production ramp as well as our Fab2 for growth. In April 2023, we completed our offerings of the Convertible Senior Notes. The net proceeds from the offerings were approximately \$166.6 million. We used approximately \$17.3 million of the net proceeds from the offerings to pay the cost of the capped call transactions entered on April 20, 2023 in connection with such offerings. The remaining net proceeds will be used to build out a second battery cell manufacturing facility and fund the acquisition of production lines of our second-generation manufacturing equipment, and for working capital and other general corporate purposes.

### *Regulatory Landscape*

We operate in an industry that is subject to many established environmental regulations, which have generally become more stringent over time, particularly in hazardous waste generation and disposal and pollution control. Potential regulations, if adopted, could result in additional operating costs associated with compliance.

## **Components of Results of Operations**

### *Revenue*

In June 2022, we began to generate revenue from our planned principal business activities. We recognize revenue within the scope of Accounting Standards Codification (“ASC”) 606, *Revenue from Contracts with Customers*. We generate revenue from our Product Revenue and Service Revenue for the development of silicon-anode lithium-ion battery technology.

Product Revenue is recognized once we have satisfied the performance obligations and the customer obtains control of the goods at a point in time under the revenue recognition criteria. Product Revenue is recognized in an amount that reflects the consideration for the corresponding performance obligations for the silicon-anode lithium-ion batteries or battery pack products transferred.

Service Revenue contracts generally include the design and development efforts to conform our existing battery technology with customers’ required specifications. Consideration for Service Revenue contracts generally becomes payable when we meet specific contractual milestones, which include the design and approval of custom cells, procurement of fabrication tooling to meet the customer’s specifications, and fabrication and delivery of custom cells from our pilot production line. Within the existing Service Revenue contracts, the amount of consideration is fixed, the contracts contain a single performance obligation, and revenue is recognized at the point in time the final milestone is met (i.e., a final working prototype meeting all required specifications) and the customer obtains control of the deliverable.

### *Cost of Revenue*

Cost of revenue includes materials, labor, depreciation expense, and other direct costs related to Service Revenue contracts and production lines. Labor consists of personnel-related expenses such as salaries and benefits, and stock-based compensation. Since our production commenced in the second quarter of 2022, we anticipate that cost of revenue will continue to increase as we optimize our first production line and bring-up our second production line.

Capitalization of certain costs are recognized as an asset if they relate directly to a customer contract, generate or enhance resources of the entity that will be used in satisfying future performance obligations, and are expected to be recovered. If these three criteria are not met, the costs are expensed in the period incurred. Deferred costs are recognized as cost of revenue in the period when the related revenue is recognized.

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*Operating Expenses*

Research and Development Expenses

Research and development expenses consist of engineering services, allocated facilities costs, depreciation, development expenses, materials, labor and stock-based compensation related primarily to our (i) technology development, (ii) design, construction, and testing of preproduction prototypes and models, and (iii) certain costs related to the design, construction and operation of our pilot plant that are not of a scale economically feasible to us for commercial production. Research and development costs are expensed as incurred.

To date, research and development expenses have consisted primarily of personnel-related expenses for scientists, experienced engineers and technicians as well as costs associated with the expansion and ramp up of our engineering and manufacturing facility in Fremont, California, including the material and supplies to support the product development and process engineering efforts. As we ramp up our engineering operations to complete the development of batteries and required process engineering to meet customer specifications, we anticipate that research and development expenses will continue to increase for the foreseeable future as we expand hiring of scientists, engineers and technicians and continue to invest in additional plant and equipment for product development, building prototypes and testing of batteries. We established a research and development center in India that initially focuses on developing machine learning algorithms. In the second quarter of 2023, we also established an operations team in Malaysia and we target for Gen2 Autoline production in 2024.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist of personnel-related expenses, marketing expenses, allocated facilities expenses, depreciation expenses, travel expenses, and professional services expenses, including legal, human resources, audit, accounting and tax-related services. Personnel related costs consist of salaries, benefits and stock-based compensation. Facilities costs consist of rent and maintenance of facilities.

We are expanding our personnel headcount to support the ramping up of commercial manufacturing and being a public company. Accordingly, we expect our selling, general and administrative expenses to increase significantly in the near term and for the foreseeable future.

*Other Income (Expense)*

Other income and expense primarily consists of dividends, interest income, interest expense and fair value adjustments for outstanding common stock warrants.

*Income Tax Expense (Benefit)*

Our income tax provision consists of an estimate for U.S. federal and state income taxes based on enacted rates, as adjusted for allowable credits, deductions, uncertain tax positions, changes in deferred tax assets and liabilities and changes in the tax law. We maintain a valuation allowance against the full value of our U.S. and state net deferred tax assets because we believe the recoverability of the tax assets is not more likely than not.

## Results of Operations

### Comparison of Quarter Ended July 2, 2023 to Prior Year's Quarter Ended July 3, 2022

The following table sets forth our condensed consolidated operating results for the periods presented below (in thousands):

	Quarters Ended		Change (\$)	% Change
	July 2, 2023	July 3, 2022		
Revenue	\$ 42	\$ 5,101	\$ (5,059)	N/M
Cost of revenue	14,235	5,739	8,496	148 %
Gross margin	(14,193)	(638)	(13,555)	N/M
Operating expenses:				
Research and development	16,553	15,827	726	5 %
Selling, general and administrative	16,688	11,566	5,122	44 %
Impairment of equipment	4,411	—	4,411	N/M
Total operating expenses	37,652	27,393	10,259	37 %
Loss from operations	(51,845)	(28,031)	(23,814)	85 %
Other income (expense):				
Change in fair value of common stock warrants	(14,340)	26,400	(40,740)	(154)%
Interest income	3,150	629	2,521	N/M
Interest expense	(1,270)	—	(1,270)	N/M
Other expense, net	(1)	(133)	132	N/M
Total other income (expense), net	(12,461)	26,896	(39,357)	N/M
Net loss	\$ (64,306)	\$ (1,135)	\$ (63,171)	N/M

N/M – Not meaningful

### Revenue

Revenue for the quarter ended July 2, 2023 was \$42 thousand, which we recognized from our product shipments. Revenue for the quarter ended July 3, 2022 was \$5.1 million, which was comprised of \$5.1 million of Service Revenue and an immaterial amount of Product Revenue. Service Revenue was primarily attributed to the satisfaction of our final performance obligations for and our deliveries of (a) pilot cells and (b) battery packs to two customers under our Service Revenue customer contracts. Customer A represented \$5.0 million of our total revenue for the quarter ended July 3, 2022.

As of both July 2, 2023 and January 1, 2023, we had \$3.8 million of deferred revenue on our Condensed Consolidated Balance Sheets.

### Cost of Revenue

Cost of revenue for the quarter ended July 2, 2023 was \$14.2 million, compared to \$5.7 million during the quarter ended July 3, 2022. The increase in cost of revenue of \$8.5 million was attributable to \$8.4 million of labor costs, \$2.1 million of allocated depreciation expense and the remaining increase was related to direct materials, facility and other miscellaneous direct costs since we commenced our production in 2022. The increases were related to the ramp up of production from our Fab-1 during the quarter ended July 2, 2023. These increases were partially offset by a \$3.5 million decrease in expenses incurred related to service revenue contracts that were completed in the second quarter of 2022.

As of both July 2, 2023 and January 1, 2023, we had \$0.8 million of deferred contract costs on our Condensed Consolidated Balance Sheets.

In the beginning of June of 2022, we completed construction of our first production line and placed this equipment in service. As a result, we began depreciating this production equipment over its estimated useful life. We also began capitalizing inventory and recognizing factory overhead expenses in cost of revenue, which are largely fixed overhead costs (idle costs) that were previously recognized in research and development expenses. We expect equipment depreciation and idle costs to continue to increase. A full quarter of depreciation and idle costs was included in the second quarter of 2023 and approximately one month of depreciation and idle costs (since June 2022) was included in the

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corresponding period of 2022. In addition, we anticipate our factory overhead expenses will continue to increase in the next 12 months as we continue to hire additional personnel to support the build-out of additional production lines and maintain our new manufacturing facilities.

### Research and Development Expenses

Research and development expenses for the quarter ended July 2, 2023 were \$16.6 million, compared to \$15.8 million during the quarter ended July 3, 2022. The increase of \$0.7 million, or 5%, was primarily attributable to an increase in our research and development employee headcount resulting in a \$4.0 million increase in salaries and employee benefits and a \$1.6 million increase in stock-based compensation expenses, which were partially offset by decreases in research and development expenses as some of the overhead costs were period costs and recorded as cost of revenue in the second quarter of 2023 instead of research and development expense in the corresponding period in 2022.

### Selling, General and Administrative Expenses

Selling, general and administrative expenses for the quarter ended July 2, 2023 were \$16.7 million, compared to \$11.6 million during the quarter ended July 3, 2022. The increase of \$5.1 million, or 44%, was primarily attributable to a one-time severance, benefits and stock-based compensation expense of \$1.9 million in connection with the resignation of our former Chief Financial Officer (“CFO”). The remaining increase of \$3.2 million was primarily due to an increase in our selling, general and administrative employee headcount resulting in a \$0.9 million increase in salaries and employee benefits and a \$2.3 million increase in stock-based compensation expenses.

We anticipate that our overhead expenses will continue to increase in the next 12 months as we continue to hire additional personnel to support and maintain our new manufacturing facilities, as well as for our operation expansion.

### Impairment of equipment

During the quarter ended July 2, 2023, we recognized \$4.4 million of impairment charge during the quarter while no impairment charge was recorded in the corresponding period last year. See Note 4 “Property and Equipment” for more information.

### Change in Fair Value of Common Stock Warrants

The change in fair value of common stock warrants of \$14.3 million for the quarter ended July 2, 2023 was attributable to an increase, during the quarter, in the fair value of the 6,000,000 common stock warrants that are held by Rodgers Capital, LLC (the “Sponsor”) and certain of its members (the “Private Placement Warrants”). The increase in fair value of Private Placement Warrants was primarily due to an increase in our common stock price during the quarter.

The change in fair value of common stock warrants of \$26.4 million for the quarter ended July 3, 2022 was attributable to a decrease, during the quarter, in the fair value of the Private Placement Warrants.

### Interest Income

Interest income for the quarter ended July 2, 2023 was \$3.2 million, compared to \$0.6 million during the quarter ended July 3, 2022. The increase of \$2.5 million was primarily due to the fact that we received higher dividend income and interest income from our money market accounts and our investments during the quarter ended July 2, 2023 as compared to the corresponding period in 2022.

### Interest Expense

Interest expense for the quarter ended July 2, 2023 was \$1.3 million, which primarily incurred with the Convertible Senior Notes. No interest expense was incurred for the quarter ended July 3, 2022.

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### Comparison of Fiscal Year-to-date Ended July 2, 2023 to Prior Fiscal Year-to-date Ended July 3, 2022

The following table sets forth our condensed consolidated operating results for the periods presented below (in thousands):

	Fiscal Years-to-Date Ended		Change (\$)	% Change
	July 2, 2023	July 3, 2022		
Revenue	\$ 63	\$ 5,101	\$ (5,038)	N/M
Cost of revenue	26,483	6,254	20,229	N/M
Gross margin	(26,420)	(1,153)	(25,267)	N/M
Operating expenses:				
Research and development	40,302	28,558	11,744	41 %
Selling, general and administrative	43,962	23,435	20,527	88 %
Impairment of equipment	4,411	—	4,411	N/M
Total operating expenses	88,675	51,993	36,682	71 %
Loss from operations	(115,095)	(53,146)	(61,949)	117 %
Other income (expense):				
Change in fair value of common stock warrants	(27,180)	94,200	(121,380)	(129)%
Interest income	5,616	653	4,963	N/M
Interest expense	(1,270)	—	(1,270)	N/M
Other income (expense), net	20	(135)	155	(115)%
Total other income (expense), net	(22,814)	94,718	(117,532)	(124)%
Net income (loss)	\$ (137,909)	\$ 41,572	\$ (179,481)	N/M

N/M – Not meaningful

#### Revenue

Revenue for the fiscal year-to-date ended July 2, 2023 was \$0.1 million, which we recognized from our product shipments. Revenue for the fiscal year-to-date ended July 3, 2022 was \$5.1 million, which was comprised of \$5.1 million of Service Revenue and an immaterial amount of Product Revenue. Service Revenue was primarily attributed to the satisfaction of our final performance obligations for and our deliveries of (a) pilot cells and (b) battery packs to two customers under our Service Revenue customer contracts. Customer A represented \$5.0 million of our total revenue for the fiscal year-to-date ended July 2, 2022.

As of both July 2, 2023 and January 1, 2023, we had \$3.8 million of deferred revenue on our Condensed Consolidated Balance Sheets.

#### Cost of Revenue

Cost of revenue for the fiscal year-to-date ended July 2, 2023 was \$26.5 million, compared to \$6.3 million during the prior fiscal year-to-date ended July 3, 2022. The increase in cost of revenue of \$20.2 million was attributable to \$15.7 million of labor costs, \$5.0 million of allocated depreciation expense, \$3.0 million of facility and maintenance costs and increases in other miscellaneous expenses. The increases were related to the ramp up of production from our Fab-1 during the first half of the year. These increases were partially offset by a \$4.0 million decrease in expenses incurred related to service revenue contracts that were completed in the corresponding period of 2022.

As of both July 2, 2023 and January 1, 2023, we had \$0.8 million of deferred contract costs on our Condensed Consolidated Balance Sheets.

In the beginning of June of 2022, we completed construction of our first production line and placed this equipment in service. As a result, we began depreciating this production equipment over its estimated useful life. We also began capitalizing inventory and recognizing factory overhead expenses in cost of revenue, which are largely fixed overhead costs (idle costs) that were previously recognized in research and development expenses. We expect equipment depreciation and idle costs to continue to increase. Six months of depreciation and idle costs was included in the current year-to-date period costs and approximately one month of depreciation and idle costs (since June 2022) was included in the corresponding period of 2022. In addition, we anticipate our factory overhead expenses will continue to increase in the next

12 months as we continue to hire additional personnel to support the build-out of additional production lines and maintain our new manufacturing facilities.

#### Research and Development Expenses

Research and development expenses for the fiscal year-to-date ended July 2, 2023 were \$40.3 million, compared to \$28.6 million during the prior fiscal year-to-date ended July 3, 2022. The increase of \$11.7 million, or 41%, was primarily attributable to a one-time severance, benefits and stock-based compensation expense of \$9.1 million in connection with the departures of our former Chief Technology Officer and a senior executive in the first quarter of 2023. The remaining increase of \$2.6 million was an increase in our research and development employee headcount resulting in a \$8.6 million increase in salaries and employee benefits, a \$2.5 million increase in stock-based compensation expenses and a \$1.3 million in depreciation and travel expenses, which were partially offset by decreases in research and development expenses as some of the overhead costs were period costs and recorded as cost of revenue in the current year instead of research and development expense in the corresponding period in for the fiscal year-to-date of 2022.

#### Selling, General and Administrative Expenses

Selling, general and administrative expenses for the fiscal year-to-date period ended July 2, 2023 were \$44.0 million, compared to \$23.4 million during the prior fiscal year-to-date ended July 3, 2022. The increase of \$20.5 million, or 88%, was primarily attributable to a one-time severance, benefits and stock-based compensation expense of \$15.7 million in connection with the departures of our former President, Chief Executive Officer and Director, former CFO and certain other executives in this year. The remaining increase of \$4.8 million was primarily due to an increase in our selling, general and administrative employee headcount resulting in a \$1.7 million increase in salaries and employee benefits and a \$3.2 million increase in stock-based compensation expenses, which were partially offset by decreases in other miscellaneous expenses.

We anticipate that our overhead expenses will continue to increase in the next 12 months as we continue to hire additional personnel to support and maintain our new manufacturing facilities, as well as for our operation expansion.

#### Impairment of equipment

In the second quarter of 2023, we recognized \$4.4 million of impairment charge for the fiscal year-to-date ended July 2, 2023 while no impairment charge was recorded in the same period last year. See Note 4 “Property and Equipment” for more information.

#### Change in Fair Value of Common Stock Warrants

The change in fair value of common stock warrants of \$27.2 million for the fiscal year-to-date ended July 2, 2023 was attributable to an increase, during the current year, in the fair value of the 6,000,000 Private Placement Warrants. The increase in fair value of Private Placement Warrants was primarily due to an increase in our common stock price during the year.

The change in fair value of common stock warrants of \$94.2 million for the fiscal year-to-date ended July 3, 2022 was attributable to a decrease, during the last year, in the fair value of the Private Placement Warrants.

#### Interest Income

Interest income for the fiscal year-to-date ended July 2, 2023 was \$5.6 million, compared to \$0.7 million during the fiscal year-to-date ended July 3, 2022. The increase of \$5.0 million was primarily due to the fact that we received higher dividend income and interest income from our money market accounts and our investments for the fiscal year-to-date ended July 2, 2023 as compared to the corresponding period in 2022.

#### Interest Expense

Interest expense for the fiscal year-to-date ended July 2, 2023 was \$1.3 million, which primarily incurred with the Convertible Senior Notes. No interest expense was incurred for the corresponding period last year.

#### **Non-GAAP Financial Measures**

While we prepare our condensed consolidated financial statements in accordance with U.S. generally accepted accounting principles (“GAAP”), we also utilize and present certain financial measures that are not based on GAAP. We refer to these financial measures as “Non-GAAP” financial measures. In addition to our financial results determined in accordance with GAAP, we believe that EBITDA, and Adjusted EBITDA, and Free Cash Flow (each as defined below), are useful measures in evaluating our financial and operational performance distinct and apart from financing costs, certain non-cash expenses and non-operational expenses.



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These Non-GAAP financial measures should be considered in addition to results prepared in accordance with GAAP but should not be considered a substitute for or superior to GAAP. We endeavor to compensate for the limitation of the Non-GAAP financial measures presented by also providing the most directly comparable GAAP measures.

We use Non-GAAP financial information to evaluate our ongoing operations and for internal planning, budgeting and forecasting purposes. We believe that Non-GAAP financial information, when taken collectively, may be helpful to investors in assessing our operating performance and comparing our performance with competitors and other comparable companies. You should review the reconciliations below but not rely on any single financial measure to evaluate our business.

*EBITDA and Adjusted EBITDA*

“EBITDA” is defined as earnings (net loss) adjusted for interest expense; income taxes; depreciation expense, and amortization expense. “Adjusted EBITDA” includes additional adjustments to EBITDA such as stock-based compensation expense; change in fair value of common stock warrants; impairment of equipment, loss on early debt extinguishment and other special items as determined by management which it does not believe to be indicative of its underlying business trends. EBITDA and Adjusted EBITDA are intended as supplemental financial measures of our performance that are neither required by, nor presented in accordance with GAAP. We believe that the use of EBITDA and Adjusted EBITDA provides an additional tool for investors to use in evaluating ongoing operating results and trends, and in comparing our financial measures with those of comparable companies, which may present similar Non-GAAP financial measures to investors.

However, you should be aware that when evaluating EBITDA, and Adjusted EBITDA, we may incur future expenses similar to those excluded when calculating these measures. In addition, the presentation of these measures should not be construed as an inference that our future results will be unaffected by unusual or nonrecurring items. Our computation of EBITDA and Adjusted EBITDA may not be comparable to other similarly titled measures computed by other companies, because all companies may not calculate EBITDA and Adjusted EBITDA in the same fashion.

Below is a reconciliation of net loss on a GAAP basis to the Non-GAAP EBITDA and Adjusted EBITDA financial measures for the periods presented below (in thousands):

	Quarters Ended		Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022	July 2, 2023	July 3, 2022
Net income (loss)	\$ (64,306)	\$ (1,135)	\$ (137,909)	\$ 41,572
Interest expense	1,270	—	1,270	—
Depreciation and amortization	3,502	1,352	7,100	1,800
EBITDA	(59,534)	217	(129,539)	43,372
Stock-based compensation expense	15,042	8,180	44,199	13,418
Change in fair value of common stock warrants	14,340	(26,400)	27,180	(94,200)
Impairment of equipment	4,411	—	4,411	—
Adjusted EBITDA	\$ (25,741)	\$ (18,003)	\$ (53,749)	\$ (37,410)

*Free Cash Flow*

We define “Free Cash Flow” as (i) net cash from operating activities less (ii) capital expenditures, net of proceeds from disposals of property and equipment, all of which are derived from our Condensed Consolidated Statements of Cash Flows. The presentation of non-GAAP Free Cash Flow is not intended as an alternative measure of cash flows from operations, as determined in accordance with GAAP. We believe that this financial measure is useful to investors because it provides investors to view our performance using the same tool that we use to gauge our progress in achieving our goals and it is an indication of cash flow that may be available to fund investments in future growth initiatives. Below is a

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reconciliation of net cash used in operating activities to the Free Cash Flow financial measures for the periods presented below (in thousands):

	Fiscal Years-to-Date Ended	
	July 2, 2023	July 3, 2022
Net cash used in operating activities	\$ (49,163)	\$ (40,299)
Capital expenditures	(15,724)	(14,473)
Free Cash Flow	<u>\$ (64,887)</u>	<u>\$ (54,772)</u>

### Liquidity and Capital Resources

We have incurred operating losses and negative cash flows from operations since inception through July 2, 2023 and expect to incur operating losses for the foreseeable future. As of July 2, 2023, we had cash, cash equivalents, restricted cash, and short-term investments of \$409.4 million, working capital of \$376.4 million and an accumulated deficit of \$522.7 million.

On April 20, 2023, we issued \$172.5 million aggregate principal amount of 3.0% Convertible Senior Notes, pursuant to an indenture, dated as of April 20, 2023 (the “Indenture”), between the Company and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The offerings and sale of the Convertible Senior Notes were made by us to the initial purchasers in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), for resale by the initial purchasers to qualified institutional buyers (as defined in the Securities Act) pursuant to the exemption from registration provided by Rule 144A under the Securities Act. The issuance includes the exercise in full by the initial purchasers of their option to purchase an additional \$22.5 million aggregate principal amount of Convertible Senior Notes and the issuance of \$10.0 million principal amount of Convertible Senior Notes (the “Affiliate Notes”) to an entity affiliated with Thurman John “T.J.” Rodgers, the Company’s Chairman, in a concurrent private placement.

The Convertible Senior Notes are unsecured obligations and bear interest at a rate of 3.0% per year from April 20, 2023, and will be payable semiannually in arrears on May 1 and November 1 of each year, beginning on November 1, 2023. The Convertible Senior Notes and the Affiliated Notes will mature on May 1, 2028 unless earlier converted, redeemed or repurchased.

The net proceeds from the Convertible Senior Notes were approximately \$166.6 million. We used approximately \$17.3 million of the net proceeds from the offerings to pay the cost of the capped call transactions entered on April 20, 2023 in connection with the offerings. The remaining net proceeds will be used to build out a second battery cell manufacturing facility and fund the acquisition of production lines of our second-generation manufacturing equipment, and for working capital and other general corporate purposes. See Note 7 “Borrowings” of the notes to our condensed consolidated financial statements in Part I of this Quarterly Report on Form 10-Q for further information.

Following the issuance of Convertible Senior Notes, we invested in marketable securities. As of July 2, 2023, we had \$66.1 million of short-term investments on the Condensed Consolidated Balance Sheet. We did not have short-term investments as of January 1, 2023.

### Material Cash Requirements

As of July 2, 2023, we had cash, cash equivalents, restricted cash, and short-term investments of \$409.4 million. We currently use cash to fund operations, meet working capital requirements and fund our capital expenditures. In fiscal year 2023 and over the next several years, we expect that our cost of revenue, research and development expenses and selling, general and administrative expenses will continue to increase.

For the fiscal year-to-date ended July 2, 2023, we used \$15.7 million of our cash to fund our acquisitions of property and equipment. We will continue to increase our property and equipment purchases in the near future to support the build-out of our manufacturing facilities and our battery manufacturing production. See more discussion on contractual obligations and commitments section below.

As discussed above, we entered the Agreement with YBS and will contribute 30% as the initial investment of \$100.0 million for the equipment for the Gen2 Line 1 and facilitation costs, as set out in the Agreement. Enovix is in discussions with OCBC to provide collateral for YBS’ financing arrangement.

Based on the anticipated spending, timing of expenditures and the estimated net proceeds from the Convertible Senior Notes, we currently expect that our cash will be sufficient to meet our funding requirements over the next twelve months from the date this Quarterly Report on Form 10-Q is filed. We believe we will meet longer-term expected future cash

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requirements and obligations through a combination of available cash, cash equivalents and future debt financings, and access to other public or private equity offerings as well as potential strategic arrangements. We have made our estimates on historical experience and various other relevant factors and we believe that they are reasonable. Actual results may differ from our estimates, and we could utilize our available capital resources sooner than we expect.

#### Summary of Cash Flows

The following table provides a summary of cash flow data for the periods presented below (in thousands).

	Fiscal Years-to-Date Ended		
	July 2, 2023	July 3, 2022	Change (\$)
Net cash used in operating activities	\$ (49,163)	\$ (40,299)	\$ (8,864)
Net cash used in investing activities	(81,460)	(14,473)	(66,987)
Net cash provided by financing activities	150,924	54,209	96,715
Change in cash, cash equivalents, and restricted cash	\$ 20,301	\$ (563)	\$ 20,864

#### Fiscal Year-to-date Ended July 2, 2023 Compared to Prior Year-to-date Ended July 3, 2022

##### Operating Activities

Our cash flows used in operating activities to date have been primarily comprised of cost of revenue and operating expenses. We continue to increase hiring for employees in supporting the ramping up of commercial manufacturing and being a public company. We expect our cash used in operating activities to increase significantly before we start to generate any material cash inflows from commercially manufacturing and selling our batteries.

Net cash used in operating activities was \$49.2 million for the fiscal year-to-date ended July 2, 2023. Net cash used in operating activities consists of net loss of \$137.9 million, adjusted for non-cash items and the effect of changes in working capital. Non-cash adjustments primarily include the change in fair value of the Private Placement Warrants of \$27.2 million, stock-based compensation expense of \$44.2 million, depreciation and amortization expense, net of accretion of \$7.1 million and impairment of equipment of \$4.4 million.

Net cash used in operating activities was \$40.3 million for the fiscal quarter ended July 3, 2022. Net cash used in operating activities consists of net income of \$41.6 million, adjusted for non-cash items and the effect of changes in working capital. Non-cash adjustments primarily include the change in fair value of convertible preferred stock warrants of \$94.2 million, stock-based compensation expense of \$13.4 million and depreciation and amortization expense of \$1.8 million.

##### Investing Activities

Our cash flows used in investing activities to date have been primarily comprised of purchases of property and equipment. Starting in the second quarter of 2023, we began to invest and purchase short-term investments. We expect the costs to acquire property and equipment to increase substantially in the near future as we continue to build-out our Fab1 and develop our battery manufacturing production lines in Malaysia. Net cash used in investing activities, which were primarily related to equipment purchases, were \$15.7 million and \$14.5 million for the fiscal quarters ended July 2, 2023 and July 3, 2022, respectively. During the fiscal year-to-date ended July 2, 2023, we purchased \$65.7 million of investments. No investments were purchased in the corresponding period last year.

##### Financing Activities

Net cash provided by financing activities was \$150.9 million for the fiscal quarter ended July 2, 2023, which primarily consisted of \$172.5 million of gross proceeds from the Convertible Senior Notes, \$1.0 million of proceeds from the exercise of stock options to purchase our common stock, par value \$0.0001 per share ("Common Stock") and \$1.2 million of proceeds from our employee stock purchase plan ("ESPP") to purchase our Common Stock, partially offset by \$17.3 million of capped call transaction costs, \$5.2 million of debt issuance costs, and \$1.2 million of payroll tax payments for shares withheld upon vesting of restricted stock units.

Net cash provided by financing activities was \$54.2 million for the fiscal quarter ended July 3, 2022, which was primarily consisted of \$52.8 million of net proceeds from the exercises of our common stock warrants and \$1.1 million of proceeds from our ESPP to purchase our Common Stock.

## **Contractual Obligations and Commitments**

We lease our headquarters, engineering, and manufacturing space in Fremont, California under a single non-cancelable operating lease with an expiration date of August 31, 2030. We also lease a small office in Fremont, California under a non-cancelable operating lease that expires in April 2026 with an option to extend the lease for five years. For the lease payment schedule, please see Note 6 “Leases” of the notes to our condensed consolidated financial statements in Part I of this Quarterly Report on Form 10-Q for further information.

As of July 2, 2023, we had \$172.5 million aggregate principal amount of 3.0% Convertible Senior Notes outstanding, which will mature on May 1, 2028 unless earlier converted, redeemed or repurchased. Please see Note 7 “Borrowings” of the notes to our condensed consolidated financial statements in Part I of this Quarterly Report on Form 10-Q for further information.

We expect to enter into other commitments to support our product development, the build-out of our manufacturing facilities, and our business development, which are generally cancelable upon notice. Additionally, from time to time, we enter into agreements in the normal course of business with various vendors, which are generally cancellable upon notice. Payments due upon cancellation consist only of payments for services provided or expenses incurred, including non-cancelable obligations of service providers, up to the date of cancellation. As of July 2, 2023, our commitments included approximately \$68.0 million of our open purchase orders, including equipment purchase orders, and contractual obligations that occurred in the ordinary course of business. For contractual obligations, please see Note 8 “Commitments and Contingencies” of the notes to our condensed consolidated financial statements in Part I of this Quarterly Report on Form 10-Q for further information.

As discussed above, we entered into the 10-year Agreement with YBS. We and YBS have agreed to share an initial investment of \$100.0 million for the Gen2 Autoline 1 equipment and facilitation costs, as set out in the Agreement. We will contribute 30% and YBS has the obligation to finance the remainder 70%. YBS will obtain \$70 million in financing for manufacturing operations under the Agreement from OCBC. We are in discussions with OCBC to provide collateral for YBS’ financing arrangement. Pricing under the Agreement is set on a cost-plus basis and is subject to a minimum commitment on behalf of Enovix. At any time during the first seven years of the Agreement’s term, we reserve the right to purchase the Gen2 Line 1 by repaying the YBS financed amount set out in the Agreement net of depreciation and we shall also bear the early repayment penalty fee imposed by the financier, if any. The term of the Agreement is for ten years and automatically extends for an additional five years.

## **Critical Accounting Policies and Estimates**

The preparation of our condensed consolidated financial statements in conformity with GAAP requires our management to make estimates and assumptions that affect the reported amounts of assets and liabilities in our consolidated financial statements and accompanying notes. We base these estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying amounts of assets and liabilities that are not readily apparent from other sources. Actual results may differ materially from these estimates. These estimates and assumptions include but are not limited to: depreciable lives for property and equipment, the valuation allowance on deferred tax assets, assumptions used in stock-based compensation and estimates to fair value of common stock warrants. Certain accounting policies have a more significant impact on our condensed consolidated financial statements due to the size of the financial statement elements and prevalence of their application.

There have been no material changes to our critical accounting policies and estimates disclosed in Part II, Item 7 of the Annual Report on Form 10-K, except for the additions and updates to the accounting policies on investments as noted in Note 2 “Summary of Significant Accounting Policies” of the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

## **Recent Accounting Pronouncements**

See Note 2 “Summary of Significant Accounting Policies” of the notes to our condensed consolidated financial statements in Part I of this Quarterly Report on Form 10-Q for further information.

## **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

We are exposed to a variety of market and other risks, including the effects of changes in interest rates, and inflation, as well as risks to the availability of funding sources, hazard events, and specific asset risks.

### *Interest Rate Risk*

The market risk inherent in our financial instruments and financial position represents the potential loss arising from adverse changes in interest rates. As of July 2, 2023, we had cash, cash equivalents, restricted cash, and short-term

investments totaling \$409.4 million. Our cash, cash equivalents, and restricted cash are held in cash deposits, money market funds and U.S. treasury bills. The primary objectives of our investment activities are the preservation of capital and the fulfillment of liquidity needs. Our short-term investments consist of highly liquid fixed-income securities and we do not enter into investments for trading or speculative purposes. Due to the short-term nature of these instruments, we do not believe that an immediate 10% increase or decrease in interest rates would have a material effect on the fair value of our investment portfolio.

As of July 2, 2023, we had \$172.5 million of Convertible Senior Notes with an annual interest rate of 3.0%. As such, we do not believe that we are exposed to any material interest rate risk as a result of our borrowing activities.

Uncertain financial markets could result in a tightening in the credit markets, a reduced level of liquidity in many financial markets, and extreme volatility in fixed income and credit markets.

#### *Foreign Currency Risk*

There was no material foreign currency risk for the quarter ended July 2, 2023. Our activities to date have been limited and were conducted primarily in the U.S.

The majority of our expenses, and capital purchasing activities are transacted in U.S. dollars. Our operations outside of the U.S. are subject to risks typical of operations outside of the U.S. including, but not limited to, differing economic conditions, changes in political climate, differing tax structures, other regulations and restrictions, and foreign exchange rate volatility. Given the impact of foreign currency exchange rates has not been material to our historical operating results, we have not entered into derivative or hedging transactions, but we may do so in the future if our exposure to foreign currency should become more significant. As our international operations grow, we will continue to reassess our approach to manage our risk relating to fluctuations in currency rates.

#### *Inflation Risk*

In recent months, inflation has continued to increase significantly in the U.S. and overseas resulting in rising transportation, wages, and other costs. Inflation may generally affect us by increasing our costs and expenses. Although there was no material inflation risk for the quarter ended July 2, 2023 as our activities to date have been primarily related to research and development activities, as well as our Fab1 construction, if our equipment and/or material costs become subject to significant inflationary pressures, we may not be able to fully offset such higher costs with increased revenue. Our inability or failure to do so could harm our business, financial condition, and results of operations.

### **Item 4. Controls and Procedures**

#### **Evaluation of Disclosure Controls and Procedures**

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, to allow timely decisions regarding required disclosure.

As of July 2, 2023, our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on the evaluation, our Chief Executive Officer and our Chief Financial Officer concluded, as of July 2, 2023, that our disclosure controls and procedures were effective at a reasonable assurance level.

#### **Changes in Internal Control over Financial Reporting**

There has been no change in our internal control over financial reporting (as defined in Rules 13a-15(d) and 16d-15(d) under the Exchange Act) that occurred during the quarter ended July 2, 2023 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

#### **Inherent Limitations on Effectiveness of Controls**

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls, will prevent all error and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected.

## PART II. OTHER INFORMATION

### Item 1. Legal Proceedings

Refer to the heading “Litigation” in Note 8 “Commitments and Contingencies” of the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for information regarding our legal proceedings.

### Item 1A. Risk Factors.

*Investing in our securities involves a high degree of risk. Before you make a decision to buy our securities, you should carefully consider the risks and uncertainties described below together with all of the other information contained in this Quarterly Report on Form 10-Q, including our unaudited condensed consolidated financial statements and related notes and in the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” If any of the events or developments described below were to occur, our business, prospects, operating results and financial condition could suffer materially, the trading price of our securities could decline and you could lose all or part of your investment. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business. The risks facing our business have not changed substantively from those discussed in our Annual Report, except for those risks marked with an asterisk (\*).*

#### SUMMARY OF RISK FACTORS

Below is a summary of material factors that make an investment in our securities speculative or risky. Importantly, this summary does not address all of the risks and uncertainties that we face.

- We will need to improve our energy density, cycle life, fast charging, capacity roll off and gassing metrics in order to stay ahead of competition over time, which is difficult and we may not be able to do.
- We rely on a new and complex manufacturing process for our operations: achieving volume production involves a significant degree of risk and uncertainty in terms of operational performance metrics as yield and costs.
- We are in the process of building out manufacturing facilities to produce our lithium-ion battery cell in sufficient quantities to meet expected demand, and if we cannot successfully locate and bring additional facilities online, our business will be negatively impacted and could fail.
- We rely on a third-party contract manufacturer of our batteries which is based in Malaysia, and changes to our relationship with such third-party contract manufacturer, expected or unexpected, may result in delays or disruptions that could harm our business.
- We may not be able to source or establish supply relationships for necessary components or may be required to pay costs for components that are more expensive than anticipated, which could delay the introduction of our product and negatively impact our business.
- We may be unable to adequately control the costs associated with our operations and the components necessary to build our lithium-ion battery cells.
- If our batteries fail to perform as expected, our ability to develop, market and sell our batteries could be harmed.
- If we are unable to qualify new customers, our ability to grow revenue or improve our financial results could be harmed.
- If we are unable to develop our business and effectively commercialize our products as anticipated, we may not be able to generate revenue or achieve profitability.
- Operational problems with our manufacturing equipment subject us to safety risks which, if not adequately addressed, could have a material adverse effect on our business, results of operations, cash flows, financial condition or prospects.
- We may not be able to source or establish supply relationships for necessary components or may be required to pay costs for components that are more expensive than anticipated, which could delay the introduction of our product and negatively impact our business.
- The battery market continues to evolve and is highly competitive, and we may not be successful in competing in this industry or establishing and maintaining confidence in our long-term business prospects among current and future partners and customers.

- If we are unable to attract and retain key employees and qualified personnel, including on a global basis, our ability to compete could be harmed.
- We are an early-stage company with a history of financial losses and expect to incur significant expenses and continuing losses for the foreseeable future.
- We may become subject to product liability claims, which could harm our financial condition and liquidity if we are not able to successfully defend or insure against such claims.
- We may not have adequate funds to acquire our next manufacturing facilities and build them out, and may need to raise additional capital, which we may not be able to do.
- We rely heavily on our intellectual property portfolio. If we are unable to protect our intellectual property rights, our business and competitive position would be harmed.
- We could face state-sponsored competition from overseas and may not be able to compete in the market on the basis of price.
- In the past, we have identified material weaknesses in our internal control over financial reporting. If we are unable to maintain an effective system of internal controls in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect our business and stock price.
- Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial debt.

#### **Item 1A. Risk Factors**

##### **Risks Related to Our Manufacturing and Scale-Up**

*We will need to improve our energy density, cycle life, fast charging, capacity roll off and gassing metrics in order to stay ahead of competition over time, which is difficult and we may not be able to do.\**

Our roadmap to improve our energy density, cycle life, fast charge, capacity roll off and gassing metrics requires us to implement higher energy density materials for both cathodes and anodes. To successfully use these materials, we will have to optimize our cell designs including, but not limited to formulations, thicknesses, geometries, materials, chemistries and manufacturing tolerances and techniques. It could take us longer to incorporate these new materials, or we might not be able to achieve every cell performance specification required by customers. Further, we will need to make improvements in packaging technology to achieve our energy density, cycle life, fast charge, capacity roll off and gassing roadmap. These improvements may not be possible, could take longer or be more difficult than forecasted. This could reduce the performance or delay the availability of products to customers. In addition, we have not yet achieved every specification for all of the products we plan to produce in our first year of commercial production. The failure to achieve all of these specifications or adequately address each of these other challenges could impact the performance of our cells or delay the availability of these products to our customers.

*We rely on a new and complex manufacturing process for our operations: achieving volume production involves a significant degree of risk and uncertainty in terms of operational performance such as yield and costs.\**

Although we have developed our Li-ion battery technology, we rely heavily on a new and complex manufacturing process for the production of our lithium-ion battery cells, all of which has not yet been qualified to operate at large-scale manufacturing volumes. To meet our projected future demand, we believe we need to increase our manufacturing throughput and yield metrics. Meeting our goals will be a multi-quarter endeavor and we have experienced delays in meeting these goals to date. We may experience further delays improving manufacturing yield, throughput and equipment availability.

In addition, it may take longer than expected to install, qualify and release the Gen2 Autoline at Fab2 and make further modifications to the Gen1 equipment to achieve our goals for throughput and yield. It may also take longer than anticipated to install our Agility Line.

The work required to develop these processes and integrate equipment into the production of our lithium-ion battery cells, including achieving our goals for throughput and yield, is time intensive and requires us to work closely with developers and equipment providers to ensure that it works properly for our unique battery technology. Such equipment may not arrive on schedule or may not be functioning as designed when it does arrive. This integration work will involve a

significant degree of uncertainty and risk, and we have not in the past and may not in the future be able to achieve our goals for throughput and yield. Further, the integration work may result in the delay in the scaling up of production or result in additional cost to our battery cells, particularly if we encounter issues with performance or if we are unable to customize products for certain of our customers. Even after each of our Gen2 manufacturing line and Agility Line is installed, we expect that certain customers may require up to several months to complete technology qualification of the Gen2 line and/or the Agility Line before accepting product that is manufactured at high volume on the Gen2 line, if at all. In addition, even if we are able to achieve volume production for the existing uses of our batteries, we may face challenges relating to the scaling up of production for new uses of our batteries, including in the EV market.

Our Fremont pilot line and our large-scale Gen2 manufacturing lines require large-scale machinery. Such machinery has in the past suffered, and is likely to in the future suffer, unexpected malfunctions from time to time and will require repairs and spare parts to resume operations, which may not be available when needed.

In addition, unexpected malfunctions of our production equipment have in the past significantly affected, and may in the future significantly affect, the intended operational efficiency. The people needed to remedy these malfunctions may not be readily available. Because this equipment has not previously been used to build lithium-ion battery cells, the operational performance and costs associated with this equipment can be difficult to predict and may be influenced by factors outside of our control, such as, but not limited to, failures by suppliers to deliver necessary components of our products in a timely manner and at prices and volumes acceptable to us, environmental hazards and remediation, difficulty or delays in obtaining governmental permits, damages or defects in systems, industrial accidents, fires, seismic activity and other natural disasters. Further, we have in the past experienced power outages at our facilities, and if these outages are more frequent or longer in duration than expected it could impact our ability to manufacture batteries in a timely manner. If our production equipment does not achieve the projected levels of its output or our production equipment becomes obsolete, it may be necessary to record an impairment charge to reduce the carrying value of our machinery and equipment and would adversely affect our results of operations and financial conditions.

Even if we are able to successfully complete development of and modify, as necessary, this new and complex manufacturing process, we may not be able to produce our lithium-ion batteries in commercial volumes in a cost-effective manner.

***We are in the process of building out manufacturing facilities to produce our lithium-ion battery cell in sufficient quantities to meet expected demand, and if we cannot successfully locate and bring an additional facility online, our business will be negatively impacted and could fail.\****

Currently, we are continuing to build-out our manufacturing facility in Fremont, California. Even if we are able to overcome the challenges in designing and refining our manufacturing process, this manufacturing facility is currently anticipated to have two manufacturing lines and only one of such manufacturing lines will include a packaging line. We expect these two manufacturing lines will be sufficient to produce batteries in commercial scale, but not in high enough volumes to meet our expected customer demand.

Even if we overcome the manufacturing challenges and achieve volume production of our lithium-ion battery, if the cost, performance characteristics or other specifications of the battery fall short of our or our customers' targets, our sales, product pricing and margins would likely be adversely affected.

***We have entered into an agreement with YBS, a third-party contract manufacturer of our batteries which is based in Malaysia. Changes to our relationship with YBS, expected or unexpected, may result in delays or disruptions that could harm our business.\****

On July 26, 2023, we entered into a 10-year manufacturing agreement (the "Agreement") with YBS International Berhad ("YBS"), a Malaysia-based investment holding company with segments including electronic manufacturing and assembly, high-precision engineering, precision machining and stamping, among others, and which, if we are able to overcome the challenges in designing and refining our manufacturing process, will have multiple lines to produce commercial volumes of our lithium-ion batteries to meet our expected customer demands.

We and YBS have agreed to share an initial investment of \$100.0 million for the equipment for the Gen2 Line 1 and facilitation costs, as set out in the Agreement. We will contribute 30% and YBS has the obligation to finance the remainder 70%. YBS will obtain \$70.0 million in financing for manufacturing operations under the Agreement from OCBC Bank (Malaysia) Berhad ("OCBC"). We are in discussions with OCBC to provide collateral for YBS' financing arrangement. Pricing under the Agreement is set on a cost-plus basis and is subject to a minimum commitment on behalf of Enovix. At any time during the first seven years of the Agreement's term, we reserve the right to purchase the Gen2 Line 1 by



repaying the YBS financed amount set out in the Agreement net of depreciation and we shall also bear the early repayment penalty fee imposed by the financier (if any). There is no guarantee that the financing for such facility will be secured on commercially reasonable terms or at all.

This manufacturing arrangement with YBS creates risk because we will rely on YBS for manufacturing facilities, procurement, personnel and financing among others. Further, manufacturing in Malaysia is subject to possible disruptions in our manufacturing operations as a result of power outages, improperly functioning equipment, disruptions in supply of raw materials or components, or equipment failures. Our manufacturing operations may be subject to natural occurrences and possible climate changes. Other events, including political or public health crises, may affect our production capabilities or that of our suppliers, including as a result of quarantines, closures of production facilities, lack of supplies, or delays caused by restrictions on travel or shipping. As a result, in addition to disruptions to operations, our insurance premiums may increase, or we may not be able to fully recover any sustained losses through insurance. If this manufacturing arrangement does not perform as expected, it may materially and adversely affect our results of operations, financial condition and prospects.

In addition, our agreement with YBS exposes us to significant risks and limits our control and oversight over the management of manufacturing processes, capacity constraints, delivery timetables, product quality assurance and costs. If we fail to effectively manage our relationship with YBS, or if YBS is unable to meet our manufacturing requirements in a timely matter, or if we experience delays, disruptions or quality control problems, it may materially and adversely affect our business, prospects, financial condition and results of operations.

Furthermore, our ability to maintain a relationship with YBS is subject to risks associated with international operations, such as:

- burdens of complying with a wide variety of laws and regulations;
- unexpected changes in regulatory requirements;
- exposure to political or economic instability and general economic fluctuations in Malaysia;
- risks resulting from changes in currency exchange rates;
- changes in diplomatic and trade relationships;
- trade restrictions;
- terrorist activities, natural disasters, epidemics, pandemics and other outbreaks, including the regional or local impacts of any such activity;
- political, economic and social instability, war or armed conflict;
- differing employment practices and laws and labor disruptions, including strikes and other work stoppages, strains on the available labor pool, labor unrest, changes in labor costs and other employment dynamics;
- the imposition of government controls;
- lesser degrees of intellectual property protection;
- tariffs and customs duties, or other barriers to some international markets, and the classifications of our goods by applicable governmental bodies; and
- a legal system subject to undue influence or corruption.

*We may not be able to source or establish supply relationships for necessary components or may be required to pay costs for components that are more expensive than anticipated, which could delay the introduction of our product and negatively impact our business.*

We rely on third-party suppliers for components necessary to develop and manufacture our lithium-ion batteries, including key supplies, such as our anode, cathode and separator materials. We are collaborating with key suppliers but have not yet entered into agreements for the supply of volume production quantities of these materials. If we are unable to enter into commercial agreements with these suppliers on beneficial terms, or these suppliers experience difficulties ramping up their supply of materials to meet our requirements, or these suppliers experience any delays in providing or developing the necessary materials, or these suppliers cease providing or developing the necessary materials, we could

experience delays in delivering on our timelines. For example, cathode material vendors are transitioning from lithium cobalt oxide (“LCO”) to nickel cobalt manganese (“NCM”) or other chemistries due to EV adoption, and this has resulted in a downward trend of LCO supply and production. While we do not expect this to affect our near-term supply of LCO, it has induced us to identify a new LCO vendor.

The unavailability of any equipment component could result in delays in constructing the manufacturing equipment, idle manufacturing facilities, product design changes and loss of access to important technology and tools for producing and supporting our lithium-ion batteries production, as well as impact our capacity. Moreover, significant increases in our production or product design changes by us may in the future require us to procure additional components in a short amount of time. We have faced in the past, and may face suppliers who are unwilling or unable to sustainably meet our timelines or our cost, quality and volume needs, or to do so may cost us more, which may require us to replace them with other sources, which may further impact our timelines and costs. While we believe that we will be able to secure additional or alternate sources for most of our components, there is no assurance that we will be able to do so quickly or at all. Any inability or unwillingness of our suppliers to deliver necessary product components at timing, prices, quality and volumes that are acceptable to us could have a material impact on our business, prospects, financial condition, results of operations and cash flows.

Our business depends on the continued supply of certain materials for our products and we expect to incur significant costs related to procuring materials required to manufacture and assemble our batteries. The cost of our batteries depends in part upon the prices and availability of raw materials such as lithium, silicon, nickel, cobalt, copper and/or other metals. The prices for these materials fluctuate and their available supply has been, and may continue to be, unstable depending on market conditions and global demand for these materials, including as a result of increased global production of EVs and energy storage products, recent inflationary pressures, supply chain disruption caused by pandemics or other outbreaks, such as the COVID-19 pandemic, and war or other armed conflicts, including Russia’s invasion of Ukraine. We also have experienced a need for expedited freight services associated with supply chain challenges, resulting in higher logistics costs. Moreover, we may not be able to negotiate purchase agreements and delivery lead-times for such materials on advantageous terms. In addition, several large battery companies are developing and manufacturing key supplies such as cathode material on their own, and as a result such supplies may be proprietary to these companies. Reduced availability of these materials or substantial increases in the prices for such materials has increased, and may continue to increase, the cost of our components and consequently, the cost of our products. There can be no assurance that we will be able to recoup increasing costs of our components, including as a result of recent inflationary pressures, by increasing prices, which in turn would increase our operating costs and negatively impact our prospects.

Any disruption in the supply of components or materials could temporarily disrupt production of our batteries until an alternative supplier is able to supply the required material. Changes in business conditions, unforeseen circumstances, governmental changes, labor shortages, the effects of pandemics or other outbreaks and other factors beyond our control or which we do not presently anticipate, could also affect our suppliers’ ability to deliver components to us on a timely basis.

Currency fluctuations, trade barriers, trade sanctions, export restrictions, tariffs, embargoes or shortages and other general economic or political conditions may limit our ability to obtain key components for our lithium-ion batteries or significantly increase freight charges, raw material costs and other expenses associated with our business, which could further materially and adversely affect our results of operations, financial condition and prospects. For example, our factory is located in Fremont, California and our products require materials and equipment manufactured outside the country, including the PRC. If tariffs are placed on these materials and equipment, it could materially impact our ability to obtain materials on commercially reasonable terms.

Any of the foregoing could materially and adversely affect our results of operations, financial condition and prospects.

***We may be unable to adequately control the costs associated with our operations and the components necessary to build our lithium-ion battery cells.***

We will require significant capital to develop and grow our business and expect to incur significant expenses, including those relating to raw material procurement, leases, sales and distribution as we build our brand and market our batteries, and general and administrative costs as we scale our operations. Our ability to become profitable in the future will not only depend on our ability to successfully market our lithium-ion batteries and services, but also to control our costs. A large fraction of the cost of our battery, like most commercial batteries, is driven by the cost of component materials like anode and cathode powder, separator, pouch material, current collectors, etc. It also includes machined parts that are part of the package. We have assumed based on extensive discussions with vendors, customers, industry analysts and independent

research, target costs at startup of production and an assumed cost reduction over time. These estimates may prove inaccurate and adversely affect the cost of our batteries.

If we are unable to cost-efficiently manufacture, market, sell and distribute our lithium-ion batteries and services, our margins, profitability and prospects would be materially and adversely affected. We have not yet produced any lithium-ion battery cells at significant volume, and our forecasted cost advantage for the production of these cells at scale, compared to conventional lithium-ion cells, will require us to achieve certain goals in connection with rates of throughput, use of electricity and consumables, yield and rate of automation demonstrated for mature battery, battery material and manufacturing processes, that we have not yet achieved and may not achieve in the future. We are planning on improving the productivity and reducing the cost of our production lines relative to the first line we have built. In addition, we are planning continuous productivity improvements going forward. If we are unable to achieve these targeted rates or productivity improvements, our business will be adversely impacted.

#### **Risks Related to Our Customers**

*Our relationships with our current customers are subject to various risks which could adversely affect our business and future prospects.*

Our customers' products are typically on a yearly or longer refresh cycles. If we miss qualification timing by even a small amount, the impact to our production schedule, revenue and profits could be large. While we intend to pass all qualification criteria, some field reliability risks remain such as cycle life, long-term high-temp storage capacity and swelling, etc. While we have product wins for which we are designing custom products for specific customers, we do not have volume production commitments for each of these products. Should we not be able to convert these design wins into orders for volume production, our financial performance would be impacted. Batteries are known in the market to have historically faced risk associated with safety, and therefore customers can be reluctant to take risks on new battery technologies. Since new battery technologies have not been widely adopted by customers in the battery market, it may be difficult for us to overcome customer risk objections. If unanticipated problems arise, it may raise warranty costs and adversely affect revenue and profit.

In addition, one of our customers has exclusive rights to purchase our batteries for use in the augmented reality and virtual reality space through 2024, which could limit our ability to sell batteries to other customers in this space, which may limit our ability to grow our business in the augmented reality and virtual reality space through 2024.

*If our batteries fail to perform as expected, our ability to develop, market and sell our batteries could be harmed.*

We have experienced a limited number of returns of batteries that have failed to perform as expected. As commercial production of our lithium-ion battery cells increases, our batteries have in the past and may in the future contain defects in design and manufacture that may cause them to not perform as expected or that may require repairs, recalls and design changes. Our batteries are inherently complex and incorporate technology and components that have not been used for other applications and that may contain defects and errors, particularly when first introduced. We have a limited frame of reference from which to evaluate the long-term performance of our lithium-ion batteries. There can be no assurance that we will be able to detect and fix any defects in our lithium-ion batteries prior to the sale to potential consumers. If our batteries fail to perform as expected, we could lose design wins and customers may delay deliveries, terminate further orders or initiate product recalls, each of which could adversely affect our sales and brand and could adversely affect our business, prospects and results of operations.

Our 3D cell architecture is different than others and may behave differently in certain customer use applications that we have not evaluated. This could limit our ability to deliver to certain applications, including, but not limited to action cameras, portable gaming and smartwatches built for children. In addition, we have limited historical data on the performance and reliability of our batteries over time, and therefore it could fail unexpectedly in the field resulting in significant warranty costs or brand damage in the market. In addition, the electrodes and separator structure of our battery is different from traditional lithium-ion batteries and therefore could be susceptible to different and unknown failure modes leading our batteries to fail and cause a safety event in the field, which could further result in the failure of our end customers' products as well as the loss of life or property. Such an event could result in severe financial penalties for us, including the loss of revenue, cancellation of supply contracts and the inability to win new business due to damage in the market. In addition, some of our supply agreements require us to fund some or all of the cost of a recall and replacement of end products affected by our batteries.

***Our future growth and success depend on our ability to qualify new customers.***

Our growth will depend in large part on our ability to qualify new customers. We have invested heavily in qualifying our customers and plan to continue to do so. We are in the very early stages of growth in our existing markets, and we expect to substantially raise brand awareness by connecting directly with our customers. We anticipate that these activities will lead to additional deliveries, and, as a result, increase our base of our qualified customers. An inability to attract new customers would substantially impact our ability to grow revenue or improve our financial results.

***Our future growth and success depend on our ability to sell effectively to large customers.***

Our potential customers are manufacturers of products that tend to be large enterprises and organizations, including the U.S. military. Therefore, our future success will depend on our ability to effectively sell our products to such large customers. Sales to these end-customers involve risks that may not be present (or that are present to a lesser extent) with sales to smaller customers. These risks include, but are not limited to, increased purchasing power and leverage held by large customers in negotiating contractual arrangements with us and longer sales cycles and the associated risk that substantial time and resources may be spent on a potential end-customer that elects not to purchase our solutions.

Large organizations often undertake a significant evaluation process that results in a lengthy sales cycle. In addition, product purchases by large organizations are frequently subject to budget constraints, multiple approvals and unanticipated administrative, processing and other delays. Finally, large organizations typically have longer implementation cycles, require greater product functionality and scalability, require a broader range of services, demand that vendors take on a larger share of risks, require acceptance provisions that can lead to a delay in revenue recognition and expect greater payment flexibility. All of these factors can add further risk to business conducted with these potential customers.

***We may not be able to accurately estimate the future supply and demand for our batteries, which could result in a variety of inefficiencies in our business and hinder our ability to generate revenue. If we fail to accurately predict our manufacturing requirements, we could incur additional costs or experience delays.***

It is difficult to predict our future revenue and appropriately budget for our expenses, and we may have limited insight into trends that may emerge and affect our business. We anticipate being required to provide forecasts of our demand to our current and future suppliers prior to the scheduled delivery of products to potential customers. Currently, there is no historical basis for making judgments on the demand for our batteries or our ability to develop, manufacture and deliver batteries, or our profitability in the future. If we overestimate our requirements, our suppliers may have excess inventory, which indirectly would increase our costs. If we underestimate our requirements, our suppliers may have inadequate inventory, which could interrupt manufacturing of our products and result in delays in shipments and revenue. Many factors will affect the demand for our batteries. For example, most of the end products in which our batteries are expected to be used are manufactured in the PRC. If the political situation between the PRC and the United States were to deteriorate, it could prevent our customers from purchasing our batteries.

Lead times for materials and components that our suppliers order may vary significantly and depend on factors such as the specific supplier, contract terms and demand for each component at a given time. If we fail to order sufficient quantities of product components in a timely manner, the delivery of batteries to our potential customers could be delayed, which would harm our business, financial condition and operating results.

***Increases in sales of our lithium-ion battery cells may increase our dependency upon specific customers and our costs to develop and qualify our system solutions.***

The development of our lithium-ion battery cells is dependent, in part, upon successfully identifying and meeting our customers' specifications for those products. Developing and manufacturing lithium-ion batteries with specifications unique to a customer increases our reliance upon that customer for purchasing our products at sufficient volumes and prices in a timely manner. If we fail to identify or develop products on a timely basis, or at all, that comply with our customers' specifications or achieve design wins with customers, we may experience a significant adverse impact on our revenue and margins. Even if we are successful in selling lithium-ion batteries to our customers in sufficient volume, we may be unable to generate sufficient profit if per-unit manufacturing costs exceed per-unit selling prices. Manufacturing lithium-ion batteries to customer specifications requires a longer development cycle, as compared to discrete products, to design, test and qualify, which may increase our costs and could harm our business, financial condition and operating results.

## Risks Related to Our Business

***We have a history of financial losses and expect to incur significant expenses and continuing losses for the foreseeable future.***

We incurred net income (loss) of approximately \$(137.9) million and \$41.6 million, respectively, for the fiscal years-to-date ended July 2, 2023 and July 3, 2022 and an accumulated deficit of approximately \$522.7 million as of July 2, 2023. We believe that we will continue to incur operating and net losses each quarter until at least the time we begin significant production of our Li-ion batteries.

We expect the rate at which we will incur losses to be significantly higher in future periods as we, among other things: continue to incur significant expenses in connection with the development of our manufacturing process and the manufacturing of our batteries; secure additional manufacturing facilities and invest in manufacturing capabilities; build up inventory of components for our batteries; increase our sales and marketing activities; develop our distribution infrastructure; and increase our general and administrative functions to support our growing operations. We may find that these efforts are more expensive than we currently anticipate or that these efforts may not result in substantial revenue, which would further increase our losses.

***We are in the early stage of commercialization. In addition, certain aspects of our technology have not been fully field tested. If we are unable to develop our business and effectively commercialize our products as anticipated, we may not be able to generate revenue or achieve profitability.***

The growth and development of our operations will depend on the successful commercialization and market acceptance of our products and our ability to manufacture products at scale while timely meeting customers' demands.

There is no certainty that, once shipped, our products will operate as expected, and we may not be able to generate sufficient customer confidence in our latest designs and ongoing product improvements. There are inherent uncertainties in our ability to predict future demand for our products and, as a consequence, we may have inadequate production capacity to meet demand, or alternatively, have excess available capacity. Our inability to predict the extent of customer adoption of our proprietary technologies makes it difficult to evaluate our future prospects.

Beginning in the second quarter of 2022, we made commercial shipments to multiple customers. If we experience significant delays or order cancellations, or if we fail to develop our products in accordance with contract specifications, then our operating results and financial condition could be adversely affected. In addition, there is no assurance that if we alter or change our products in the future, that the demand for these new products will develop, which could adversely affect our business and any possible revenue. If our products are not deemed desirable and suitable for purchase and we are unable to establish a customer base, we may not be able to generate revenue or attain profitability. In addition, if we are unable to deliver our service on a timely basis, we may not be able to attract and engage new or existing customers for service contracts and we may not be able to generate revenue or attain profitability.

***We face significant barriers in our attempts to produce our products, our products are still under development, and we may not be able to successfully develop our products at commercial scale. If we cannot successfully overcome those barriers, our business will be negatively impacted and could fail.***

Producing lithium-ion batteries that meet the requirements for wide adoption by industrial and consumer applications is a difficult undertaking. We are still in the early stage of commercialization and face significant challenges achieving the long-term energy density targets for our products and producing our products in commercial volumes. Some of the challenges that could prevent the wide adoption of our lithium-ion batteries include difficulties with (i) increasing the volume, yield and reliability of our cells, (ii) increasing manufacturing capacity to produce the volume of cells needed to meet demand, (iii) installing and optimizing higher volume manufacturing equipment, (iv) packaging our batteries to ensure adequate cycle life, (v) material cost reductions, (vi) qualifying new vendors, (vii) expanding supply chain capacity, (viii) the completion of rigorous and challenging battery safety testing required by our customers or partners, including but not limited to, performance, cycle life and abuse testing and (x) the development of the final manufacturing processes.

Our Fab1 is in the early production stage and there are significant yield, material cost, performance and manufacturing process challenges to be solved prior to volume commercial production. We are likely to encounter further engineering challenges as we increase the capacity of our batteries and efficiency of our manufacturing process. If we are not able to overcome these barriers in producing our batteries, our business could fail.

The Gen1 manufacturing equipment requires qualified labor to inspect the parts to ensure proper assembly. We have already experienced equipment malfunctions during the scaling up of the manufacturing process, and the lack of qualified labor to inspect our batteries may further slow our production and impact our manufacturing costs and production schedule.

Even if we complete development and achieve volume production of our lithium-ion batteries, if the cost, performance characteristics or other specifications of the batteries fall short of our targets, our sales, product pricing and margins would likely be adversely affected.

***Operational problems with our manufacturing equipment subject us to safety risks which, if not adequately addressed, could have a material adverse effect on our business, results of operations, cash flows, financial condition or prospects.***

Operational problems with our manufacturing equipment subject us to safety risks which, if not adequately addressed, could result in the personal injury to or death of workers, the loss of production equipment, damage to manufacturing facilities, monetary losses, delays and unanticipated fluctuations in production. We have retained industry experts and designed our factory with appropriate safety precautions to address the fire risk of manufacturing batteries and minimize the impact of any event. Should these precautions be inadequate or an event be larger than expected, we could have significant equipment or facility damage that would impact our ability to deliver product and require additional cash to recover. In addition, operational problems may result in environmental damage, administrative fines, increased insurance costs and potential legal liabilities. All of these operational problems could have a material adverse effect on our business, results of operations, cash flows, financial condition or prospects.

***Lithium-ion battery modules in the marketplace have been observed to catch fire or vent smoke and flame, and such events have raised concerns over the use of such batteries.***

We develop lithium-ion battery cells for industrial and consumer equipment and intend to supply these lithium-ion battery cells for industrial and consumer applications. Historically, lithium-ion batteries in laptops and cellphones have been reported to catch fire or vent smoke and flames, and more recently, news reports have indicated that several EVs that use high-power lithium-ion batteries have caught on fire. As such, any adverse publicity and issues as to the use of high-power batteries in automotive or other applications will affect our business and prospects. In addition, any failure of our battery cells may cause damage to the industrial or consumer equipment or lead to personal injury or death and may subject us to lawsuits.

Our risks in this area are particularly pronounced given our lithium-ion batteries and our BrakeFlow™ technology have not yet been commercially tested or mass produced. We may have to recall our battery cells, which would be time-consuming and expensive. A product liability claim could generate substantial negative publicity about our batteries and business and inhibit or prevent commercialization of other future battery candidates, which would have a material adverse effect on our brand, business, prospects and operating results. Any insurance coverage might not be sufficient to cover all potential product liability claims. Any lawsuit seeking significant monetary damages either in excess of our coverage, or outside of our coverage, may have a material adverse effect on our reputation, business and financial condition. We may not be able to secure additional product liability insurance coverage on commercially acceptable terms or at reasonable costs when needed, particularly if we do face liability for our products and are forced to make a claim under our policy.

Further, product liability claims, injuries, defects or other problems experienced by other companies in the lithium-ion battery market could lead to unfavorable market conditions for the industry as a whole, and may have an adverse effect on our ability to attract new customers, thus harming our growth and financial performance.

***The battery market continues to evolve and is highly competitive, and we may not be successful in competing in this industry or establishing and maintaining confidence in our long-term business prospects among current and future partners and customers.***

The battery market in which we compete continues to evolve and is highly competitive. To date, we have focused our efforts on our silicon anode technology, which has been, and is being, designed to outperform conventional lithium-ion battery technology and other battery technologies. However, lithium-ion battery technology has been widely adopted, and our current competitors have, and future competitors may have, greater resources than we do and may also be able to devote greater resources to the development of their current and future technologies. These competitors also may have greater access to customers and may be able to establish cooperative or strategic relationships amongst themselves or with third parties that may further enhance their resources and competitive positioning. Furthermore, existing and potential customers have developed, and may in the future develop, their own lithium-ion battery technology and other battery technologies. In addition, lithium-ion battery manufacturers may make improvements in energy density faster than they have historically and what we have assumed, continue to reduce cost and expand supply of conventional batteries and

therefore reduce our energy density advantage and price premium, which would negatively impact the prospects for our business or negatively impact our ability to sell our products at a market-competitive price and sufficient margins.

There are a number of companies seeking to develop alternative approaches to lithium-ion battery technology. We expect competition in battery technology to intensify. Developments in alternative technologies, improvements in batteries technology made by competitors, or changes in our competitors' respective business models may materially adversely affect the sales, pricing and gross margins of our batteries. For example, large battery companies are becoming increasingly vertically integrated with respect to cathode materials, with the consequence being that next generation LCO material development will be proprietary to large battery companies. If a competing technology is developed that has superior operational or price performance, our business will be harmed. Further, our financial modeling assumes that, in addition to improving our core architecture over time, we are able to retain access to state-of-the-art industry materials as they are developed. If industry battery competitors develop their own proprietary materials, we would be unable to access these and would lose our competitive advantage in the market. If we fail to accurately predict and ensure that our battery technology can address customers' changing needs or emerging technological trends, or if our customers fail to achieve the benefits expected from our lithium-ion batteries, our business will be harmed.

We must continue to commit significant resources to develop our battery technology in order to establish a competitive position, and these commitments will be made without knowing whether such investments will result in products potential customers will accept. There is no assurance we will successfully identify new customer requirements or develop and bring our batteries to market on a timely basis, or that products and technologies developed by others will not render our batteries obsolete or noncompetitive, any of which would adversely affect our business and operating results. Further, if we are unable to improve our energy density at a rate faster than the industry, our competitive advantage will erode. In addition, if we fail to produce batteries in large scale volume production at reduced unit cost, it may negatively impact our competitive advantage in the industry.

Customers will be less likely to purchase our batteries if they are not convinced that our business will succeed in the long term. Similarly, suppliers and other third parties will be less likely to invest time and resources in developing business relationships with us if they are not convinced that our business will succeed in the long term. Accordingly, in order to build and maintain our business, we must maintain confidence among current and future partners, customers, suppliers, analysts, ratings agencies and other parties in our long-term financial viability and business prospects. Maintaining such confidence may be particularly complicated by certain factors including those that are largely outside of our control, such as our limited operating history, market unfamiliarity with our products, any delays in scaling manufacturing, delivery and service operations to meet demand, competition and uncertainty regarding our production and sales performance compared with market expectations.

***We could face state-sponsored competition from overseas and may not be able to compete in the market on the basis of price.***

One or more foreign governments, including the PRC, have concluded that battery technology and battery manufacturing is a national strategic priority and therefore have instituted official economic policies meant to support these activities. These policies may provide our competitors with artificially lower costs. If these lower costs materialize and enable competitive products to be sold into our markets at prices that, if applied to us, would cause us to become unprofitable, our ability to continue operating could be threatened.

***Our failure to keep up with rapid technological changes and evolving industry standards may cause our batteries to become less marketable or obsolete, resulting in a decrease in demand for our batteries and harm our ability to grow revenue and expand margins.***

The lithium-based battery market is characterized by changing technologies and evolving industry standards, which are difficult to predict. This, coupled with frequent introduction of new products and models, has shortened product life cycles and may render our batteries less marketable or obsolete. Also, our ability to grow revenue and expand margins will depend on our ability to develop and launch new product designs. If we fail to invest in the development of new products and technologies, we may lose the opportunity to compete effectively or at all, particularly in the electric vehicle space, which has been the subject of significant progress in recent years. Third parties, including our competitors, may improve their technologies or even achieve technological breakthroughs that could decrease the demand for our batteries. Our ability to adapt to evolving industry standards and anticipate future standards and market trends will be a significant factor in maintaining and improving our competitive position and our prospects for growth.

***If we are unable to attract and retain key employees and qualified personnel on a global basis, our ability to compete could be harmed.\****



Our success depends on our ability to attract and retain our executive officers, key employees and other qualified personnel on a global basis, and, as a relatively small company with key talent residing in a limited number of employees, our operations and prospects may be severely disrupted if we lose any one or more of their services. There have been, and from time to time, there may continue to be, changes in our management team resulting from the hiring or departure of executives and key employees, or the transition of executives within our business, which could disrupt our business. For example, Dr. Raj Talluri began serving as our new Chief Executive Officer on January 18, 2023 and Farhan Ahmad began service as our new Chief Financial Officer on July 10, 2023. Such changes in our executive management team may be disruptive to our business. Some of our executive officers and members of our management team have been with us for a short period of time and we continue to develop key functions within various aspects of our business. We are also dependent on the continued service of our other senior technical and management personnel because of the complexity of our products. Our senior management, including Dr. Talluri and Mr. Ahmad, and key employees are employed on an at-will basis. We cannot ensure that we will be able to retain the services of any member of our senior management or other key employees or that we would be able to timely replace members of our senior management or other key employees should any of them depart. The loss of one or more of our senior management or other key employees could harm our business.

Further, as we locate our new manufacturing facilities, build it out and bring it online, we will need to hire personnel to staff and maintain this facility with the technical qualifications, which we may not be able to do in the location at which this facility is located. Labor is subject to external factors that are beyond our control, including our industry's highly competitive market for skilled workers and leaders, cost inflation, and workforce participation rates. As we build our brand and become more well known and grow globally, there is increased risk that competitors or other companies will seek to hire our personnel. While some of our employees are bound by non-competition agreements, these may prove to be unenforceable. The failure to attract, integrate, train, motivate and retain these personnel could seriously harm our business and prospects.

***In the past, we had identified material weaknesses in our internal control over financial reporting. If we are unable to implement and maintain effective internal control over financial reporting in the future, investors may lose confidence in the accuracy and completeness of our financial reports, and the market price of our common stock may be materially adversely affected.***

In the past, we and our independent registered public accounting firm identified two material weaknesses in our internal control over financial reporting, all of which have since been remediated. We did not identify any material weakness for the fiscal year-to-date ended July 2, 2023.

Furthermore, if, in the future, we have a material weakness in our internal controls over financial reporting, we may not detect errors on a timely basis and our financial statements may be materially misstated. We or our independent registered public accounting firm may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting, which could harm our operating results, cause investors to lose confidence in our reported financial information and cause the trading price of our stock to fall. In addition, as a public company, we are required to file accurate and timely quarterly and annual reports with the SEC under the Exchange Act. Any failure to report our financial results on an accurate and timely basis could result in sanctions, lawsuits, delisting of our shares from The Nasdaq Global Select Market or other adverse consequences that would materially harm our business. In addition, we could become subject to investigations by the stock exchange on which our securities are listed, the SEC and other regulatory authorities and litigation from investors and stockholders, which could harm our reputation and our financial condition, or divert financial and management resources from our core business.

***We have incurred and will incur significant increased expenses and administrative burdens as a public company, which could negatively impact our business, financial condition and results of operations.***

We face increased legal, accounting, administrative and other costs and expenses as a public company that we did not incur as a private company. We expect such expenses to further increase now that we are no longer an "emerging growth company" as defined in Section 2(a)(19) of the Securities Act, as modified by the Jumpstart our Business Startups Act. The Sarbanes-Oxley Act of 2002, including the requirements of Section 404, as well as rules and regulations subsequently implemented by the SEC, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the rules and regulations promulgated and to be promulgated thereunder, the PCAOB and the securities exchanges, impose additional reporting and other obligations on public companies. Compliance with public company requirements will increase costs and make certain activities more time consuming. A number of those requirements require us to carry out activities that we had not done previously. For example, we have created new board committees and adopted new internal controls and disclosure controls and procedures. In addition, expenses associated with SEC reporting requirements have been and will



be incurred. Furthermore, if any issues in complying with those requirements are identified (for example, if we identify a material weakness or significant deficiency in the internal control over financial reporting), we could incur additional costs rectifying those issues, and the existence of those issues could adversely affect our reputation or investor perceptions of us. It may also be more expensive to obtain director and officer liability insurance. Risks associated with our status as a public company may make it more difficult to attract and retain qualified persons to serve on our board of directors or as executive officers. The additional reporting and other obligations imposed by these rules and regulations have increased and will increase legal and financial compliance costs and the costs of related legal, accounting and administrative activities. These increased costs will require us to divert a significant amount of money that could otherwise be used to expand the business and achieve strategic objectives. Advocacy efforts by stockholders and third parties may also prompt additional changes in governance and reporting requirements, which could further increase costs.

In addition, we implemented an enterprise resource planning (“ERP”), system for our company. An ERP system is intended to combine and streamline the management of our financial, accounting, human resources, sales and marketing and other functions, enabling us to manage operations and track performance more effectively. However, an ERP system will likely require us to complete many processes and procedures for the effective use of the system or to run our business using the system, which may result in substantial costs. Additionally, in the future, we may be limited in our ability to convert any business that we acquire to the ERP. Any disruptions or difficulties in using an ERP system could adversely affect our controls and harm our business, including our ability to forecast or make sales and collect our receivables. Moreover, such disruption or difficulties could result in unanticipated costs and diversion of management attention.

***Our failure to maintain effective controls and procedures required by Section 404(a) of the Sarbanes-Oxley Act of 2002 that are applicable to us could negatively impact our business.***

We are subject to Section 404 of the Sarbanes-Oxley Act of 2002. The standards required for a public company under Section 404(a) of the Sarbanes-Oxley Act of 2002 are significantly more stringent than those that were required of us as a privately held company. Management may not be able to maintain effective controls and procedures that adequately respond to the increased regulatory compliance and reporting requirements that are applicable to us. If we are not able to maintain the additional requirements of Section 404(a) in a timely manner or with adequate compliance, we may not be able to assess whether our internal controls over financial reporting are effective, which may subject us to adverse regulatory consequences and could harm investor confidence and the market price of our securities.

We are required, pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting. This assessment includes disclosure of any material weaknesses identified by our management in our internal control over financial reporting. In addition, our independent registered public accounting firm is required to attest to the effectiveness of our internal control over financial reporting. Our compliance with Section 404 requires that we incur substantial expenses and expend significant management efforts. We engaged a third party service provider to perform a review of our internal control over financial reporting. As we continue to grow, we will hire additional accounting and finance staff with appropriate public company experience and technical accounting knowledge to update the process documentation and internal controls for compliance with Section 404.

***We have previously been and may in the future be involved in class-action lawsuits and other litigation matters that are expensive and time-consuming. If resolved adversely, lawsuits and other litigation matters could seriously harm our business.\****

We have previously been and may in the future be subject to litigation such as putative class action and shareholder derivative lawsuits brought by stockholders. We anticipate that we will be a target for lawsuits in the future, as we have been in the past.

On January 6, 2023, a purported Company stockholder filed a securities class action complaint in the U.S. District Court for the Northern District of California against us and certain of its current and former officers and directors. The complaint alleges that defendants violated Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder by making material misstatements or omissions in public statements related to our manufacturing scaleup. Following court appointment of two purported Company stockholder lead plaintiffs, a consolidated complaint alleging substantially similar claims was filed on July 7, 2023. The consolidated complaint seeks unspecified damages, interest, fees and costs on behalf of all persons and entities who purchased and/or acquired shares of the Company or RSVAC’s common stock between June 24, 2021 and January 3, 2023. We and the other defendants intend to vigorously defend against the claims in these actions. Any litigation to which we are a party may result in an onerous or unfavorable judgment that may not be reversed on appeal, or we may decide to settle lawsuits on similarly unfavorable terms. Any such negative outcome

could result in payments of substantial monetary damages and accordingly our business could be seriously harmed. The results of lawsuits and claims cannot be predicted with certainty. Regardless of the final outcome, defending these claims, and associated indemnification obligations, are costly and can impose a significant burden on management and employees, and we may receive unfavorable preliminary, interim, or final rulings in the course of litigation, which could seriously harm our business.

### **Risks Related to Our Capital Needs and Capital Strategy**

*We may not have adequate funds to finance our operating needs and our growth, and may need to raise additional capital, which we may not be able to do.*

The design, manufacture and sale of batteries is a capital-intensive business. As a result of the capital-intensive nature of our business, we can be expected to continue to sustain substantial operating expenses without generating sufficient revenue to cover expenditures. We may need to raise additional capital to acquire our next manufacturing facility and build it out, as well as to support our manufacturing agreement with YBS. Adequate additional funding may not be available to us on acceptable terms or at all, and if the financial markets become difficult or costly to access, including due to rising interest rates, fluctuations in foreign currency exchange rates or other changes in economic conditions, our ability to raise additional capital may be negatively impacted. Our failure to raise capital in the future would have a negative impact on our ability to complete our manufacturing facilities, our financial condition and our ability to pursue our business strategies. The amount of capital that we will be required to raise, and our ability to raise substantial additional capital, will depend on many factors, including, but not limited to:

- our ability and the cost to develop our new and complex manufacturing process that will produce lithium-ion batteries in a cost-effective manner;
- our ability to continue to build-out and scale our Fremont manufacturing facility in a timely and cost-effective manner;
- our ability to locate and acquire new, larger manufacturing facilities on commercially reasonable terms;
- our ability to build out our new, larger manufacturing facilities in a cost-effective manner;
- the cost of preparing to manufacture lithium-ion batteries on a larger scale;
- the costs of commercialization activities including product sales, marketing, manufacturing and distribution;
- our ability to hire additional personnel;
- the demand for our lithium-ion batteries and the prices for which we will be able to sell our lithium-ion batteries;
- the emergence of competing technologies or other adverse market developments; and
- volatility in the equity markets, including as a result of rising interest rates, inflation or war or other armed conflict, such as Russia's invasion of Ukraine.

Our long-term financial model assumes we expand both on our own and by partnering with other battery companies. Should we not be able to achieve these partnering goals we would have to expand purely on our own. This would require additional capital and could impact how fast we can ramp revenue and achieve profitability. It could also impact our ability to service some customers that require second sources for supply. Additionally, if we can achieve these partnerships but not on the financial terms we are assuming, it could impact our financial performance.

Further, we cannot guarantee that our business will generate sufficient cash flow from operations to fund our capital expenditures or other liquidity needs. Over time, we expect that we will need to raise additional funds through the issuance of equity, equity-related or debt securities or through obtaining credit from financial institutions to fund, together with our principal sources of liquidity, ongoing costs such as research and development relating to our batteries, any significant unplanned or accelerated expenses and new strategic investments.

As discussed in the condensed consolidated financial statements, in Part I, item 1 of this Quarterly Report on Form 10-Q, we are not profitable and have incurred losses in each year since our inception. We incurred net income (loss) of \$(137.9) million and \$41.6 million, respectively, for the fiscal years-to-date ended July 2, 2023 and July 3, 2022. As of July 2, 2023, we had an accumulated deficit of \$522.7 million. We expect to continue to incur losses for the foreseeable future, and we anticipate these losses will increase as we continue our manufacturing scale up, add additional manufacturing

capacity, continue commercialization and continue to operate as a public company and comply with legal, accounting and other regulatory requirements. We cannot be certain that additional capital will be available on attractive terms, if at all, when needed, which could be dilutive to stockholders, and our financial condition, results of operations, business and prospects could be materially and adversely affected.

***Raising additional funds may cause dilution to existing stockholders and/or may restrict our operations or require us to relinquish proprietary rights.\****

To the extent that we raise additional capital by issuing equity or convertible debt securities, our existing stockholders' ownership interest may experience substantial dilution, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of a holder of our Common Stock. Any agreements for future debt or preferred equity financings, if available, may involve covenants limiting or restricting our ability to take specific actions, such as raising additional capital, incurring additional debt, making capital expenditures or declaring dividends. In addition, if we raise additional funds through collaborations, strategic alliances or marketing, distribution or licensing arrangements with third parties, we may be required to relinquish valuable rights to our technologies or future revenue streams. If we incur additional debt, the debt holders, together with holders of our outstanding Convertible Senior Notes, would have rights senior to holders of common stock to make claims on our assets, and the terms of any future debt could restrict our operations, including our ability to pay dividends on our common stock.

**Risks Related to Our Convertible Senior Notes**

***Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial debt.\****

Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, including the Convertible Senior Notes, depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not continue to generate cash flow from operations in the future sufficient to service our debt and make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional equity capital on terms that may be onerous or highly dilutive. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations, including the Convertible Senior Notes.

***The conditional conversion feature of the Convertible Senior Notes, if triggered, may adversely affect our financial condition and operating results.\****

In the event the conditional conversion feature of the Convertible Senior Notes is triggered, holders of the Convertible Senior Notes will be entitled to convert their notes at any time during specified periods at their option. If one or more holders elect to convert their notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the Convertible Senior Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

***Certain provisions in the indenture governing the Convertible Senior Notes may delay or prevent an otherwise beneficial takeover attempt of us.\****

Certain provisions in the indenture governing the Convertible Senior Notes may make it more difficult or expensive for a third party to acquire us. For example, the indenture governing the Convertible Senior Notes will require us to repurchase the Convertible Senior Notes for cash upon the occurrence of a fundamental change and, in certain circumstances, to increase the conversion rate for a holder that converts its notes in connection with a make-whole fundamental change. A takeover of us may trigger the requirement that we repurchase the Convertible Senior Notes and/or increase the conversion rate, which could make it costlier for a potential acquirer to engage in such takeover. Such additional costs may have the effect of delaying or preventing a takeover of us that would otherwise be beneficial to investors.

***Conversion of the Convertible Senior Notes may dilute the ownership interest of our stockholders or may otherwise depress the price of our common stock.\****

The conversion of some or all of the Convertible Senior Notes may dilute the ownership interests of our stockholders. Upon conversion of the Convertible Senior Notes, we have the option to pay or deliver, as the case may be, cash, shares of our common stock, or a combination of cash and shares of our common stock. If we elect to settle our conversion obligation in shares of our common stock or a combination of cash and shares of our common stock, any sales in the public market of our common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock. In addition, the existence of the Convertible Senior Notes may encourage short selling by market participants because the conversion of the Convertible Senior Notes could be used to satisfy short positions, or anticipated conversion of the Convertible Senior Notes into shares of our common stock could depress the price of our common stock.

***The accounting method for the Convertible Senior Notes could adversely affect our reported financial condition and results.\****

The accounting method for reflecting the Convertible Senior Notes on our Condensed Consolidated Balance Sheet, accruing interest expense for the Convertible Senior Notes and reflecting the underlying shares of our common stock in our reported diluted earnings per share may adversely affect our reported earnings and financial condition.

In August 2020, the Financial Accounting Standards Board (“FASB”) published Accounting Standards Update (“ASU”) 2020-06 (“ASU 2020-06”), which simplified certain of the accounting standards that apply to convertible notes. ASU 2020-06 eliminated the cash conversion and beneficial conversion feature modes used to separately account for embedded conversion features as a component of equity. Instead, an entity would account for convertible debt or convertible preferred stock securities as a single unit of account, unless the conversion feature requires bifurcation and recognition as derivatives. Additionally, the guidance requires entities to use the “if-converted” method for all convertible instruments in the diluted earnings per share calculation and to include the effect of potential share settlement for instruments that may be settled in cash or shares. ASU 2020-06 became effective for us beginning on January 1, 2022.

In accordance with ASU 2020-06 and subject to our full accounting assessment, which is not complete as of the date of this Quarterly Report on Form 10-Q, we expect that the Convertible Senior Notes will be reflected as a liability on our Condensed Consolidated Balance Sheets, with the initial carrying amount equal to the principal amount of the Convertible Senior Notes, net of issuance costs. The issuance costs will be treated as a debt discount for accounting purposes, which will be amortized into interest expense over the term of the Convertible Senior Notes. As a result of this amortization, the interest expense that we expect to recognize for the Convertible Senior Notes for accounting purposes will be greater than the cash interest payments we will pay on the Convertible Senior Notes, which will result in lower reported income.

In addition, we expect that the shares of common stock underlying the Convertible Senior Notes will be reflected in our diluted earnings per share using the “if converted” method, in accordance with ASU 2020-06. Under that method, diluted earnings per share would generally be calculated assuming that all the Convertible Senior Notes were converted solely into shares of common stock at the beginning of the reporting period, unless the result would be anti-dilutive. The application of the if-converted method may reduce our reported diluted earnings per share to the extent we are profitable in the future, and accounting standards may change in the future in a manner that may adversely affect our diluted earnings per share.

Furthermore, if any of the conditions to the convertibility of the Convertible Senior Notes is satisfied, then we may be required under applicable accounting standards to reclassify the liability carrying value of the Convertible Senior Notes as a current, rather than a long-term, liability. This reclassification could be required even if no noteholders or holders of Affiliate Notes convert their Convertible Senior Notes or Affiliate Notes, respectively, following the satisfaction of those conditions and could materially reduce our reported working capital.

***The capped call transactions may affect the value of the Convertible Senior Notes and our common stock.\****

In connection with the pricing of the Convertible Senior Notes and the exercise by the initial purchasers of their option to purchase additional Convertible Senior Notes, we entered into capped call transactions (the “Capped Call Transactions”) with certain of the initial purchasers or affiliates thereof and/or other financial institutions (the “Option Counterparties”). The Capped Call Transactions will cover, subject to customary adjustments, the number of shares of our common stock initially underlying the Convertible Senior Notes. The Capped Call Transactions are expected generally to reduce the potential dilution to our common stock upon any conversion of notes and/or offset any cash payments we are required to

make in excess of the principal amount of converted notes, as the case may be, with such reduction and/or offset subject to a cap.

In connection with establishing their initial hedges of the Capped Call Transactions, the Option Counterparties or their respective affiliates likely entered into various derivative transactions with respect to our common stock and/or purchased shares of our common stock concurrently with or shortly after the pricing of the Convertible Senior Notes, including with, or from, as the case may be, certain investors in the Convertible Senior Notes.

In addition, the Option Counterparties and/or their respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to our common stock and/or purchasing or selling our common stock or other securities of ours in secondary market transactions prior to the maturity of the Convertible Senior Notes (and are likely to do so on each exercise date of the Capped Call Transactions, or, to the extent we exercise the relevant election under the Capped Call Transactions, following any repurchase, redemption, or conversion of the Convertible Senior Notes).

We cannot make any prediction as to the direction or magnitude of any potential effect that the transactions described above may have on the price of the Convertible Senior Notes or the shares of our common stock. Any of these activities could adversely affect the value of the Convertible Senior Notes and our common stock.

***We are subject to counterparty risk with respect to the Capped Call Transactions.\****

The Option Counterparties are financial institutions, and we will be subject to the risk that any or all of them might default under the Capped Call Transactions. Our exposure to the credit risk of the Option Counterparties will not be secured by any collateral.

If an Option Counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure at that time under the capped call transaction with such Option Counterparty. Our exposure will depend on many factors but, generally, an increase in our exposure will be correlated to an increase in the market price and in the volatility of our common stock. In addition, upon a default by an Option Counterparty, we may suffer more dilution than we currently anticipate with respect to our common stock. We can provide no assurances as to the financial stability or viability of the Option Counterparties.

**Risks Related to Our Intellectual Property**

***We rely heavily on our intellectual property portfolio. If we are unable to protect our intellectual property rights, our business and competitive position would be harmed.***

We may not be able to prevent unauthorized use of our intellectual property, which could harm our business and competitive position. We rely upon a combination of the intellectual property protections afforded by patent, copyright, trademark and trade secret laws in the United States and other jurisdictions, as well as license agreements and other contractual protections, to establish, maintain and enforce rights in our proprietary technologies. In addition, we seek to protect our intellectual property rights through nondisclosure and invention assignment agreements with our employees and consultants and through non-disclosure agreements with business partners and other third parties. Despite our efforts to protect our proprietary rights, third parties may attempt to copy or otherwise obtain and use our intellectual property or be able to design around our intellectual property. Monitoring unauthorized use of our intellectual property is difficult and costly, and the steps we have taken or will take to prevent misappropriation may not be sufficient. Any enforcement efforts we undertake, including litigation, could be time-consuming and expensive and could divert management's attention, which could harm our business, results of operations and financial condition. Moreover, our intellectual property is stored on computer systems that could be penetrated by intruders and potentially misappropriated. There is no guarantee that our efforts to protect our computer systems will be effective. In addition, existing intellectual property laws and contractual remedies may afford less protection than needed to safeguard our intellectual property portfolio.

Patent, copyright, trademark and trade secret laws vary significantly throughout the world. A number of foreign countries do not protect intellectual property rights to the same extent as do the laws of the United States. Therefore, our intellectual property rights may not be as strong or as easily enforced outside of the United States, and efforts to protect against the unauthorized use of our intellectual property rights, technology and other proprietary rights may be more expensive and difficult outside of the United States. Further, we have not established our intellectual property rights in all countries in the world, and competitors may copy our designs and technology and operate in countries in which we have not prosecuted our intellectual property. Failure to adequately protect our intellectual property rights could result in our competitors using our intellectual property to offer products, and competitors' ability to design around our intellectual property would enable competitors to offer similar or better batteries, in each case potentially resulting in the loss of some

of our competitive advantage and a decrease in our revenue, which would adversely affect our business, prospects, financial condition and operating results.

***We may need to defend ourselves against intellectual property infringement claims, which may be time-consuming and could cause us to incur substantial costs.***

Companies, organizations or individuals, including our current and future competitors, may hold or obtain patents, trademarks or other proprietary rights that would prevent, limit or interfere with our ability to make, use, develop or sell our products, which could make it more difficult for us to operate our business. From time to time, we may receive inquiries from holders of patents or trademarks inquiring whether we are infringing their proprietary rights and/or seek court declarations that they do not infringe upon our intellectual property rights. Companies holding patents or other intellectual property rights relating to batteries, electric motors or electronic power management systems may bring suits alleging infringement of such rights or otherwise asserting their rights and seeking licenses. In addition, if we are determined to have infringed upon a third party's intellectual property rights, we may be required to do one or more of the following:

- cease selling, incorporating or using products that incorporate the challenged intellectual property;
- pay substantial damages;
- obtain a license from the holder of the infringed intellectual property right, which license may not be available on reasonable terms or at all; or
- redesign our batteries.

In the event of a successful claim of infringement against us and our failure or inability to obtain a license to the infringed technology, our business, prospects, operating results and financial condition could be materially adversely affected. In addition, any litigation or claims, whether or not valid, could result in substantial costs and diversion of resources and management's attention.

We also license patents and other intellectual property from third parties, and we may face claims that our use of this intellectual property infringes the rights of others. In such cases, we may seek indemnification from our licensors under our license contracts with them. However, our rights to indemnification may be unavailable or insufficient to cover our costs and losses, depending on our use of the technology, whether we choose to retain control over conduct of the litigation and other factors.

***Our patent applications may not result in issued patents or our patent rights may be contested, circumvented, invalidated or limited in scope, any of which could have a material adverse effect on our ability to prevent others from interfering with our commercialization of our products.***

Our patent applications may not result in issued patents, which may have a material adverse effect on our ability to prevent others from commercially exploiting products similar to ours. The status of patents involves complex legal and factual questions and the breadth of claims allowed is uncertain. As a result, we cannot be certain that the patent applications that we file will result in patents being issued or that our patents and any patents that may be issued to us will afford protection against competitors with similar technology. Numerous patents and pending patent applications owned by others exist in the fields in which we have developed and are developing our technology. In addition to those who may claim priority, any of our existing or pending patents may also be challenged by others on the basis that they are otherwise invalid or unenforceable. Furthermore, patent applications filed in foreign countries are subject to laws, rules and procedures that differ from those of the United States, and thus we cannot be certain that foreign patent applications related to issued U.S. patents will be issued.

Even if our patent applications succeed and we are issued patents in accordance with them, it is still uncertain whether these patents will be contested, circumvented, invalidated or limited in scope in the future. The rights granted under any issued patents may not provide us with meaningful protection or competitive advantages, and some foreign countries provide significantly less effective patent enforcement than in the United States. In addition, the claims under any patents that issue from our patent applications may not be broad enough to prevent others from developing technologies that are similar or that achieve results similar to ours. The intellectual property rights of others could also bar us from licensing and exploiting any patents that issue from our pending applications. In addition, patents issued to us may be infringed upon or designed around by others, and others may obtain patents that we need to license or design around, either of which would increase costs and may adversely affect our business, prospects, financial condition and operating results.

## **Risks Related to Our Regulatory Compliance**

***We may encounter regulatory approval difficulties which could delay our ability to launch our lithium-ion battery cells, and compliance with regulatory laws may limit their usefulness.***

Any delay in the development and manufacturing scale-up of our lithium-ion battery cells would negatively impact our business as it will delay time to revenue and negatively impact our customer relationships. For example, although we plan on passing all the required regulatory abuse testing, because our design is new and has very high energy density, there may be unanticipated failure modes that occur in the field which could delay or prevent us from launching our batteries. Further, there are current limits on the amount of energy that can be transported via different methods, particularly air travel. These limits have been historically based on the energy of batteries currently on the market. These limits may have to be increased in the future if they are not to limit the transportation of our batteries. If these limits are not increased, it could increase the costs and duration of shipping of our finished product and limit customer use of our batteries in certain cases. This could increase our inventory costs and limit sales of our batteries in some markets.

***We are subject to substantial regulation, and unfavorable changes to, or our failure to comply with, these regulations could substantially harm our business and operating results.***

Our batteries are subject to substantial regulation under international, federal, state and local laws, including export control laws. We expect to incur significant costs in complying with these regulations. Regulations related to the battery and alternative energy are currently evolving, and we face risks associated with changes to these regulations.

To the extent the laws change, our products may not comply with applicable international, federal, state or local laws, which would have an adverse effect on our business. Compliance with changing regulations could be burdensome, time consuming and expensive. To the extent compliance with new regulations is cost prohibitive, our business, prospects, financial condition and operating results would be adversely affected.

Internationally, there may be laws in jurisdictions we have not yet entered or laws we are unaware of in jurisdictions we have entered that may restrict our sales or other business practices. The laws in this area can be complex, difficult to interpret and may change over time. Continued regulatory limitations and other obstacles that may interfere with our ability to commercialize our products could have a negative and material impact on our business, prospects, financial condition and results of operations.

***We are subject to a variety of laws and regulations related to the safety and transportation of our batteries. Our failure to comply with these laws and regulations may have a material adverse effect on our business and results of operations.***

Many federal, state and local authorities require certification by Underwriters Laboratory, Inc., an independent, not-for-profit corporation engaged in the testing of products for compliance with certain public safety standards, or other safety regulation certification prior to marketing battery cells. Foreign jurisdictions also have regulatory authorities overseeing the safety of consumer products. Our products may not meet the specifications required by these authorities. A determination that any of our products are not in compliance with these rules and regulations could result in the imposition of fines or an award of damages to private litigants.

In addition, lithium batteries have been identified as a Class 9 dangerous good during transport. To be safely transported (by air, sea, rail or roadways), they must meet various international, national, state and local authorities, including, for example, the provisions laid out in United Nations standard UN 38.3. This standard applies to batteries transported either on their own or installed in a device. UN 38.3 has been adopted by regulators and competent authorities around the world, thus making it a requirement for global market access. The failure to manage the transportation of our products could subject us to increased costs or future liabilities.

***We are subject to requirements relating to environmental and safety regulations and environmental remediation matters which could adversely affect our business, results of operations and reputation.***

We are subject to numerous federal, state and local environmental laws and regulations governing, among other things, solid and hazardous waste storage, treatment and disposal and remediation of releases of hazardous materials. There are significant capital, operating and other costs associated with compliance with these environmental laws and regulations. Environmental laws and regulations may become more stringent in the future, which could increase costs of compliance or require us to manufacture with alternative technologies and materials.



Federal, state and local authorities also regulate a variety of matters, including, but not limited to, health, safety and permitting in addition to the environmental matters discussed above. New legislation and regulations may require us to make material changes to our operations, resulting in significant increases to the cost of production.

Our manufacturing process will have hazards such as, but not limited to, hazardous materials, machines with moving parts and high voltage and/or high current electrical systems typical of large manufacturing equipment and related safety incidents. There may be safety incidents that damage machinery or product, slow or stop production or harm employees. Consequences may include litigation, regulation, fines, increased insurance premiums, mandates to temporarily halt production, workers' compensation claims or other actions that impact the company brand, finances or ability to operate.

***A failure to properly comply (or to comply properly) with foreign trade zone laws and regulations could increase the cost of our duties and tariffs.***

Our manufacturing facility in Fremont, California has been established as a foreign trade zone through qualification with U.S. Customs. Materials received in a foreign trade zone are not subject to certain U.S. duties or tariffs until the material enters U.S. commerce. We benefit from the adoption of foreign trade zones by reduced duties, deferral of certain duties and tariffs and reduced processing fees, which help us realize a reduction in duty and tariff costs. However, the operation of our foreign trade zone requires compliance with applicable regulations and continued support of U.S. Customs with respect to the foreign trade zone program. If we are unable to maintain the qualification of our foreign trade zones, or if foreign trade zones are limited or unavailable to us in the future, our duty and tariff costs would increase, which could have an adverse effect on our business and results of operations.

#### **Risks Related to Ownership of Our Securities**

***The trading price of our Common Stock may be volatile, and the value of our Common Stock may decline.***

Historically, our stock price has been volatile. During the fiscal year ended January 1, 2023, our stock traded as high as \$28.17 per share and as low as \$7.26 per share, and from January 2, 2023 to July 31, 2023, our stock price has ranged from \$23.90 per share to \$6.50 per share. The trading price of our securities could be volatile and subject to wide fluctuations in response to various factors, some of which are beyond our control. Any of the factors listed below could have a material adverse effect on your investment in our securities and our securities may trade at prices significantly below the price you paid for them. In such circumstances, the trading price of our securities may not recover and may experience a further decline.

Factors affecting the trading price of our securities:

- actual or anticipated fluctuations in our quarterly financial results or the quarterly financial results of companies perceived to be similar to us;
- changes in the market's expectations about our operating results;
- success of competitors;
- our operating results failing to meet the expectation of securities analysts or investors in a particular period;
- changes in financial estimates and recommendations by securities analysts concerning us or the market in general;
- operating and stock price performance of other companies that investors deem comparable to us;
- our ability to develop product candidates;
- changes in laws and regulations affecting our business;
- commencement of, or involvement in, litigation involving us;
- changes in our capital structure, such as future issuances of securities or the incurrence of additional debt;
- the volume of shares of our securities available for public sale;
- any major change in our board of directors or management;
- sales of securities convertible into shares of our capital stock by us;



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- sales of substantial amounts of Common Stock by our directors, executive officers or significant stockholders or the perception that such sales could occur; and
- general economic and political conditions such as recessions, interest rates, fuel prices, international currency fluctuations and acts of war or other armed conflict or terrorism.

Broad market and industry factors may materially harm the market price of our securities irrespective of our operating performance. The stock market in general and The Nasdaq Global Select Market in particular have experienced price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of the particular companies affected. The trading prices and valuations of these stocks, and of our securities, is not predictable. A loss of investor confidence in the market for battery company stocks or the stocks of other companies which investors perceive to be similar to us could depress our stock price regardless of our business, prospects, financial conditions or results of operations. A decline in the market price of our securities also could adversely affect our ability to issue additional securities and our ability to obtain additional financing in the future.

Furthermore, short sellers may engage in manipulative activity intended to drive down the market price of target company stock. We have in the past been the subject of a short seller report containing certain allegations against us. While we reviewed the allegations in such report and believe them to be unsubstantiated, we may in the future become subject to additional unfavorable reports, which may cause us to expend a significant number of resources to investigate such allegations and may lead to increased volatility in the price of our Common Stock.

***If securities or industry analysts do not publish or cease publishing research or reports about us, our business, or our market, or if they change their recommendations regarding our securities adversely, the price and trading volume of our securities could decline.***

The trading market for our securities is influenced by the research and reports that industry or securities analysts may publish about us, our business, our market, or our competitors. If any of the analysts who currently cover us change their recommendation regarding our stock adversely, or provide more favorable relative recommendations about our competitors, the price of our securities would likely decline. If any analyst who currently cover us were to cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which could cause our stock price or trading volume to decline. If we obtain additional coverage and any new analyst issues, an adverse or misleading opinion regarding us, our business model, our intellectual property or our stock performance, or if our operating results fail to meet the expectations of analysts, our stock price could decline.

***The future sales of shares by existing stockholders may adversely affect the market price of our Common Stock.***

Sales of a substantial number of shares of our Common Stock in the public market could occur at any time. If our stockholders sell, or the market perceives that our stockholders intend to sell, substantial amounts of our Common Stock in the public market, the market price of our Common Stock could decline. As of August 7, 2023, we have outstanding a total of 160,126,939 shares of Common Stock. All of our outstanding shares are eligible for sale in the public market, other than shares and options held by directors, executive officers, and other affiliates that are subject to volume limitations under Rule 144 of the Securities Act, various vesting agreements, and shares that must be sold under an effective registration statement. Additionally, the shares of Common Stock subject to outstanding options and restricted stock unit awards under our equity incentive plans and the shares reserved for future issuance under our equity incentive plans will become eligible for sale in the public market upon issuance, subject to applicable insider trading policies.

To the extent our Private Placement Warrants are exercised, additional shares of Common Stock will be issued, which will result in dilution to the holders of Common Stock and increase the number of shares eligible for resale in the public market. Sales, or the potential sales, of substantial numbers of shares in the public market by the selling security holders, could increase the volatility of the market price of Common Stock or adversely affect the market price of Common Stock.

***A market for our securities may not continue, which would adversely affect the liquidity and price of our securities.***

The price of our securities may fluctuate significantly due to general market and economic conditions and an active trading market for our securities may not be sustained. In addition, the price of our securities can vary due to general economic conditions and forecasts, our general business condition and the release of our financial reports. If our securities are not listed on, or for any reason become delisted from, The Nasdaq Global Select Market and are quoted on the OTC Bulletin Board, an inter-dealer automated quotation system for equity securities that is not a national securities exchange, the liquidity and price of our securities may be more limited than if we were quoted or listed on The Nasdaq Global Select

Market or another national securities exchange. You may be unable to sell your securities unless a market can be established or sustained.

***There can be no assurance that we will be able to comply with the continued listing standards of The Nasdaq Global Select Market.***

If The Nasdaq Global Select Market delists our securities from trading on its exchange for failure to meet the listing standards, we and our stockholders could face significant material adverse consequences including:

- a limited availability of market quotations for our securities;
- a determination that our Common Stock is a “penny stock” which will require brokers trading in our Common Stock to adhere to more stringent rules, possibly resulting in a reduced level of trading activity in the secondary trading market for our Common Stock;
- a limited amount of analyst coverage; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

***Private Placement Warrants are exercisable for our Common Stock, which would increase the number of shares eligible for future resale in the public market and result in dilution to our stockholders.***

In connection with the RSVAC initial public offering (“RSVAC IPO”), RSVAC issued Private Placement Warrants to purchase 6,000,000 shares of Common Stock to the Sponsor. Each Warrant is exercisable to purchase one share of Common Stock at \$11.50 per share. To the extent such warrants are exercised, additional shares of our Common Stock will be issued, which will result in dilution to the then existing holders of our Common Stock and increase the number of shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market could adversely affect the market price of our Common Stock. The Warrants became exercisable 12 months from the closing of the RSVAC IPO, and they expire five years after the completion of the Business Combination or earlier upon redemption or liquidation, as described in our Registration Statement on Form S-1, filed with the SEC on August 2, 2021, as may be amended.

***Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the exclusive forums for certain disputes between us and our stockholders, which could limit our stockholders’ ability to choose the judicial forum for disputes with us or our directors, officers or employees.***

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware (or, if and only if the Court of Chancery of the State of Delaware lacks subject matter jurisdiction, any state court located within the State of Delaware or, if and only if all such state courts lack subject matter jurisdiction, the federal district court for the District of Delaware) is the exclusive forum for:

- any derivative action or proceeding brought on our behalf;
- any action asserting a claim of breach of fiduciary duty owed by any of our current or former directors, officers or other employees to us or our stockholders;
- any action asserting a claim against us by any of our current or former directors, officers or other employees to us or our stockholders arising under the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws;
- any action or proceeding to interpret, apply, enforce or determine the validity of the amended and restated certificate of incorporation or the amended or restated bylaws (including any right, obligation or remedy thereunder);
- any action or proceeding as to which the General Corporation Law of the State of Delaware (the “DGCL”) confers jurisdiction to the Court of Chancery of the State of Delaware; and
- any action asserting a claim against us or any of our current or former directors, officers or other employees that is governed by the internal affairs doctrine, in all cases to the fullest extent permitted by law and subject to the court’s having personal jurisdiction over the indispensable parties named as defendants.

This exclusive-forum provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction, or the Securities Act. In addition, to prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, the Amended Charter provides that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. However, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, both state and federal courts have jurisdiction to entertain such claims. As noted above, our amended and restated certificate of incorporation provides that the federal district courts of the United States will be the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act. Due to the concurrent jurisdiction for federal and state courts created by Section 22 of the Securities Act over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder, there is uncertainty as to whether a court would enforce the exclusive forum provision. Our amended and restated certificate of incorporation further provides that any person or entity holding, owning or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to these provisions. Investors also cannot waive compliance with the federal securities laws and the rules and regulations thereunder.

These exclusive-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. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring such a claim arising under the Securities Act against us or our directors, officers or other employees in a venue other than in the federal district courts of the United States of America. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and we cannot assure you that the provisions will be enforced by a court in those other jurisdictions. If a court were to find either exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur further significant additional costs associated with resolving the dispute in other jurisdictions, all of which could harm our business.

#### **General Risk Factors**

***We have been, and may in the future be, involved in legal proceedings and commercial or contractual disputes, which could have an adverse impact on our profitability and condensed consolidated financial position.***

We may be involved in legal proceedings and commercial or contractual disputes that, from time to time, are significant. These are typically claims that arise in the normal course of business including, without limitation, commercial or contractual disputes, including warranty claims and other disputes with potential customers and suppliers, intellectual property matters, personal injury claims, environmental issues, tax matters and employment matters. For example, on January 21, 2022, two former machine operator employees filed a putative wage and hour class action lawsuit against Enovix and co-defendant Legendary Staffing, Inc. in the Superior Court of California, County of Alameda. The case is captioned *Sopheak Prak & Ricardo Pimentel v Enovix Corporation and Legendary Staffing, Inc.*, 22CV005846. The Prak complaint alleges, among other things, on a putative class-wide basis, that the defendants failed to pay all overtime wages and committed meal period, rest period and wage statement violations under the California Labor Code and applicable Wage Orders. The plaintiffs are seeking unpaid wages, statutory penalties and interest, and reasonable costs and attorney fees. In September 2022, we began the mediation process with the plaintiff.

It is difficult to predict the outcome or ultimate financial exposure, if any, represented by these matters, and there can be no assurance that any such exposure will not be material. Such claims may also negatively affect our reputation.

***Global conflicts could adversely impact our business, costs, supply chain, sales, financial condition or results of operations.***

In late February 2022, Russia initiated significant military action against Ukraine. In response, the U.S. and certain other countries imposed significant sanctions and trade actions against Russia and Belarus, and the U.S. and certain other countries could impose further sanctions, trade restrictions and other retaliatory actions should the conflict continue or worsen. It is not possible to predict the broader consequences of the conflict, including related geopolitical tensions, and the measures and retaliatory actions taken by the U.S. and other countries in respect thereof, as well as any counter measures or retaliatory actions by Russia and Belarus in response, have caused and are likely to continue to cause regional

instability and geopolitical shifts. Further, such conflict has materially adversely affected and is likely to continue to materially adversely affect global trade, currency exchange rates, regional economies and the global economy. While it is difficult to anticipate the impact of any of the foregoing on the Company, such conflict, and any similar future conflicts, including as a result of rising tensions between China and Taiwan, and actions taken in response could increase our costs, disrupt our supply chain, reduce our sales and earnings, impair our ability to raise additional capital when needed on acceptable terms, if at all, or otherwise adversely affect our business, financial condition and results of operations.

***We may become subject to product liability claims, which could harm our financial condition and liquidity if we are not able to successfully defend or insure against such claims.***

Highly publicized incidents of laptop computers and cell phones bursting into flames have focused attention on the safety of lithium-ion batteries. If one of our products were to cause injury to someone or cause property damage, including as a result of product malfunctions, defects or improper installation leading to a fire or other hazardous condition, we may become subject to product liability claims, even those without merit, which could harm our business, prospects, operating results and financial condition. We face inherent risk of exposure to claims in the event our batteries do not perform as expected or malfunction resulting in personal injury or death. Our risks in this area are particularly pronounced given our batteries have a limited history of commercial testing and mass production. A successful product liability claim against us could require us to pay a substantial monetary award. Moreover, a product liability claim could generate substantial negative publicity about our batteries and business and inhibit or prevent commercialization of other future battery candidates, which would have material adverse effect on our brand, business, prospects and operating results. Any insurance coverage might not be sufficient to cover all potential product liability claims. Any lawsuit seeking significant monetary damages either in excess of our coverage, or outside of our coverage, may have a material adverse effect on our reputation, business and financial condition. We may not be able to secure additional product liability insurance coverage on commercially acceptable terms or at reasonable costs when needed, particularly if we do face liability for our products and are forced to make a claim under our policy.

***Our batteries and our website, systems and data we maintain may be subject to intentional disruption, other security incidents or alleged violations of laws, regulations or other obligations relating to data handling that could result in liability and adversely impact our reputation and future sales.***

In the ordinary course of business, we collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share (collectively, process) personal data and other sensitive information, including proprietary and confidential business data, trade secrets, intellectual property, and sensitive third-party data. Cyber-attacks, malicious internet-based activity, online and offline fraud, and other similar activities threaten the confidentiality, integrity, and availability of our sensitive information and information technology systems, and those of the third parties upon which we rely. Such threats are prevalent and continue to rise, are increasingly difficult to detect, and come from a variety of sources, including traditional computer “hackers,” threat actors, “hacktivists,” organized criminal threat actors, personnel (such as through theft or misuse), sophisticated nation states, and nation-state-supported actors. Some actors now engage and are expected to continue to engage in cyber-attacks, including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, we, the third parties upon which we rely, and our customers may be vulnerable to a heightened risk of these attacks, including retaliatory cyber-attacks, that could materially disrupt our systems and operations, supply chain, and ability to produce, sell and distribute our goods and services.

We and the third parties upon which we rely are subject to a variety of evolving threats, including but not limited to social-engineering attacks (including through phishing attacks), malicious code (such as viruses and worms), malware (including as a result of advanced persistent threat intrusions), denial-of-service attacks (such as credential stuffing), credential harvesting, personnel misconduct or error, ransomware attacks, supply-chain attacks, software bugs, server malfunctions, software or hardware failures, loss of data or other information technology assets, adware, telecommunications failures, earthquakes, fires, floods, and other similar threats. In particular, severe ransomware attacks are becoming increasingly prevalent – particularly for companies like ours that are engaged in manufacturing – and can lead to significant interruptions in our operations, loss of sensitive data and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting such payments.

Remote work has become more common and has increased risks to our information technology systems and data, as more of our employees utilize network connections, computers and devices outside our premises or network, including working at home, while in transit and in public locations. Additionally, future or past business transactions (such as acquisitions or integrations) could expose us to additional cybersecurity risks and vulnerabilities, as our systems could be

negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies. Furthermore, we may discover security issues that were not found during due diligence of such acquired or integrated entities, and it may be difficult to integrate companies into our information technology environment and security program.

We rely on third-party service providers and technologies to operate critical business systems to process sensitive information in a variety of contexts, including, without limitation, cloud-based infrastructure, data center facilities, encryption and authentication technology, employee email, and other functions. Our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. If our third-party service providers experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if our third-party service providers fail to satisfy their privacy or security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award.

Any of the previously identified or similar threats could cause a security incident or other interruption that could result in unauthorized, unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, or access to our sensitive information or our information technology systems, or those of the third parties upon whom we rely. A security incident or other interruption could disrupt our ability (and that of third parties upon whom we rely) to provide our products. We may expend significant resources or modify our business activities to try to protect against security incidents. Certain data privacy and security obligations may require us to implement and maintain specific security measures or industry-standard or reasonable security measures to protect our information technology systems and sensitive information.

While we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. We take steps to detect and remediate vulnerabilities, but we may not be able to detect and remediate all vulnerabilities because the threats and techniques used to exploit the vulnerability change frequently and are often sophisticated in nature. Therefore, such vulnerabilities could be exploited but may not be detected until after a security incident has occurred. These vulnerabilities pose material risks to our business. Further, we may experience delays in developing and deploying remedial measures designed to address any such identified vulnerabilities.

Applicable data privacy and security obligations may require us to notify relevant stakeholders of security incidents. Such disclosures are costly, and the disclosure or the failure to comply with such requirements could lead to adverse consequences. If we (or a third party upon whom we rely) experience a security incident or are perceived to have experienced a security incident, we may experience adverse consequences, such as government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); additional reporting requirements and/or oversight; restrictions on processing sensitive information (including personal data); litigation (including class claims); indemnification obligations; negative publicity; reputational harm; monetary fund diversions; interruptions in our operations (including availability of data); financial loss; and other similar harms. Security incidents and attendant consequences may cause customers to stop using our products, deter new customers from using our products, and negatively impact our ability to grow and operate our business.

Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages, or claims related to our data privacy and security obligations. We cannot be sure that our insurance coverage will be adequate or sufficient to protect us from or to mitigate liabilities arising out of our privacy and security practices, that such coverage will continue to be available on commercially reasonable terms or at all, or that such coverage will pay future claims.

***We are subject to stringent and evolving U.S. and foreign laws, regulations, rules, contractual obligations, policies and other obligations related to data privacy and security. Our actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions; litigation; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; loss of customers or sales; and other adverse business consequences.***

In the ordinary course of business, we collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share (collectively, process) personal data and other sensitive information, including proprietary and confidential business data, trade secrets, intellectual property, and sensitive third-party data. Our data processing activities may subject us to numerous data privacy and security obligations, such as various laws, regulations, guidance, industry standards, external and internal privacy and security policies, contractual requirements, and other obligations relating to data privacy and security. In the United States, federal, state, and local governments have enacted numerous data privacy and security laws, including data breach notification laws, personal data privacy laws, consumer protection laws (e.g., Section 5 of the Federal Trade Commission Act), and other similar laws. For example, the

California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (“CPRA”) (collectively, “CCPA”) applies to personal data of consumers, business representatives, and employees who are California residents, and requires businesses to provide specific disclosures in privacy notices and honor requests of such individuals to exercise certain privacy rights. The CCPA provides for administrative fines of up to \$7,500 per violation and allows private litigants affected by certain data breaches to recover significant statutory damages. In addition, the CPRA expanded the CCPA’s requirements, including by adding a new right for individuals to correct their personal data and establishing a new regulatory agency to implement and enforce the law. Other states, such as Virginia and Colorado, have also passed comprehensive privacy laws, and similar laws are being considered in several other states, as well as at the federal and local levels. These developments further complicate compliance efforts and increase legal risk and compliance costs for us and the third parties upon whom we rely.

Outside the United States, an increasing number of laws, regulations, and industry standards may govern data privacy and security, for example, the European Union’s General Data Protection Regulation (“EU GDPR”) and the United Kingdom’s GDPR (“UK GDPR”). Under the EU GDPR, companies may face temporary or definitive bans on data processing and other corrective actions; fines of up to 20 million Euros or 4% of annual global revenue, whichever is greater; or private litigation related to processing of personal data brought by classes of data subjects or consumer protection organizations authorized at law to represent their interests.

In the ordinary course of business, we may transfer personal data from Europe and other jurisdictions to the United States or other countries. Europe and other jurisdictions have enacted laws requiring data to be localized or limiting the transfer of personal data to other countries. In particular, the European Economic Area (“EEA”) and the United Kingdom (“UK”) have significantly restricted the transfer of personal data to the United States and other countries whose privacy laws it believes are inadequate. Other jurisdictions may adopt similarly stringent interpretations of their data localization and cross-border data transfer laws. Although there are currently various mechanisms that may be used to transfer personal data from the EEA and UK to the United States in compliance with law, such as the EEA and UK’s standard contractual clauses, these mechanisms are subject to legal challenges, and there is no assurance that we can satisfy or rely on these measures to lawfully transfer personal data to the United States. If there is no lawful manner for us to transfer personal data from the EEA, the UK or other jurisdictions to the United States, or if the requirements for a legally-compliant transfer are too onerous, we could face significant adverse consequences, including the interruption or degradation of our operations, the need to relocate part of or all of our business or data processing activities to other jurisdictions at significant expense, increased exposure to regulatory actions, substantial fines and penalties, the inability to transfer data and work with partners, vendors and other third parties, and injunctions against our processing or transferring of personal data necessary to operate our business. Additionally, companies that transfer personal data out of the EEA and UK to other jurisdictions, particularly to the United States, are subject to increased scrutiny from regulators, individual litigants, and activist groups. Some European regulators have ordered certain companies to suspend or permanently cease certain transfers out of Europe for allegedly violating the GDPR’s cross-border data transfer limitations.

We are also bound by contractual obligations related to data privacy and security, and our efforts to comply with such obligations may not be successful. For example, certain privacy laws, such as the GDPR and the CCPA, require our customers to impose specific contractual restrictions on their service providers. We publish privacy policies, marketing materials and other statements regarding data privacy and security. If these policies, materials or statements are found to be deficient, lacking in transparency, deceptive, unfair, or misrepresentative of our practices, we may be subject to investigation, enforcement actions by regulators or other adverse consequences.

Obligations related to data privacy and security are quickly changing, becoming increasingly stringent, and creating regulatory uncertainty. Additionally, these obligations may be subject to differing applications and interpretations, which may be inconsistent or conflict among jurisdictions. Preparing for and complying with these obligations requires us to devote significant resources, which may necessitate changes to our services, information technologies, systems, and practices and to those of any third parties that process personal data on our behalf. In addition, these obligations may require us to change our business model. We may at times fail (or be perceived to have failed) in our efforts to comply with our data privacy and security obligations. Moreover, despite our efforts, our personnel or third parties on whom we rely may fail to comply with such obligations, which could negatively impact our business operations. If we or the third parties on which we rely fail, or are perceived to have failed, to address or comply with applicable data privacy and security obligations, we could face significant consequences, including but not limited to: government enforcement actions (e.g., investigations, fines, penalties, audits, inspections, and similar); litigation (including class-action claims); additional reporting requirements and/or oversight; bans on processing personal data; and orders to destroy or not use personal data. Any of these events could have a material adverse effect on our reputation, business, or financial condition, including but not limited to: loss of customers; inability to process personal data or to operate in certain jurisdictions; limited ability to

develop or commercialize our products; expenditure of time and resources to defend any claim or inquiry; adverse publicity; or substantial changes to our business model or operations.

***Our facilities or operations could be damaged or adversely affected as a result of natural disasters and other catastrophic events.***

Our facilities or operations could be adversely affected by events outside of our control, such as natural disasters, wars or other armed conflicts, health epidemics, pandemics and other outbreaks, such as the COVID-19 pandemic, the long-term effects of climate change and other calamities. Our headquarters and initial manufacturing facilities are located in Fremont, California, which is prone to earthquakes. We cannot assure you that any backup systems will be adequate to protect us from the effects of fire, floods, typhoons, earthquakes, power loss, telecommunications failures, break-ins, war, riots, terrorist attacks or similar events. Any of the foregoing events may give rise to interruptions, breakdowns, system failures, technology platform failures or internet failures, which could cause the loss or corruption of data or malfunctions of software or hardware as well as adversely affect our ability to provide services.

***Any financial or economic crisis, or perceived threat of such a crisis, including a significant decrease in consumer confidence, may materially and adversely affect our business, financial condition and results of operations.***

Global economic conditions have impacted, and will likely continue to impact, businesses around the world, including ours. Inflation and other macroeconomic pressures in the United States and the global economy such as rising interest rates and recession fears are creating a complex and challenging environment for us and our customers.

The United States and certain foreign governments have taken actions in an attempt to address and rectify these extreme market and economic conditions by providing liquidity and stability to the financial markets. If the actions taken by these governments are not successful, the return of adverse economic conditions may negatively impact the demand for our lithium-ion battery cells and may negatively impact our ability to raise capital, if needed, on a timely basis and on acceptable terms or at all.

***Our ability to utilize our net operating losses and certain other tax attributes to offset future taxable income and taxes may be subject to certain limitations.***

Under the Internal Revenue Code of 1986, as amended, (the “Code”), a corporation is generally allowed a deduction for net operating losses (“NOLs”) carried over from a prior taxable year. Under the Code, we can carryforward our NOLs to offset our future taxable income, if any, until such NOLs are used or expire. The same is true of other unused tax attributes, such as tax credits. Under current U.S. federal income tax law, U.S. federal NOLs generated in taxable years beginning after December 31, 2017, may be carried forward indefinitely, but the deductibility of such U.S. federal NOLs is limited to 80 percent of taxable income. It is uncertain if and to what extent various states will conform to current U.S. federal income tax law, and there may be periods during which states suspend or otherwise limit the use of NOLs for state income tax purposes.

In addition, under Sections 382 and 383 of the Code and corresponding provisions under state law, a corporation that undergoes an “ownership change” is subject to limitations on its ability to use its pre-change NOL carryforwards and other pre-change tax attributes to offset future taxable income and taxes. The limitations apply if a corporation undergoes an “ownership change,” which is generally defined as a greater than 50 percentage point change (by value) in its equity ownership by certain stockholders over a three-year period. We have experienced ownership changes and are subject to limitations on our ability to utilize a portion of our NOLs and other tax attributes to offset taxable income or tax liability. In addition, future changes in our stock ownership, which may be outside of our control, may trigger additional ownership changes. Similar provisions of state tax law may also apply to suspend or otherwise limit our use of accumulated state tax attributes. As a result, even if we earn net taxable income in the future, our ability to use our or Legacy Enovix’s NOL carryforwards and other tax attributes to offset such taxable income or tax liability may be subject to limitations, which could potentially result in increased future income tax liability to us.

***Changes in tax laws or regulations that are applied adversely to us or our customers may have a material adverse effect on our business, cash flow, financial condition or results of operations.***

New income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted at any time, which could adversely affect our business operations and financial performance. Further, existing tax laws, statutes, rules, regulations or ordinances could be interpreted, changed, modified or applied adversely to us. For example, the Tax Cuts and Jobs Act of 2017, the Coronavirus Aid, Relief, and Economic Security Act of 2020 and the Inflation Reduction Act of 2022 enacted many significant changes to the U.S. tax laws. Further guidance from the Internal Revenue Service and other



tax authorities with respect to such legislation may affect us, and certain aspects of such legislation could be repealed or modified in future legislation. In addition, it is uncertain if and to what extent various states will conform to federal tax laws. Future tax reform legislation could have a material impact on the value of our deferred tax assets and could increase our future U.S. tax expense.

In addition, effective January 1, 2022, the Tax Cuts and Jobs Act of 2017 requires taxpayers to capitalize and subsequently amortize research and development expenses over five years for research activities conducted in the United States and over 15 years for research activities conducted outside the United States. Unless the United States Department of the Treasury issues regulations that narrow the application of this provision to a smaller subset of our research and development expenses or the provision is deferred, modified, or repealed by Congress, it could harm our future operating results by effectively increasing our future tax obligations. The actual impact of this provision will depend on multiple factors, including the amount of research and development expenses we will incur, whether we achieve sufficient income to fully utilize such deductions and whether we conduct our research and development activities inside or outside the United States.

***We are subject to anti-corruption, anti-bribery, anti-money laundering, import and export controls, financial and economic sanctions and similar laws, and non-compliance with such laws can subject us to administrative, civil and criminal fines and penalties, collateral consequences, remedial measures and legal expenses, all of which could adversely affect our business, results of operations, financial condition and reputation.\****

We are subject to anti-corruption, anti-bribery, anti-money laundering, import and export controls, financial and economic sanctions and similar laws and regulations in various jurisdictions in which we conduct or in the future may conduct activities, including the U.S. Foreign Corrupt Practices Act (“FCPA”), the U.K. Bribery Act 2010 and other anti-corruption laws and regulations. The FCPA and the U.K. Bribery Act 2010 prohibit us and our officers, directors, employees and business partners acting on our behalf, including agents, from directly or indirectly corruptly offering, promising, authorizing or providing anything of value to foreign government officials for the purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment. The FCPA also requires companies to make and keep books, records and accounts that accurately reflect transactions and dispositions of assets and to maintain a system of adequate internal accounting controls. The U.K. Bribery Act also prohibits non-governmental “commercial” bribery and soliciting or accepting bribes. A violation of anti-corruption laws or regulations could adversely affect our business, results of operations, financial condition and reputation. Our policies and procedures designed to ensure compliance with these regulations may not be sufficient and our directors, officers, employees, representatives, consultants, agents and business partners could engage in improper conduct for which we may be held responsible.

We are also subject to import and export control laws and regulations, including the U.S. Export Administration Regulations, U.S. Customs regulations, and various economic and trade sanctions regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control, and similar laws in other jurisdictions in which we conduct business. Exports of our products must be made in compliance with these laws and regulations. In addition, these laws may restrict or prohibit altogether the provision or supply of certain of our products to certain governments, persons, entities, countries, and territories, including those that are the target of comprehensive sanctions, unless there are license exceptions that apply or specific licenses are obtained. Any changes in import, export control, or sanctions laws and regulations, shift in the enforcement or scope of existing laws and regulations, or change in the countries, governments, persons, or technologies targeted by such laws and regulations, could result in decreased ability to export our products internationally.

Significant increases in import and excise duties or other taxes on, as well as any tariffs, particularly on our products to China, could materially increase our costs of our products and have an adverse effect on our business, liquidity, financial condition, and/or results of operations.

Non-compliance with anti-corruption, anti-bribery, anti-money laundering, import and export control, or financial and economic sanctions laws could subject us to whistleblower complaints, adverse media coverage, investigations, and severe administrative, civil and criminal sanctions, collateral consequences, remedial measures and legal expenses, all of which could materially and adversely affect our business, results of operations, financial condition and reputation.

***Our insurance coverage may not be adequate to protect us from all business risks.***

We may be subject, in the ordinary course of business, to losses resulting from products liability, accidents, acts of God and other claims against us, for which we may have no insurance coverage. As a general matter, the policies that we do have may include significant deductibles or self-insured retentions, and we cannot be certain that our insurance coverage will be sufficient to cover all future losses or claims against us. A loss that is uninsured or which exceeds policy limits may require us to pay substantial amounts, which could adversely affect our financial condition and operating results.



**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

On April 20, 2023, we issued \$172.5 million aggregate principal amount of 3.0% Convertible Senior Notes due 2028, including the exercise in full by the initial purchasers of their option to purchase an additional \$22.5 million aggregate principal amount of the Convertible Senior Notes. \$10.0 million principal amount of the Convertible Senior Notes were issued to an entity affiliated with Thurman John “T.J.” Rodgers, the Company’s Chairman, in a concurrent private placement. We offered and sold the Convertible Senior Notes to the initial purchasers in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act, and for resale by the initial purchasers to qualified institutional buyers pursuant to the exemption from registration provided by Rule 144A under the Securities Act. The Convertible Senior Notes are convertible into shares of our common stock on the terms set forth in the Indenture. Additional information relating to the issuance of the Convertible Senior Notes can be found under “Convertible Senior Notes” in Note 7 “Borrowings” of the notes to our unaudited condensed consolidated financial statements included in Part I, Item 1 of this Form 10-Q, as well as in our Current Report on Form 8-K filed with the Securities and Exchange Commission on April 21, 2023.

**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Mine Safety Disclosures**

None.

**Item 5. Other Information**

None.

**Item 6. Exhibits.**

The documents listed in the Exhibit Index of this Quarterly Report on Form 10-Q are incorporated by reference or are filed or furnished with this Quarterly Report on Form 10-Q, in each case as indicated therein:

Exhibit Number	Description	Incorporated by Reference				Filed Herewith
		Schedule/Form	File No.	Exhibit	Filing Date	
3.1	<a href="#">Amended and Restated Certificate of Incorporation</a>	8-K	001-39753	3.1	July 19, 2021	
3.2	<a href="#">Amended and Restated Bylaws</a>	8-K	001-39753	3.2	July 19, 2021	
4.1	<a href="#">Indenture, dated as of April 20, 2023, by and between Enovix Corporation and U.S. Bank Trust Company, National Association, as Trustee</a>	8-K	001-39753	4.1	April 21, 2023	
4.2	<a href="#">Form of Global Note, representing Enovix Corporation's 3.00% Convertible Senior Notes due 2028 (included as Exhibit A to the Indenture filed as Exhibit 4.1)</a>	8-K	001-39753	4.1	April 21, 2023	
10.1†	<a href="#">Manufacturing Agreement dated July 26, 2023, by and between Enovix Corporation and YBS International Berhad</a>					X
10.2#	<a href="#">Employment Agreement, dated April 15, 2023, by and between Enovix Corporation and Arthi Chakravarthy</a>	10-Q	001-39753	10.5	May 5, 2023	
10.3#	<a href="#">Separation Agreement, dated June 28, 2023, by and between Enovix Corporation and Steffen Pietzke</a>					X
10.4#	<a href="#">Employment Agreement, dated June 26, 2023, by and between Enovix Corporation and Farhan Ahmad</a>					X
10.5#+	<a href="#">2023 Long-Term Incentive Plan under the 2021 Equity Incentive Plan</a>	10-Q	001-39753	10.6	May 5, 2023	
10.6#	<a href="#">Form of Global RSU Award Grant Notice under the 2023 Long-Term Incentive Plan</a>	10-Q	001-39753	10.7	May 5, 2023	
10.70	<a href="#">Form of Confirmation for Capped Call Transactions</a>	8-K	001-39753	10.1	April 21, 2023	
31.1	<a href="#">Certification of Chief Executive Officer (Principal Executive Officer) Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					X
31.2	<a href="#">Certification of Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer) Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					X

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32.1*	<a href="#">Certification of Chief Executive Officer (Principal Executive Officer) Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>	
32.2*	<a href="#">Certification of Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer) Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>	
101.INS	Inline XBRL Instance Document	X
101.SCH	Inline XBRL Taxonomy Extension Schema Document	X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibits 101)	

† The Company has omitted portions of the referenced exhibit pursuant to Item 601(b) of Regulation S-K because it (a) is not material and (b) the type of information that the Registrant both customarily and actually treats as private and confidential. In addition, certain exhibits and schedules to the referenced exhibit have been omitted pursuant to Item 601(b)(2) of Regulation S-K.

+ Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601. The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

# Indicates a management contract or compensatory plan, contract or arrangement.

\* The certifications attached as Exhibit 32.1 and Exhibit 32.2 that accompany this Quarterly Report on Form 10-Q are deemed furnished and are not filed with the SEC for purposes of the Exchange Act nor shall they be deemed incorporated by reference into any filing of Enovix Corporation under the Exchange Act or the Securities Act whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

**SIGNATURES**

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

Dated: August 9, 2023

Enovix Corporation

By: /s/ Raj Talluri  
Dr. Raj Talluri  
President and Chief Executive Officer  
(Principal Executive Officer)

By: /s/ Farhan Ahmad  
Farhan Ahmad  
Chief Financial Officer  
(Principal Financial Officer and Principal Accounting Officer)

**Certain identified information marked by [\*\*\*] has been excluded from this exhibit because it is both (i) not material and (ii) the type of information that the Registrant both customarily and actually treats as private and confidential**

## **MANUFACTURING AGREEMENT**

This Manufacturing Agreement (the **“Agreement”**) is made and entered into as of the last date of signature (the **“Effective Date”**), by and between Enovix Corporation, a Delaware corporation, 3501 W. Warren Avenue, Fremont, California 94538, U.S.A including its subsidiary in Malaysia, Enovix Malaysia SDN. BHD. (**“Enovix”**) and YBS International Berhad a Malaysian corporation, with a place of business at No 978, Lorong Perindustrian Bukit Minyak 20, Kawasan Perindustrian Bukit Minyak, 14100 Simpang Ampat, Pulau Pinang, including its wholly owned subsidiary, Orifast Solution Sdn Bhd (**“YBS”**). Each of YBS and ENOVIX is a “Party” or “party” to this Agreement.

## **RECITALS**

- A. YBS engages in the business of manufacturing, assembling, testing and packaging electronic products for one or more customers. YBS has incorporated a subsidiary, namely Orifast Solution Sdn Bhd (**“OSSB”**) to manufacture lithium-ion batteries for Enovix under the terms and conditions of this Agreement.
- B. Enovix is engaged in the business of developing, manufacturing and selling lithium-ion batteries.
- C. Enovix desires to engage YBS as a non-exclusive supplier in Asia to manufacture batteries on behalf of Enovix on the terms and conditions of this Agreement.
- D. Subject to the terms and conditions of this Agreement and the Exhibits hereto, YBS shall manufacture and produce the quantity of Products specified by Enovix pursuant to Orders established by Enovix and shall do so under the direction and supervision of Enovix.

E. YBS and Enovix wish this Agreement to define the general terms and conditions governing any and all transactions between the parties regarding the manufacture of Products on behalf of Enovix.

In consideration of the mutual covenants and representations set forth herein, Enovix and YBS agree as follows:

## 1. DEFINITIONS

The following definitions shall apply to this Agreement and to each Exhibit to this Agreement, unless specifically provided to the contrary:

1.1 **“Forecast”** means the annual, monthly or, at Enovix’s option, weekly forecast of quantity of each Product that Enovix anticipates requiring for the applicable period of time.

1.2 **“Foreign Exchange Rate”** means the average of the exchange rate between the US dollar and the Malaysian Ringgit as published on the Wall Street Journal for the thirty (30) days prior to the date of invoice.

1.3 **“Intellectual Property”** means patent rights (including patent applications and disclosures), rights of priority, copyright rights, mask work rights, trade secret rights, know-how, and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not filed, perfected or recorded.

1.4 **“Know-How”** means any and all technical information presently available or generated during the term of this Agreement that relates to Products or improvements thereto and shall include, without limitation, all manufacturing data and any other information relating to Products or improvements thereto and useful for the development, manufacture, or effectiveness of Products.

1.5 **“Lead Time”** means the amount of time for manufacturing and shipment per Product as defined by Enovix.

1.6 **“Materials”** means raw materials, subcomponents or Supplied Components incorporated into the Product that are purchased directly from suppliers by YBS on behalf of Enovix.

1.7 **“Enovix Proprietary Technology”** means the software, firmware, hardware, technology and Know-How that is proprietary to Enovix and/or its licensors, including, but not limited to those items described in the relevant Exhibits attached hereto, including all Intellectual Property embodied therein. Enovix Proprietary Technology also includes product technology, Specifications, engineering documentation and manufacturing and testing processes.

1.8 **“Order”** means any purchase order provided to YBS by Enovix in writing which specifies the Products to be manufactured, including the quantity of each Product its description and part number, applicable manufacturing fee, shipping instructions and requested delivery dates and such other information as the parties may agree from time to time.

1.9 **“Products”** mean the battery manufactured by YBS on behalf of Enovix in accordance with the Specifications.

1.10 **“Quality Requirements”** are requirements provided by Enovix that YBS has to ensure Products comply with.

1.11 **“Specifications”** means any and all designs, drawings, blueprints, formulations, models, specifications, manufacturing, data, techniques, processes, procedures, performance data, Know-How and other technical information relating to the design, manufacture and/or operation of the Products, which are provided by Enovix to YBS for the purpose of manufacturing Products pursuant to this Agreement.

1.12 **“Statement of Work”** shall mean the statement of work provided by Enovix from time to time.

1.13 **“Supplied Components”** means those materials or components that Enovix provides, directly or through distributors, to YBS to be incorporated into the Product.

1.14 **“WIP”** means work in process and refers to the Supplied Components and/or Materials (after removal from stores inventory, if applicable) once they have been placed in the line on behalf of Enovix and have entered the manufacturing process.

## 2. MANUFACTURE OF PRODUCTS

2.1 **Manufacturing.** Under the direction of Enovix, using Enovix Proprietary Technology, as well as the Manufacturing Process, YBS will manufacture Products on behalf of Enovix and deliver them to Enovix, in compliance with the Specifications, Enovix Quality Requirements and Enovix Scope of Work set forth in Exhibit A at No 978, Lorong Perindustrian Bukit Minyak 20, Kawasan Perindustrian Bukit Minyak, 14100 Simpang Ampat, Pulau Pinang. YBS shall be responsible for production planning and ensuring adequate manpower capacity for manufacturing Products. YBS shall be responsible to fulfilling Orders in accordance with the specified Forecast and meet Production Key Performance Indicators (KPIs) and On Time Delivery (OTD) performance metrics set by Enovix and agreed by YBS.

In the event that there needs to be a change in location for manufacturing, YBS will provide advance written notice of six (6) months and Enovix will need to approve such location prior to Products being produced in the new location.

**2.2 Forecasts.** Before the beginning of each calendar month, Enovix will provide YBS with a Forecast on a 52-week rolling basis for long-term capacity planning and material inventory purchasing. In addition, at the beginning of every week, Enovix will provide a 26-week rolling forecast for Products, which forecast shall be binding on YBS for manufacture of Products based on Lead Time. YBS shall use commercially reasonable efforts to accept Enovix's variation in quantities identified by up to [\*\*\*] from the quantities in the Thirteen Week Forecast by Enovix ("Upside Orders") subject to the maximum capacity of the machines designed by Enovix and based on bottlenecks.

**2.3 Forecast, Material Management Dataroom.** YBS shall make available to Enovix a secured dataroom for exchange of forecasts, material management information and order confirmation which will be continuously available except for schedule downtimes which have been communicated to Enovix in advance.

**2.4 Enovix Obligations.**

(a) Enovix will supply to YBS, on the terms and conditions specified herein, the Enovix Proprietary Technology necessary for the manufacture of the Products by YBS on behalf of Enovix.

(b) Enovix will provide to YBS with respect to each Product all Specifications, product design drawings, approved vendor listings, material component descriptions (including approved substitutions), manufacturing process requirements, testing parameters and standards, equipment and quality control requirements, in the form of Enovix engineering documentation to YBS.

**2.5 YBS Obligations.**

(a) YBS shall purchase the tooling, fixtures and Gen2 Line 1 machinery for supply of Products to Enovix ("**Manufacturing Equipment**"). For the avoidance of doubt, YBS shall be responsible to purchase the machinery for Gen2 Line 1 only. YBS shall provide or acquire all Materials from pre-approved vendors to meet Forecast at the pricing set by Enovix. YBS is responsible for maintaining all Manufacturing Equipment and Materials in good and working condition for proper manufacturing of Products. Enovix will provide engineering support for manufacturing process of the Products. YBS shall ensure continuous availability of the Manufacturing Equipment and Materials.

**2.6 Changes in Manufacturing Process.** YBS will give Enovix [\*\*\*\*] days advance written notice of any proposed changes ("**Proposed Change Notice**") in site characteristics,



materials and/or to its Manufacturing Process, which might affect the form, fit, performance, maintainability, operation, function, reliability, interface interconnectability, compatibility, design rules, models, or size of Products. Such Proposed Change Notice will describe the nature of the proposed changes, including reasons for the changes, the anticipated schedule for implementation of the changes and other relevant technical and logistic considerations, including without limitation quality and reliability data to the extent available. Enovix will approve or disapprove any such proposed changes promptly, but in no event no later than [\*\*\*\*] days after receipt of the Proposed Change Notice. If Enovix disapproves such proposed changes within the [\*\*\*\*] day period, YBS will continue to manufacture and deliver Products using the old Manufacturing Process as originally agreed to by the parties hereunder.

**2.7 Modifications to the Enovix Specifications.** Enovix may request reasonable modifications to the Specifications at any time during the term of this Agreement.

**2.8 Exclusive Rights to Output.** Enovix shall have the sole and exclusive rights to YBS's output of Products that incorporate the Enovix Proprietary Technology. YBS will not sell, disclose, or distribute any Products to any third parties without Enovix's prior written authorization. Any sale, disclosure or distribution of Products or any similar products to unauthorized third parties shall be a material breach of this Agreement.

### **3. ORDER PROCEDURE**

**3.1 Submission of Order.** Enovix will submit all Orders to YBS in writing by mail or facsimile, or by mutually agreed-upon electronic means.

**3.2 Acceptance of Order.** YBS will immediately acknowledge receipt of Orders and shall accept Orders within Lead Times within twenty-four (24) hours of receipt. Any Order which YBS does not decline, in writing, within twenty-four (24) hours of receipt shall be deemed accepted by YBS. YBS will use commercially reasonable efforts to accept Upside Orders.

**3.3 Status Reports.** YBS will provide Enovix with Order status reports when reasonably requested by Enovix and within one (1) business day of each of the following milestones: (a) start of manufacturing; (b) Order completed; and (c) ordered Products shipped. Such status reports will be provided electronically in a format mutually agreed upon by both parties.

#### 4. MATERIALS MANAGEMENT

4.1 **Materials/Inventory Management.** YBS will be responsible for prudently managing, the inventory of Materials in a manner that will ensure that YBS can at all times fulfill Orders, pursuant to the Forecasts given under this Agreement. At a minimum, YBS shall maintain [\*\*\*] of inventory for all Materials. YBS shall provide weekly material status reports and seek to meet or exceed all KPIs provided by Enovix on inventory management.

#### 4.2 Materials Procurement.

(a) YBS will purchase Materials as necessary to manufacture Products pursuant to Orders and Forecasts, and will use standard and commercially prudent purchasing practices, including but not limited to: economic order quantities, attention to competitive pricing, consideration of supplier minimum quantities, and long-lead-time component management. YBS is authorized to procure Materials based only on outstanding Orders and the duration of then-current Forecasts based on pre-approved pricing by Enovix. Notwithstanding the foregoing, YBS may also procure Materials with lead times exceeding the duration of then-current Forecasts, after review and approval by Enovix. In the event that YBS is unable to purchase Materials to fulfill Orders within Lead Time, YBS shall immediately escalate to the appropriate contacts within Enovix. YBS shall provide a list of NCNR (Non-Cancelable, Non-Returnable), long lead time items, allocated commodities and Minimum Lot Size parts to Enovix that supports deliveries in the period covered by the forecasts ("Special Items Approval List"). Said Special Items Approval List should be updated and reviewed by Enovix and YBS on a case-by-case basis.

(b) In obtaining Materials for production of the Products, YBS will, at Enovix's direction, either:

- (i) purchase Materials directly from pre-approved third parties or
- (ii) receive Supplied Components on consignment from Enovix.

(c) YBS will promptly identify and advise Enovix of any foreseeable Material shortages that could impact Product delivery schedules and will use its best reasonable efforts to identify a suitable remedy.

(d) YBS is solely responsible for the payment of Materials to third parties. All such payments shall be made in the agreed currency with the said third parties.

**4.3 Obsolete or Surplus Materials.** When any Material is rendered obsolete and/or surplus as a result of changes in Enovix's requirements, and that Material was ordered by YBS against an accepted Order or Forecast, such Material will be deemed "Surplus Material" and Enovix shall pay YBS the cost of all the Surplus Material of more than [\*\*\*\*] aging immediately upon request by YBS and YBS, subject to mitigation of costs efforts set out in this Section 4.3(b):

(a) will notify Enovix, as soon as reasonably practicable following the date on which the obsolescence or surplus was caused (the "Obsolescence Date"), of the potential cost of such obsolescence or surplus; and

(b) will use its best efforts, for a period of at least [\*\*\*\*] after the Obsolescence Date, to mitigate such costs by: (i) canceling all outstanding orders for Surplus Materials, (ii) selling inventoried Surplus Materials back to the original supplier or to a third party on the most favorable terms possible; and (iii) using any remaining Surplus Materials, to the extent practical, in the manufacture of other products.

Upon Enovix's request, YBS will provide Enovix with documentary proof of its mitigation efforts under this Section, or, at Enovix's election, will permit Enovix to audit YBS's records related thereto for the purpose of verifying compliance with this Section's requirements.

**4.4 Losses of Materials, Inventory or Products.** YBS shall be responsible for and liable for any losses of or damages to Materials, inventory or Products caused solely by the acts or omissions of YBS or its employees or representatives including without limitation theft or pilferage. Upon Enovix's request, YBS shall reimburse Enovix for any and all such losses.

## **5. TESTING AND QUALITY ASSURANCE**

**5.1 Quality Assurance.** YBS will maintain quality assurance systems for the control of Material quality, processing, assembly, testing, packaging and shipping in accordance with its usual policies and practices, the highest industry standards and pursuant to any additional requirements set forth in this Agreement or as supplied by Enovix from time to time. YBS will use its best efforts to prevent and, as applicable, will promptly remedy, any conditions within its control that could compromise the quality of the Products or the Manufacturing Process. YBS will be responsible for having appropriate personnel in order to meet Enovix's quality assurance requirements defined by Enovix.

5.2 **Testing.** YBS will perform industry standard test procedures relating to the Products, and follow all steps of testing protocol and equipment provided by Enovix. No Products shall be shipped to Enovix unless all testing has been completed by YBS and passed all Quality Requirements and protocols set forth in the Statement of Work or as otherwise specified by Enovix.

## 6. AUDIT AND INSPECTION

- (1) YBS shall maintain accurate and complete accounting records relating to the manufacture of product under the Agreement in accordance with generally accepted accounting principles and practices consistently applied. YBS shall retain such Agreements for the term of this Agreement and [\*\*\*\*\*] years thereafter. YBS will provide, upon Enovix's written request, its available reliability and quality data regarding Products for the purpose of maintaining consistent quality standards for such Products throughout the term of the Agreement. YBS will permit Enovix or its representatives, at Enovix's expense and subject to YBS's reasonable security requirements, to perform quality audits of the facilities and processes used in manufacturing Products during normal business hours. YBS will provide Enovix with access to its facility and process control information, books and records which are specifically related to YBS's obligations under this Agreement, and as may be required by Enovix to verify compliance with this Agreement including without limitation on a quarterly and annual basis. YBS shall permit audits of its books and records associated with this Agreement in order to verify costs of Materials, labor, rent, administration expenses, utilities, repair and maintenance and Equipment, YBS financing costs and any other basis for the invoices submitted to Enovix upon request. The costs of the audit shall be borne by Enovix unless such audit finds that YBS overcharged Enovix by [\*\*\*\*\*] or more for the period audited, in which case Enovix's out of pocket expenses incurred in connection with the audit will be borne by YBS. YBS shall promptly refund the amount of any overcharge and related audit charges, if applicable.
- (2) At all times, Enovix is authorized to have its employees or contracts to verify, review and observe Product development, manufacturing, shipment and confirm the various obligations under this Agreement or required for the manufacturing and sale of the Product.

## 7. PAYMENT & FEES

### 7.1 Payment.

(a) The fee to be paid to YBS by Enovix for the Products (the "Manufacturing Fee") is [\*\*\*\*] markup on the direct and indirect materials, direct labor, utilities and repair and maintenance directly related with manufacturing Products for Enovix as detailed in Exhibit B ("Markup") for the first four manufacturing lines. For the first four manufacturing lines, Enovix

will purchase at a minimum of [\*\*\*] of Products as set out in Exhibit B as updated from time to time to be mutually agreed by both parties in writing. [\*\*\*\*\*]

(b) The Parties have agreed to share the initial investment of one hundred million (\$100,000,000) United States dollars for the equipment for the Gen2 Line 1 and facilitization costs, as set out in Exhibit C. Enovix will contribute thirty (30%) percent as set out in Exhibit C (“**30% Contribution**”) and YBS has the obligation to finance the remainder seventy percent (70%) by way of bank loan (“**70% Contribution**”). [\*\*\*]

In the event the Minimum Commitment as set out in Exhibit B is not sufficient for YBS to meet its minimum monthly loan repayment instalments to the bank after deduction of all other costs incurred by YBS (“**Shortfall**”), Enovix agrees to pay the Shortfall to YBS within [\*\*\*] from the date of written request from YBS.

(c) At any time during the first seven (7) years of the term, Enovix reserves the right to purchase the Gen2 Line 1 by repaying the YBS financed amount set out in Exhibit C net of depreciation and Enovix shall also bear the early repayment penalty fee imposed by the financier (if any). [\*\*\*\*\*]

(d) Enovix will assume capex responsibility for the manufacturing lines 2-9. For such lines, the Manufacturing Fee shall be as below:

Manufacturing Fee	Percent	Enovix CapEx Responsibility
Lines 1-4	[***]%	[***] (Line 1) [***] (Line 2 – 4)
Lines 5-9	[***]%	[***]

**7.2 Continuous Improvement and Cost Reductions.** YBS will actively work to support continuous improvements in its manufacturing and production of Products. YBS will disclose all cost reduction opportunities associated with Equipment and Materials and value engineering projects on a monthly basis. The Parties shall meet quarterly to review possibilities of cost reduction and all cost reductions will be evenly split by the parties.

**7.3 Payment.**

(a) YBS will send an invoice to Enovix on, or as soon as reasonably practicable after, the delivery of Products pursuant to this Section. Invoices shall be provided monthly and shall include the Manufacturing Fee and monthly repayment of YBS Investment over the Term of this Agreement.

(b) Payment of invoices is due to YBS within [\*\*\*] days following the date of invoice, [\*\*\*]. Enovix shall make all payments to YBS in USD for materials, tools, equipment and in Ringgit for direct labor, utilities, and all local spend. If any invoice paid by Enovix is found, upon Enovix's later review, to have been incorrect, Enovix, at its option, will be entitled to a prompt refund or a credit of the incorrect amounts so paid. Any invoices issued [\*\*\*] after the shipment shall not be valid or payable without the express written permission of YBS. Irrespective of payment disputes, YBS is not permitted to place Products on credit hold or manufacturing hold under this Agreement.

(c) Except as otherwise provided herein, each party will be responsible for its own costs and expenses incurred by it and its employees in performing its obligations under this Agreement, including, but not limited to, travel, lodging, entertainment, employees' salaries, wages or other compensation, together with each party's respective federal, state, provincial, municipal or other taxes. Neither party will incur or assume any cost or expense on behalf of the other party without prior written consent from the party to be charged.

(d) Taxes and Duties. YBS will bear the cost of all duties, levies, tariffs and similar charges (and any related interest and penalties) (together "Duties") however designated, arising from the performance of the services by YBS, including (without limitation) those imposed as a result of the shipping of materials (including materials, components and finished product) to, from or between YBS site(s). If these Duties are incurred by Enovix, then YBS shall be entitled to invoice Enovix for these Duties at the time that they are incurred. YBS shall bear and pay all governmental (including federal, state and local) taxes based upon or measured by its net income, its personal property and all franchise taxes based upon its corporate existence, or its general corporate right to transact business. Notwithstanding any contrary terms in this section, in the event of material changes to applicable laws that are reasonably likely to materially increase the cost of providing the services, the parties shall review the potential impact and negotiate in good faith any applicable changes to the prices and/or fees, as applicable.

**7.4 Packaging.** All Products shall be packaged for shipment to protect the Products from loss or damage and in conformance with good commercial practice, the Specifications, government regulations and other applicable standards. Any special packaging requirements shall be quoted by YBS and shall be implemented on Enovix's written approval.

#### **7.5 Shipping.**

(a) YBS shall deliver Products EXWORKS to Enovix warehouse (Incoterms 2020) or as otherwise specified by Enovix in an Order in accordance with the shipment date specified in the applicable Order with aging of not more than [\*\*\*]. YBS shall be entitled to charge Enovix warehouse storage charges for any warehouse storage with aging of more than [\*\*\*\*], with such charges to pre-approved in writing. The shipment date and quantity shall be determined by Enovix. All Products will be sent with necessary documentation and packaging as defined by Enovix for receiving, inspections and acceptance. Shipments of Products shall be made on a First In First Out (FIFO) basis.

(b) YBS shall meet any delivery dates specified in an Order, provided that such dates are consistent with the Lead Time. In any event, YBS will promptly notify Enovix of any anticipated inability to meet the delivery dates requested in the Order. YBS shall not ship Products in advance of the shipment date nor later than the shipment date. For Orders which Enovix requests be shipped on an expedited basis, YBS shall use commercially reasonable efforts to fulfill such requests.

(c) Time is of the essence with respect to production and delivery of Products. Cycle time and delivery performance will be reviewed on a monthly basis. Upon learning of any circumstances that in YBS's reasonable discretion could result in a delayed delivery (including any actual or potential labor dispute), YBS shall notify Enovix as to the cause and extent of such delay. If YBS is the cause of the circumstances resulting in a delayed delivery, YBS shall, at no cost to Enovix, employ accelerated measures such as services and material expediting (priority lots as available), premium transportation (including air freight) or labor overtime required to meet the applicable requested delivery date. In addition, if such measures are not sufficient to address the problem, the Parties will follow the escalation process set out by Enovix. The foregoing does not excuse YBS's failure to fulfill its delivery obligations to Enovix. In addition, for each delivery delay YBS shall reimburse Enovix for all costs and damages Enovix has incurred as a result of such delay

### **8. ACCEPTANCE OF PRODUCTS**

**8.1 Inspection.** Enovix reserves the right to inspect and test any Products delivered hereunder, and will accept or reject such Product in accordance with the following terms.

Enovix may reject any Products which: (a) have been materially damaged prior to delivery by YBS, or (b) do not meet, in all material respects, the relevant Specification ("Rejected Products"). Acceptance of any Products does not relieve YBS of its warranty obligations under this Agreement.

8.2 **Notification.** Enovix will notify YBS in writing of rejected Products as a result of manufacturing defect due to workmanship. Enovix or Enovix's customer (if applicable) will return rejected Products to YBS, at YBS's expense. YBS shall be responsible for repairing or replacing or refunding costs of Products at the election of Enovix.

8.3 **YBS Election.** If YBS finds that the rejected products do not materially conform to the specifications, YBS will, at its election, either repair or replace the Rejected Products, or refund to Enovix all sums paid therefor. The cost associated with any such repair, replacement or refund, including any applicable shipping expenses, taxes, or other fees, will be the responsibility of YBS. In the case of replacement or refund, title to the rejected Product shall pass to YBS on delivery to YBS.

8.4 **Scrapping.** YBS will follow Enovix policies and procedures to scrap material.

8.5 **Customer Contacts.** YBS agrees Enovix shall be sole contact to Enovix customers. YBS shall not communicate with Enovix customers without the prior written consent of Enovix. In the event YBS is contacted by Enovix customers, YBS shall notify Enovix immediately and wait for Enovix instructions before proceeding. For the purposes of Enovix customers performing diligence on Enovix as a supplier of products, if requested by Enovix, such customers may participate in such inspections or be given access to the results of such inspections.

## 9. TITLE AND RISK OF LOSS

9.1 **Title and Risk of Loss.** Title to Products and risk of loss and damage will pass from YBS to Enovix upon delivery by YBS. Subject to the other terms and conditions of this Agreement, YBS shall have title to and bear risk of loss for all Products from the beginning of WIP and throughout each subsequent stage of the manufacturing and assembly process. YBS shall also have title to and bear risk of loss with respect to Supplied Components from date of acquisition and with respect to Materials once removed from YBS's stores inventory and placed in WIP on behalf of Enovix.



9.2 **Treatment of Certain Losses.** Enovix and YBS acknowledge that several types of losses may occur with respect to materials, inventory and Products. Losses due to normal attrition, such as breakage, are the responsibility of Enovix and are reflected in the Manufacturing Fee. Losses and damage caused solely by acts or omissions of YBS or its employees and representatives and attrition beyond the normal levels are the responsibility of YBS. The parties are both required to have and maintain, during the term hereof and for [\*\*\*\*\*] thereafter, product liability, property insurance with at least [\*\*\*\*\*] policy limits and coverage adequate to cover all perils customarily protected against in performing its obligations hereunder. YBS shall provide Enovix with a certificate of insurance upon request. Enovix shall be responsible for the material and product liabilities insurances. YBS shall be responsible for other insurances and Enovix will be charged at cost. YBS as the landlord is required to obtain the normal fire insurance on the property as per the local authority requirements on the property fire insurance coverage (“**Local Requirements**”) and upon request of Enovix, YBS may purchase the property insurance in accordance to the global standards provided that Enovix shall bear all additional insurance costs incurred by YBS.

9.3 **Field Failures.**

- (1) If Products are rejected based on failure in the field as determined by Enovix in its reasonable [ ].

10. **WARRANTY**

10.1 **YBS Representations and Warranties.** YBS represents and warrants to Enovix that: (i) Enovix shall have good and clear title to the Product free and clear of all liens, claims, and encumbrances; (ii) all manufacturing activities and services provided hereunder by YBS (excluded those under Proprietary Technology and Enovix Work Product (as defined in Section 12) are either owned or properly licensed by YBS or are in the public domain and do not infringe any proprietary rights of any third party; (iii) YBS has the full power to enter into this Agreement and to carry out its obligations under this Agreement;[ ].

11. **TERM AND TERMINATION**

11.1 **Term.** This Agreement shall commence on the Effective Date and shall continue for ten (10) years and shall automatically be renewed for another five (5) term, unless otherwise terminated as provided herein.

**11.2 Termination for Cause.** Either party may suspend its performance and/or terminate this Agreement immediately upon written notice at any time upon occurrence of any one of the following events:

- (1) The other party is in material breach of any term, condition or covenant of this Agreement and fails to cure the breach within thirty (30) days after written notice thereof or
- (2) The other party: (i) becomes insolvent; (ii) enters into or files a petition, arrangement or proceeding seeking an order for relief under bankruptcy laws of the United States; (iii) enters into a receivership for any of its assets; (iv) enters into a composition with or assignment for the benefit of its creditors; or (v) enters into a readjustment of debt dissolution or liquidation.

**11.3 Termination for Convenience.** Both parties may mutually agree to terminate this Agreement in writing at any point of time. In the event of termination under this Section:

- (a) Enovix may terminate any Order by giving YBS [\*\*\*] prior written notice. Termination of any Order or this Agreement will not prejudice accrued rights and liabilities (including payments for Products delivered) of either party and
- (b) on the termination or other discharge of this Agreement, YBS will, as soon as reasonably practicable following Enovix's request, deliver up to Enovix at Enovix's expense and risk all Enovix Proprietary Technology.
- (c) YBS will be entitled at its option to perform all accepted Orders placed prior to the termination of this Agreement and the terms of this Agreement will continue to apply to such Orders.

**11.5 Effect of Termination in General.** Upon termination or expiration of this Agreement, each party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that the obligations of the parties under this Agreement which, by their nature, would continue beyond termination or expiration of this Agreement, shall survive termination or expiration of this Agreement. While termination will not relieve YBS or Enovix from any liability arising from any breach of this Agreement, neither party will be liable to the other for damages of any sort solely as a result of terminating this Agreement in accordance with its terms. Termination of this Agreement will be without prejudice to any other right or remedy of either party.

## **12. OWNERSHIP AND LIMITED LICENSE**

**12.1 Grant of Limited License to the Enovix Proprietary Technology.** Enovix hereby grants YBS a non-exclusive, non-assignable, non-sub-licensable, limited license to use the Enovix Proprietary Technology and Enovix Work Product (as defined below), subject to and upon the terms and conditions of this Agreement, solely to fulfill YBS's obligations hereunder. YBS agrees to use the Enovix Proprietary Technology and Enovix Work Product for the sole purpose of manufacturing, assembling and producing for Enovix the quantity of Products specified by Enovix in accordance with the terms and conditions of this Agreement and not for any other purpose.

**12.2 YBS Duties.** YBS agrees not to engage in, nor will it authorize others to engage in, the reverse engineering, disassembly or the decompilation of any of the Enovix Proprietary Technology or the Enovix Work Product. YBS shall not disclose the Enovix Proprietary Technology or the Enovix Work Product to any third parties and shall not use the Enovix Proprietary Technology or the Enovix Work Product for its own benefit or the benefit of others. YBS shall use diligent good faith efforts to secure and protect the Enovix Proprietary Technology and the Enovix Work Product with at least the same degree of care YBS utilizes with respect to its own most valued proprietary information.

**12.3 Ownership.** As between Enovix and YBS, all right title and interest in the Enovix Proprietary Technology are and shall remain solely with Enovix, subject to the license granted under Section 12.1. Enovix retains sole and exclusive rights, title and interest in and to its intellectual property, including any and all improvements thereto or derivative works thereof.

**12.4 Work Product; Assignment.** All specifications, designs, discoveries, inventions, products, modifications, computer programs, technical information, procedures, processes, improvements, developments, drawings, notes, documents, information and materials made, conceived, reduced to practice or developed by YBS which result from, relate to or arise out of its performance under this Agreement or otherwise relates to or arises out of the Products or Enovix Proprietary Technology, and all intellectual property rights therein (collectively, the "Work Product") will be owned solely and exclusively by Enovix. To the extent such Work Product is a "work made for hire" under applicable copyright law, it shall be considered a "work made for hire" from the moment of creation, the copyright of which shall be owned exclusively by Enovix worldwide. To the extent such Work Product does not qualify as a "work made for hire" under applicable copyright law, all right, title and interest, including worldwide copyrights, patents, trade secrets and any other intellectual property rights, that YBS may have in and to same is hereby assigned, transferred and conveyed from the moment of creation exclusively to Enovix. Enovix is designated an agent in order to be able to file patents or preserve other intellectual property rights. In the event there can be no assignment of Work Product, YBS hereby grants to Enovix a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, paid-up license to: (i) sell, use, make, have made, reproduce, make derivative works of, and distribute, at

any time and in any manner, products or derivatives embodying the Manufacturing Process that is used in the production of or incorporated into Products; (ii) use and reproduce for internal use copies of any test software licensable by YBS that Enovix requests in order to test the Enovix Products or derivatives, and (iii) sublicense others to do any of the foregoing.

### 13. CONFIDENTIALITY

13.1 **Confidentiality.** Each party will at all times, both during the term of this Agreement and for a period of [\*\*\*] after its termination, maintain in confidence this Agreement, Know-How, Enovix Proprietary Technology, the Manufacturing Process, improvements, and all information, data, reports, and other records that either party receives from the other that is designated as confidential in writing or, if disclosed orally, reduced to writing and designated as confidential within thirty (30) days including the terms, conditions, and existence of this Agreement as confidential and will not use such Confidential Information except as expressly permitted herein ("Confidential Information"). Each party will take all reasonable measures to maintain the confidentiality of such Confidential Information, but not less than the measures it uses for its confidential information of similar importance. Each party will limit the disclosure of such Confidential Information to those of its employees and contractors with a bona fide need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement; provided that all such employees and contractors are subject to binding use and disclosure restrictions at least as protective as those set forth herein. Confidential Information will not include any information that (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) the receiving party can demonstrate by written evidence was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information; or (d) the receiving party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure.

### 14. LIMITATION OF LIABILITY

EXCEPT UNDER SECTION 13 (CONFIDENTIALITY), SECTION 12 (OWNERSHIP), OR FOR LIABILITY CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY ORDER, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT. BOTH PARTIES' LIABILITY UNDER THIS AGREEMENT IS A MAXIMUM OF THE [\*\*\*] PAYABLE UNDER THIS AGREEMENT. THIS SECTION DOES NOT LIMIT

EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY.

## 15. INDEMNIFICATION

15.1 **Enovix Indemnity.** Enovix expressly and unequivocally agrees to and hereby does indemnify, release, defend and hold YBS and its officers, directors, employees, agents, consultants and other representatives, successors and assigns harmless from and against all losses, damages, costs and expenses, including attorneys' fees, arising in favor of any person, firm or corporation on account of that YBS may incur as a result of (a) having followed any Specification or other Enovix Proprietary Technology, provided that such losses, damages, costs or expenses: (i) were not foreseeable and reasonably avoidable by YBS, or (ii) are not directly related to any contribution or modification made by YBS to the Specification or other Enovix Proprietary Technology; (b) breach of any representation or warranty made by Enovix, (c) any claims by any subcontractor, supplier, employee or agent of Enovix, (d) violation of Enovix to comply with applicable laws or regulations, and (e) infringement of third party intellectual property rights or misappropriation of any third party's trade secrets;

The above indemnity will extend to all claims of any kind made by third parties (including without limitation claims for infringement of Intellectual Property rights and for personal injury or death caused by the Products or otherwise arising from the performance of Orders) other than claims which result, but only to the extent that they result, from defects in workmanship of YBS.

Enovix shall settle or defend, at Enovix's expense, and shall pay any damages, costs or fines resulting from all proceedings or claims against YBS for infringement or alleged infringement of Intellectual Property rights in relation to the Products, to the extent such infringement is attributable to Enovix's Product design or other Enovix Proprietary Technology provided to YBS hereunder. YBS will as soon as reasonably practicable notify Enovix in writing of any such proceedings or claims. Enovix agrees that YBS has the right to retain counsel and participate at YBS's expense in the defense of any such proceeding or claim and to assist in any settlement negotiations. [\*\*\*]

15.2 **Infringement Indemnity by YBS.** YBS expressly and unequivocally agrees to and hereby does indemnify, release, defend and hold Enovix and its officers, directors, employees, agents, consultants and other representatives, successors and assigns harmless from and against all claims, damages, losses, costs and expenses, including attorneys' fees, arising in favor of any person, firm or corporation on account of (a) product liability attributable to manufacturing, assembly, testing, and/or packaging services provided by YBS hereunder relating to the Products (b) breach of any representation or warranty made by YBS, (c) any claims by any subcontractor,

supplier, employee or agent of YBS, (d) violation of YBS to comply with applicable laws or regulations, and (e) infringement of third party intellectual property rights or misappropriation of any third party's trade secrets. Enovix may employ counsel, at its own expense (provided that if such counsel is necessary because of a conflict of interest of either YBS or its counsel or because YBS does not assume control, YBS will bear such expense), to assist it with respect to any such claim. YBS shall not enter into any settlement that affects Enovix's rights or interest without Enovix's prior written approval. Unless YBS fails to perform its obligations pursuant to this Section, Enovix shall have no authority to settle any claim on behalf of YBS. [\*\*\*]

Notwithstanding the foregoing, YBS will not be liable for the patent infringement indemnification obligations under this subsection to the extent such claims, damages, losses, costs or expenses are attributable to components, designs or specifications provided by Enovix.

## 16. GENERAL

**16.1 Relationship of the Parties.** Enovix and YBS are and will remain independent contractors and the employees of one will not be employees of the other. This Agreement is not intended by the parties to constitute or create a joint venture, partnership, or other form of business organization or combination of any kind, and the rights and obligations of the parties will be only those expressly set forth herein. Neither party will at any time nor in any way represent itself as being a dealer, agent or other representative of the other party or as having authority to assume or create obligations or otherwise act in any manner on behalf of the other party, except to the extent agreed upon herein, or as may be agreed by the parties in writing in the future.

**16.2 Force Majeure.** At all times, YBS shall maintain a contingency recovery plan and disaster recovery plan which has been approved by Enovix ("DRP"). At a minimum, YBS shall maintain back up generators and other similar equipment for critical facilities to be mutually agreed by both parties in the event that the main electrical line goes down or other foreseeable disruptions. The DRP shall be revisited annually and approved annually by Enovix. Neither party shall be liable for any failure or delay in its performance under this Agreement (other than payment obligations) due to acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, sabotage or destruction of production facilities, strikes, work stoppages, slow-downs or other industrial disputes; inability to obtain any necessary license or consent, provided that the delayed party: (a) gives the other party written notice of such cause within ten (10) working days of discovery of the event; and (b) uses its reasonable efforts to remedy such delay in its performance. The delay in performance shall be extended for a period not to exceed sixty (60) working days.

**16.3 Assignment.** Both parties shall not assign or transfer, in whole or in part, this Agreement or any of its rights or obligations arising hereunder without the prior written consent of the other party. Any purported assignment without such consent shall be null and void. No change of control or sale of partially or substantially all of the assets of one party to a competitor of the other party is permitted without the prior written of the other. In the event of any such assignment of any party of this Agreement without prior written consent of the other party, the other party shall have the right to terminate this Agreement.

**16.4 Compliance with Laws.** YBS warrants that in performance of work under this Agreement it has complied with and will comply with all applicable federal, state, local, and other laws and ordinances now or hereafter enacted and in accordance with Enovix requirements for suppliers at all times including without limitation Supplier Code of Conduct and compliance with anti-bribery requirements. YBS warrants that in performance of work under this Agreement it has complied with and will comply with all Malaysian laws, regulations, statutes and ordinances of all governmental entities including local, state, federal or international, now or hereafter enacted, which regulate any material because it is radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment and other applicable laws as made known to YBS by Enovix. In addition, YBS shall secure and maintain adequate worker's compensation insurance in accordance with the laws of the state or states from which YBS shall perform manufacturing services for Enovix. YBS agrees and warrants that it is, and with respect to and throughout the effective term of this Agreement will remain, in full compliance with all applicable export laws, including those of the United States. YBS agrees to comply with all United States prohibitions on delivery of Products, prototypes and technical data and providing services to certain end users and for certain end uses as set forth in United States export regulations. Upon request, YBS agrees to issue certificates certifying compliance with any of the aforementioned laws or regulations as may be applicable to the Products and/or services being furnished hereunder.

**16.5 Notices.** All notices, approvals, consents and other communications required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service with written verification of receipt, by registered or certified mail, return receipt requested, postage prepaid or by mutually agreed upon electronic means and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section.

**16.6 Entire Agreement and Amendment.** This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, discussions, negotiations, and agreements, whether

written or oral, relating to its subject matter. This Agreement may be amended or modified only by a writing that is signed by duly authorized representatives of both parties.

**16.7 Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of the State of California, U.S.A., without reference to conflict of laws principles. The Parties shall try in good faith to resolve any dispute or claim related to or arising out of this Agreement or the interpretation, making, performance, breach or termination thereof, amicably by themselves. If the dispute or claim cannot be resolved by the Parties themselves, then it shall be finally settled by arbitration in accordance with the then current rules of arbitration of the American Arbitration Association (the "Rules") by three (3) arbitrators, one selected by each Party and the third selected in accordance with such Rules. Such arbitration shall be held in Santa Clara County, California, and the proceedings and all pleadings, filings, written evidence, decisions and other relevant documents shall be in English. Any written evidence in a language other than English shall be submitted with an English translation. Any final decision issued in the arbitration shall be binding and conclusive upon the Parties and may be entered as a final judgment by any court of competent jurisdiction. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for temporary or permanent injunctive relief without breach of this Section 16.7. Each Party shall bear its own costs in connection with the arbitration.

**16.8 Precedence.** If there is any conflict between the terms of any Order or other documents comprised in an Order and the terms of this Agreement then the terms of this Agreement will prevail over the Order or any other such document unless it has been agreed to in writing signed by both parties' authorized representatives.

**16.9 Amendment and Waiver.** Only a written instrument executed by both parties hereto may amend this Agreement and the Exhibit. Failure by either party to enforce any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or other term, but shall act solely in the instance to which such waiver is directed.

**16.10 Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, such provision shall be deemed null and void, and the remainder of the Agreement shall continue to be in full force and effect.

**16.11 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which shall constitute one and the same instrument.



16.12 **Equitable Relief.** Each party acknowledges that a breach by the other party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

*[Signature of the Following Page]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**ENOVIX CORPORATION**

By: /s/ Raj Talluri

Name: Dr. Raj Talluri

Title: President and Chief Executive Officer

Date: 7/25/2023

**YBS INTERNATIONAL BERHAD**

By: /s/ Jackie Yong Chan Cheah

Name: Jackie Yong Chan Cheah

Title: Managing Director

Date: 7/25/2023

**Exhibit A**

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**Exhibit B:**

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## Exhibit C: Contribution of Each Party to Initial Investment

	USD (in Million)	Notes
<b>Total Estimated Investment</b>		
Machine (Gen 2 - Line )	\$ 70.00	***]
<b>Investment Total</b>	<b>\$ 100.00</b>	
<b>Enovix Contribution</b>		
Pre-payments for Machine	\$ [***]	
Facilitization	\$ [***]	***]
<b>Enovix Share (30%)</b>	<b>\$ 30.00</b>	
<b>YBS Share (70%)</b>	<b>\$ 70.00</b>	

**EXHIBIT D: Materials Management - Responsibility**

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## CONSULTING AND SEPARATION AGREEMENT



June 28, 2023

Steffen Pietzke VIA DOCUSIGN

Dear Steffen:

This letter sets forth the substance of the separation agreement (the “**Agreement**”) that Enovix Corporation (the “**Company**”) is offering to you to aid in your employment transition.

- 1) **SEPARATION.** Your employment termination date will be July 9, 2023, (the “**Separation Date**”).
- 2) **Accrued Salary and Paid Time Off.** On the applicable payroll date after the Separation Date, the Company will pay you all accrued salary and all accrued and unused vacation/PTO earned through the Separation Date, subject to standard payroll deductions and withholdings. You are entitled to this payment by law.
- 3) **Severance Benefits.** If you timely sign this Agreement, allow the releases set forth herein to become effective, and comply with all of your legal and contractual obligations to the Company, then the Company will provide you with the following benefits:
  - (a) **SEVERANCE PAYMENT.** The Company will pay you, as severance, the equivalent of nine (9) months of your base salary in effect as of the Separation Date, subject to standard payroll deductions and withholdings. The severance will be paid in the form of salary continuation, in equal installments on the Company’s consecutive regular payroll schedule, starting on the Company’s applicable regularly scheduled payroll date that is at least one (1) week after the Effective Date (as defined herein).
  - (b) **HEALTH INSURANCE.** To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company’s current group health insurance policies, you will be eligible to continue your group health insurance benefits at your own expense following the Separation Date. Later, you may be able to convert to an individual policy through the provider of the Company’s health insurance, if you wish. You will be provided with a separate notice describing your rights and obligations under COBRA and a form for electing COBRA coverage. If you timely elect continued coverage under COBRA, then the Company shall reimburse you for the COBRA premiums to continue your health insurance coverage (including coverage for eligible dependents, if applicable) through the period (the “**COBRA Premium Period**”) starting on the Separation Date and ending on the earliest to occur of: (i) nine months from the Separation Date; (ii) the date you become eligible for group health insurance coverage through a new employer; or (iii) the date you cease to be eligible for COBRA coverage for any reason. You must timely pay your premiums, and then provide documentation to the Company, to obtain reimbursement for your COBRA premiums under this Section 3(b) which reimbursement shall be made within 21 days of submission of your documentation. In the event you are eligible for coverage under another employer’s group health plan or otherwise cease to be eligible for COBRA during the COBRA Premium Period, you must immediately

notify the Company in writing. Notwithstanding the foregoing, if the Company determines, in its sole discretion, either prior to or at any time during the COBRA Premium Period, that it cannot reimburse the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 105(h) of the Internal Revenue Code or Section 2716 of the Public Health Service Act), the Company instead shall pay, on the first day of each calendar month, a fully taxable cash payment equal to your applicable COBRA Premiums for that month (including premiums for any dependents), subject to applicable tax withholdings (such amount the “Special Cash Payment”), for the remainder of the COBRA Premium Period. You may, but are not obligated to, use such Special Cash Payment toward the cost of COBRA premiums.

(c) **Prorated 2023 Bonus.** The Company will pay you an additional severance payment equal to \$76,615.38, which reflects your target quarterly and annual bonuses for 2023, prorated for the number of days you were employed with the Company in such year (the “**Prorated 2023 Bonus**”). The Prorated 2023 Bonus shall be paid at the time and in the manner the applicable bonuses are paid to employees.

(d) **Accelerated Vesting.** Effective as of the Separation Date, the Company will accelerate the vesting of eighteen (18) months of your equity awards such that you will be deemed vested in such shares as of the Separation Date (“**Accelerated Vesting**”). As of the Separation Date, any unvested RSUs other than the Accelerated Vesting shall be cancelled by the Company.

4) **Other Compensation or Benefits.** You acknowledge that, except as expressly provided in this Agreement, you have not earned from the Company any additional compensation (including base salary, bonus, incentive compensation, or equity), severance, or benefits before or after the Separation Date, with the exception of any vested right you may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account) or any vested stock options. Additionally, you and the Company agree that the severance benefits outlined in this Agreement supersede and replace in entirety those severance benefits outlined in your Amended and Restated Employment Agreement, dated May 28, 2021, and that upon receipt of the benefits provided by this Agreement, you will not be entitled to, and will not receive, any further severance benefits from the Company.

5) **Expense Reimbursements.** You agree that, within thirty (30) days after the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

#### 6) **Release of Claims.**

(a) **Release of Claims.** In exchange for the consideration provided to you under this Agreement to which you would not otherwise be entitled, you hereby generally and completely release the Company, and its affiliated, related, parent and subsidiary entities, and its and their current and former directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, insurers, affiliates, and assigns from any and all claims, liabilities, demands, causes of action, and obligations, both known and unknown, arising from or in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date you sign this Agreement.

(b) **Scope of Release.** This general release includes, but is not limited to: (i) all claims arising from or in any way related to your employment with the Company or the termination of that employment; (ii) all claims related to your compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership, equity, or profits



interests in the Company; (iii) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (iv) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (v) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964, the federal Americans with Disabilities Act of 1990, the California Labor Code, the California Family Rights Act, the Age Discrimination in Employment Act ("ADEA") and the California Fair Employment and Housing Act. You acknowledge that you have been advised, as required by California Government Code Section 12964.5(b)(4), that you have the right to consult an attorney regarding this Agreement and that you were given a reasonable time period of not less than five business days in which to do so. You further acknowledge and agree that, in the event you sign this Agreement prior to the end of the reasonable time period provided by the Company, your decision to accept such shortening of time is knowing and voluntary and is not induced by the Company through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the reasonable time period, or by providing different terms to employees who sign such an agreement prior to the expiration of the time period.

(c) **ADEA Release.** You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you have under the ADEA, and that the consideration given for the waiver and releases you have given in this Agreement is in addition to anything of value to which you were already entitled. You further acknowledge that you have been advised, as required by the ADEA, that: (i) your waiver and release does not apply to any rights or claims arising after the date you sign this Agreement; (ii) you should consult with an attorney prior to signing this Agreement (although you may choose voluntarily not to do so); (iii) you have twenty-one (21) days to consider this Agreement (although you may choose voluntarily to sign it sooner); (iv) you have seven (7) days following the date you sign this Agreement to revoke this Agreement (in a written revocation sent to the Company); and (v) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after you sign this Agreement provided that you do not revoke it (the "**Effective Date**").

(d) **Section 1542 Waiver.** In giving the release herein, which includes claims which may be unknown to you at present, you acknowledge that you have read and understand Section 1542 of the California Civil Code, which reads as follows: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**" You hereby expressly waive and relinquish all rights and benefits under that section and any law of any other jurisdiction of similar effect with respect to your release of claims herein, including but not limited to your release of unknown claims.

(e) **Exceptions.** Notwithstanding the foregoing, you are not releasing the Company hereby from: (i) any obligation to indemnify you pursuant to the Articles and Bylaws of the Company, any valid fully executed indemnification agreement with the Company, applicable law, or applicable directors and officers liability insurance; (ii) any claims that cannot be waived by law; or (iii) any claims for breach of this Agreement.

7) **Protected Rights.** You understand that nothing in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the California Department of Fair Employment and Housing, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("**Government Agencies**"). You further understand this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your

right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, to maximum extent permitted by law, you are otherwise waiving any and all rights you may have to individual relief based on any claims that you have released and any rights you have waived by signing this Agreement. Nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

**8) Consulting Period.** Subject to your agreement to allow the releases set forth herein to become effective, and comply with all of your legal and contractual obligations to the Company, the Company will retain you as a consultant under the terms specified below. The consulting relationship will commence on the day following the Separation Date and continue through January 10, 2024 unless terminated earlier pursuant to the terms set forth below (the “Consulting Period”). You acknowledge and agree that prior to entering into this Agreement, the Company is under no legal obligation to retain your services as a consultant after the Separation Date and therefore this Consulting Period constitutes consideration for your obligations as specified herein.

**(a) Consulting Services.** During the Consulting Period, you will use your best efforts to provide consulting services as may be requested by the Company in the areas of your experience and expertise, which include but is not limited to providing transition and other assistance required by the Chief Financial Officer (the “**Consulting Services**”).

**(b) Provision of Consulting Services.** You agree to exercise the highest degree of professionalism and utilize your expertise and creative talents in performing these services. You agree to make yourself available to perform such Consulting Services throughout the Consulting Period, on an as-needed basis. The Consulting Services shall constitute a permanent reduction in your services to the Company to not more than 20% of the average level of bona fide services you provided to the Company during the 36-month period immediately preceding the Separation Date (or such lesser period of time you have been with the Company), such that any such Consulting Services shall be deemed a “separation from service” under Section 409A (as defined below). You will not be required to report to the Company’s offices during the Consulting Period, except as specifically requested by the Company. When providing such services, you shall abide by the Company’s policies and procedures.

**(c) Compensation for Consulting.** Subject to (a) the Company’s receipt of a monthly invoice submitted by You reasonably detailing the scope and extent of Services as performed by You, and (b) Your timely and satisfactory performance of the Services: You will be compensated in RSUs that commence vesting on July 10, 2023. The number of RSUs subject to the grant will be calculated based on \$400,000 divided by the closing price of the Enovix common shares on the date of grant by the Company’s Board of Directors, rounded down to the nearest whole share, vesting monthly over six months (“Consulting RSUs”). Upon the termination of the Consulting Period, the Consulting RSUs granted pursuant to the Equity Incentive Plan will cease vesting as of such termination date and shall continue to be governed in all respects by the governing Equity Incentive Plan documents and agreements. You are encouraged to obtain independent tax advice concerning your options and how the terms of this Agreement may affect the tax treatment of the options and/or RSUs.

**(d) Independent Contractor.** You agree that during the Consulting Period, (i) you will be an independent contractor to the Company and not an employee of the Company, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship after the Separation Date, and (ii) the Company will not make payments for state or federal income tax, FICA (social security and Medicare), make unemployment insurance or disability insurance contributions, or obtain workers’ compensation insurance on your behalf, and you acknowledge and agree that your relationship with the Company

during the Consulting Period will not be subject to the Fair Labor Standards Act or other laws or regulations governing employment relationships.

(e) **Taxes and Withholdings.** The Company will not make any withholdings or deductions with respect to any compensation paid to you during the Consulting Period. You will be responsible for all taxes with respect to the Consulting Fees, and you agree to indemnify, hold harmless and defend the Company from any and all claims, liabilities, damages, taxes, fines or penalties sought or recovered by any governmental entity, including but not limited to the Internal Revenue Service or any state taxing authority, arising out of or in connection with any compensation provided to you by the Company during the Consulting Period.

(f) **Confidential Information and Inventions.** You agree that, during the Consulting Period and thereafter, you will not use or disclose, in any manner that is not authorized by the Company or essential to your performance of specifically requested Consulting Services, any confidential or proprietary information or materials of the Company that you obtain or develop in the course of performing the Consulting Services. Any and all work product you create in the course of performing the Consulting Services will be the sole and exclusive property of the Company. You hereby assign to the Company all right, title, and interest in all inventions, techniques, processes, materials, and other intellectual property developed in the course of performing the Consulting Services. You further acknowledge and reaffirm your continuing obligations, both during the Consulting Period and thereafter (as applicable), under the Employee Confidential Information and Inventions Assignment Agreement (the “**Confidentiality Agreement**”) entered into between you and the Company, a copy of which is attached as Exhibit B and incorporated herein by reference.

(g) **Limitations on Authority.** During the Consulting Period, you will have no responsibilities or authority as a consultant to the Company other than as provided above. You will have no authority to bind the Company to any contractual obligations, whether written, oral or implied, except with the prior written authorization of an officer of the Company. You agree not to represent or purport to represent the Company in any manner whatsoever to any third party unless authorized in advance by the Company, in writing, to do so.

(h) **Standards of Conduct.** You agree not to engage in any conduct during the Consulting Period that is detrimental to the interests of the Company. You further agree that you will refrain from any activity, and will not enter into any agreement or make any commitment, that is inconsistent or incompatible with your obligations under this Agreement, including with respect to your ability to perform the Consulting Services.

(i) **Representations.** You represent and warrant that you are self-employed in an independently established trade, occupation, or business, maintain and operate a business that is separate and independent from the Company’s business, hold yourself out to the public as independently competent and available to provide applicable services similar to the Consulting Services, have obtained and/or expect to obtain clients or customers other than the Company for whom you will perform services, and will perform work for the Company that you understand is outside the usual course of the Company’s business. The Company will make reasonable arrangements to enable you to perform your work for the Company at such times and in such a manner so that it will not interfere with other activities in which you may engage.

(j) **Termination of Consulting Period.** The Consulting Period shall end on the earliest to occur of the following (“Termination Date”) (i) January 10, 2024, (ii) the end of the three month period after the Separation Date at the Company’s option (iii) thirty (30) days after the Company provides you with written notice that it is terminating the Consulting Period, or (iv) immediately upon the Company’s written notice to you that you have breached any of your obligations hereunder or have breached any of your obligations under your Employee Confidential Information and Inventions Assignment Agreement.

**9) Other Compensation or Benefits.** You acknowledge that, except as expressly provided in this Agreement, you will not receive any additional compensation, severance or benefits after the Separation Date, with the exception of any vested benefits you may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account). By way of example, you acknowledge that you have not earned and are not owed any bonus, vacation, incentive compensation, commissions or equity under any Company severance plan, your offer letter, or any other agreements with the Company.

**10) RETURN OF COMPANY PROPERTY.** You agree that by the Termination Date, you will return to the Company all Company documents (and all copies thereof) and other Company property in your possession or control, including, but not limited to, Company files, notes, drawings, records, plans, forecasts, reports, studies, analyses, proposals, agreements, drafts, financial and operational information, research and development information, sales and marketing information, customer lists, prospect information, pipeline reports, sales reports, personnel information, specifications, code, software, databases, computer-recorded information, tangible property and equipment (including, but not limited to, computing and electronic devices, mobile telephones, servers), credit cards, entry cards, identification badges and keys; and any materials of any kind which contain or embody any proprietary or confidential information of the Company (and all reproductions or embodiments thereof in whole or in part). You agree that you will make a diligent search to locate any such documents, property and information by the close of business on the Separation Date or as soon as possible thereafter. If you have used any personally owned computer or other electronic device, server, or e-mail system to receive, store, review, prepare or transmit any Company confidential or proprietary data, materials or information, within five (5) days after the Separation Date, you shall provide the Company with a computer-useable copy of such information and then permanently delete and expunge such Company confidential or proprietary information from those systems; and you agree to provide the Company access to your system as requested to verify that the necessary copying and/or deletion is completed. **Your timely compliance with this paragraph is a condition to your receipt of the severance benefits provided under this Agreement.**

**11) Confidential Information Obligations.** You acknowledge and reaffirm your continuing obligations under your Employee Confidential Information and Inventions Assignment Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

**12) NON-DISPARAGEMENT.** Subject to the exceptions set forth in paragraph 7 above entitled “Protected Rights”, you agree not to disparage the Company, its officers, directors, employees, shareholders, parents, subsidiaries, affiliates, and agents, in any manner likely to be harmful to its or their business, business reputation, or personal reputation; provided that you may respond accurately and fully to any request for information if required by legal process or in connection with a government investigation. In addition, nothing in this provision or this Agreement is intended to prohibit or restrain you in any manner from making disclosures protected under the whistleblower provisions of federal or state law or regulation or other applicable law or regulation or as set forth in the section of this Agreement entitled “Protected Rights.” The Company will instruct the management team not to disparage you in any manner likely to be harmful to you, your business, business reputation, or personal reputation; provided that the Company may respond accurately and fully to any request for information if required by legal process or in connection with a government investigation.

**13) No Voluntary Adverse Action.** You agree that you will not voluntarily (except in response to legal compulsion or as permitted under the section of this Agreement entitled “Protected Rights”) assist any person in bringing or pursuing any proposed or pending litigation, arbitration, administrative claim or other formal proceeding against the Company, its parent or subsidiary entities, affiliates, officers, directors, employees or agents.

**14) COOPERATION.** You agree to cooperate fully with the Company in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of your employment by the Company. Such cooperation includes, without limitation, making yourself available to the Company upon reasonable notice, without subpoena, to provide complete, truthful and accurate information in witness interviews, depositions, and trial testimony. The Company will reimburse you for reasonable out-of-pocket expenses you incur in connection with any such cooperation (excluding foregone wages) and will make reasonable efforts to accommodate your scheduling needs.

**15) Indemnification.** You will continue to have all rights to indemnification, advancement of costs and other rights under the Company's Articles of Incorporation and By-Laws and that certain Indemnity Agreement, effective May 28, 2021, between you and the Company. The Company shall continue to cover you under directors and officers liability insurance for as long as potential liability exists in the same amount and to the same extent, if any, as the Company covers its officers and directors.

**16) NO ADMISSIONS.** You and the Company understand and agree that the promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Company to you or you to the Company or to any other person, and that neither you or the Company make any such admission.

**17) Employment Verification.** All external requests for verification of employment should be sent to Iryna Romaniv and you understand that the Company will confirm only your job title and dates of employment. During the period of your Consulting Agreement, you may represent to potential employers that you are serving as a Consultant to the Company and the Company shall not dispute that representation.

**18) Representations.** You hereby represent that except for what is provided in this Agreement, you have: been paid all compensation owed and for all hours worked; received all leave and leave benefits and protections for which you are eligible pursuant to the Family and Medical Leave Act, the California Family Rights Act, or otherwise; and not suffered any on-the- job injury for which you have not already filed a workers' compensation claim.

**19) Dispute Resolution.** You and the Company agree that any and all disputes, claims, or controversies of any nature whatsoever arising from, or relating to, this Agreement or its interpretation, enforcement, breach, performance or execution, your employment or the termination of such employment (including, but not limited to, any statutory claims), shall be resolved, pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by law, by final, binding and confidential arbitration in San Francisco, California (or another mutually acceptable location) conducted before a single neutral arbitrator by JAMS, Inc. ("JAMS") or its successor, under the then applicable JAMS Arbitration Rules and Procedures for Employment Disputes (available at <http://www.jamsadr.com/rules-employment-arbitration/>). California law shall govern any such proceeding and the California Code of Civil Procedure shall apply. By agreeing to this arbitration procedure, both you and the Company waive the right to have any claim resolved through a trial by jury or judge. You will have the right to be represented by legal counsel at any arbitration proceeding, at your own expense. This paragraph shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, to the extent such claims are not permitted by applicable law to be submitted to mandatory arbitration and the applicable law(s) are not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the "Excluded Claims"). In the event you intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be publicly filed with a court, while any other claims will remain subject to mandatory arbitration. The arbitrator shall have sole authority for determining if a claim is subject to arbitration, and

any other procedural questions related to the dispute and bearing on the final disposition. In addition, the arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The Company shall pay all JAMS arbitration fees. Nothing in this Agreement shall prevent you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

**20) MISCELLANEOUS.** This Agreement, including Exhibit A, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to its subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable to the fullest extent permitted by law, consistent with the intent of the parties. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of California without regard to conflict of laws principles. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement shall be in writing and shall not be deemed to be a waiver of any successive breach. This Agreement may be executed in counterparts and electronic or facsimile signatures will suffice as original signatures.

If this Agreement is acceptable to you, please sign below and return the original to me. You have twenty-one (21) calendar days to decide whether to accept this Agreement, and the Company's offer contained herein will automatically expire if you do not sign and return it within that timeframe.

We wish you the best in your future endeavors. Sincerely,

By: /s/ Raj Talluri  
Raj Talluri  
CEO

**I have read, understand and agree fully to the foregoing Agreement:**

/s/Steffen Pietzke  
Steffen Pietzke

6/29/2023  
Date

**Exhibit A**

**Employee Confidential Information and Inventions Assignment Agreement**



June 23, 2023

Farhan Ahmad  
26 Woodside Dr,  
Moraga, CA  
United States

**Re: Employment Terms**

Dear Farhan:

Enovix Corporation (the “**Company**”) is pleased to offer you the position of Chief Financial Officer reporting to the Chief Executive Officer (the “**CEO**”). Your base salary will be \$380,000 (the “**Base Salary**”) which will be subject to adjustment pursuant to the Company’s employee compensation policies as may be in effect from time to time and periodic reviews, less payroll deductions and withholdings. You will be eligible for an annual discretionary bonus and your annual bonus target will be 60% of your Base Salary. The bonus payout will be based on achievement of specific performance goals and will be subject to the terms and conditions of the Enovix Bonus Plan specification and approval by the Board of Directors (the “**Board**”).

Subject to approval by the Board and your continued employment, you will be granted restricted stock units (“**RSUs**”) having a combined total value of \$4,000,000 as of the grant date. Each vested RSU constitutes the right to receive from the Company one share of the Company’s common stock. The number of shares of the Company’s common stock that may be issued under the RSUs will be determined by dividing \$4,000,000 by the closing price of the Company’s common stock on The Nasdaq Global Select Market on the grant date, rounded down to the nearest whole share. The RSUs will be granted pursuant to the terms and conditions of the 2021 Equity Incentive Plan (the “**Plan**”), and related agreements and documents, to be provided to you, that will detail the terms and conditions related to the RSUs you will receive. Subject to Board approval, your grant agreement will include a five-year vesting schedule, under which twenty percent (20%) of your RSUs will vest after twelve months of employment, with the remaining RSUs vesting monthly thereafter, until either your RSUs are fully vested or your Continuous Service (as defined in the Plan) ends, whichever occurs first.

**1. Employment by the Company.**

(a) **Position.** As noted, you will serve as the Company’s Chief Financial Officer.

(b) **Duties.** You will perform those duties and responsibilities as are customary for the position of Chief Financial Officer and as may be directed by the CEO, to whom you will report. Your primary office location will be the Company’s offices in Fremont, California. Notwithstanding the foregoing, the Company reserves the right to reasonably require you to perform your duties at places other than your primary office location from time to time, and to require reasonable business travel. Subject to the terms of this Agreement, the Company may modify your job title, duties, and reporting relationship as it deems necessary and appropriate in light of the Company’s needs and interests from time to time.

(c) **Outside Activities.** Throughout your employment with the Company, you may engage in civic and not-for-profit activities so long as such activities do not interfere with the performance of your duties hereunder or present a conflict of interest with the Company. During your employment by the Company, except on behalf of the Company, you will not directly or indirectly serve as an officer, director, employee, partner, proprietor, investor, joint venturer, associate, representative or consultant of any other person, corporation, firm, partnership or other entity whatsoever known by you to compete with the Company (or is planning or preparing to compete with the Company), anywhere in the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that you may purchase or otherwise acquire up to (but not more than) two percent (2%) of any class of securities of any enterprise (but without participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange.

**2. Compensation and Benefits.**



(a) **Base Salary.** As previously noted, you will be paid a Base Salary at the rate of \$380,000 per year, less applicable payroll deductions and withholdings. Your Base Salary will be paid on the Company's ordinary payroll cycle. As an exempt salaried employee, you will be required to work the Company's normal business hours, and such additional time as appropriate for your work assignments and position, and you will not be entitled to overtime compensation.

(b) **Employee Benefits.** As a regular full-time employee, you will remain eligible to participate in the Company's standard employee benefits offered to executive level employees, as in effect from time to time and subject to the terms and conditions of the benefit plans and applicable Company policies. A full description of these benefits is available upon request. Subject to the terms of this Agreement, the Company may change your compensation and benefits from time to time in its discretion, and you acknowledge that nothing herein shall be construed to limit the Company's ability to amend, suspend, or terminate any benefit plan or policy at any time without providing you notice, and the right to do so is expressly reserved.

(c) **Annual Discretionary Bonus.** You will also be eligible to earn an annual discretionary bonus and your annual bonus target will be 60% of your Base Salary. The amount of this bonus will be determined in the sole discretion of the Company and based, in part, on your performance and the performance of the Company during the calendar year, as well as any other criteria the Company deems relevant. Subject to Sections 5(b) and 5(c) herein, the bonus is not earned until paid and no pro-rated amount will be paid if your employment terminates for any reason prior to the payment date.

(d) **Equity Compensation.** As noted, subject to approval by the Board and your continued employment, you will be granted RSUs having a combined total value of \$4,000,000 as of the grant date. Your grant agreement will include a five-year vesting schedule, under which twenty percent (20%) of your RSUs will vest after twelve months of employment, with the remaining RSUs vesting monthly thereafter, until either your RSUs are fully vested or your Continuous Service (as defined in the Plan) ends, whichever occurs first. You may be considered for additional equity awards under the Plan, as determined within the discretion of the Board. For purposes of this Agreement, "**Equity Awards**" shall mean all stock options, restricted stock and RSUs, and such other equity awards granted pursuant to the Plan, and any applicable agreements and grant notices.

(e) **Expenses.** The Company will reimburse you for reasonable travel, entertainment or other expenses incurred by you in furtherance of or in connection with the performance of your duties hereunder, in accordance with the Company's expense reimbursement policies and practices as in effect from time to time.

### 3. Confidential Information.

(a) **Confidentiality Agreement.** As a Company employee, you will be expected to continue to abide by Company rules and policies including those rules and policies regarding the protection of the Company's confidential information. You will remain subject to the terms of the Employee Confidential Information and Inventions Assignment Agreement that you signed when you joined the Company, which prohibits unauthorized use or disclosure of the Company's proprietary information, among other obligations (the "**Confidentiality Agreement**"), and which is incorporated herein by reference.

(b) **Conflicting Obligations.** By signing this Agreement, you are representing that you have full authority to accept this position and perform the duties of the position without conflict with any other obligations and that you are not involved in any situation that might create, or appear to create, a conflict of interest with respect to your loyalty or duties to the Company. You specifically warrant that you are not subject to an employment agreement or restrictive covenant preventing full performance of your duties to the Company. You agree not to bring to the Company or use in the performance of your responsibilities at the Company any information, materials or documents of a former employer that are not generally available to the public, unless you have obtained express written authorization from the former employer for their possession and use. You also agree to honor all obligations to former employers during your employment with the Company.

4. **At-Will Employment Relationship.** Your employment relationship with the Company is at will. Accordingly, you may terminate your employment with the Company at any time and for any reason

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whatsoever simply by notifying the Company; and the Company may terminate your employment at any time, with or without Cause or advance notice.

**5. Severance.**

(a) **Resignation Without Good Reason; Termination for Cause; Death or Disability.** If, at any time, you resign your employment without Good Reason (as defined herein), or the Company terminates your employment for Cause (as defined herein), or if either party terminates your employment as a result of your death or disability, you will receive your Base Salary accrued through your last day of employment, as well as any unused vacation (if applicable) accrued through your last day of employment. Under these circumstances, you will not be entitled to any other form of compensation from the Company, including any severance benefits as set forth herein, other than your rights to the vested portion of your equity interests and any other rights to which you are entitled under the Company's benefit programs.

(b) **Qualifying Termination Outside of a Change of Control.** If, beginning at a point in time that is at least four (4) months after your start date as an employee, the Company terminates your employment without Cause (and provided that a termination due to your death or disability shall not constitute a termination without Cause), or you resign for Good Reason (either such termination referred to as a "**Qualifying Termination**"), provided such termination or resignation constitutes a Separation from Service (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), then subject to your satisfaction of the Severance Preconditions (as defined below), the Company will provide you with the following severance benefits (the "**Severance Benefits**") based upon your title immediately prior to the time of the Qualifying Termination:

(i) **Cash Severance.** The Company will pay you, as cash severance, an amount equal to the number of months set forth on **Appendix A** (the "**Severance Multiplier**") of your Base Salary in effect as of your Separation from Service date, less standard payroll deductions and tax withholdings (the "**Cash Severance**"). The Cash Severance will be paid in installments in the form of continuation of your Base Salary payments, paid on the Company's ordinary payroll dates, commencing on the Company's first regular payroll date that is more than 60 days following your Separation from Service date, and shall be for any accrued Base Salary for the 60-day period plus the period from the 60<sup>th</sup> day until the regular payroll date, if applicable, and all salary continuation payments thereafter, if any, shall be made on the Company's regular payroll dates.

(ii) **COBRA Severance.** As an additional Severance Benefit, the Company will continue to pay the cost of your health care coverage in effect at the time of your Separation from Service for a maximum number of months as set forth on **Appendix A** (the "**COBRA Months**") either under the Company's regular health plan (if permitted), or by paying your COBRA premiums (the "**COBRA Severance**"). The Company's obligation to pay the COBRA Severance on your behalf will cease if you obtain health care coverage from another source (e.g., a new employer or spouse's benefit plan), unless otherwise prohibited by applicable law. You must notify the Company within two weeks if you obtain coverage from a new source. This payment of COBRA Severance by the Company would not expand or extend the maximum period of COBRA coverage to which you would otherwise be entitled under applicable law. Notwithstanding the above, if the Company determines in its sole discretion that it cannot provide the foregoing COBRA Severance without potentially violating applicable law (including, without limitation, Code Section 105(h) or Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to you a taxable monthly payment in an amount equal to the monthly COBRA premium that you would be required to pay to continue your group health coverage in effect on the date of your termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether you elect COBRA continuation coverage and shall end on the earlier of (i) the date upon which you obtain other coverage or (ii) the last day of the month that is the last full month of the number of COBRA Months following your Separation from Service date. You may, but are not obligated to, use such taxable monthly payments to pay for medical expenses.

(iii) **Pro Rata Bonus.** The Company will also pay you a prorated amount of your annual target bonus based upon your dates of employment during the calendar year in which your Separation of Service occurs, less standard payroll deductions and tax withholdings. This additional cash severance amount will be paid in a lump sum at the same time annual bonuses are paid to employees pursuant to Section 2(c).

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(iv) **Accelerated Vesting.** The Company shall accelerate vesting of the number of then-unvested shares subject to the Equity Awards that would have vested had your employment continued for an additional number of months as set forth on Appendix A (the “**Vesting Months**”) after the Separation from Service date, such that those number of shares shall be deemed immediately vested and (if applicable) exercisable as of your Separation from Service date.

(c) **Qualifying Termination In Connection with A Change of Control.** In the event of a Qualifying Termination that occurs within the 3 months preceding or the 12 months following the closing of a Change of Control (as defined herein), and provided such Qualifying Termination constitutes a Separation from Service, then subject to your satisfaction of the Severance Preconditions, and based upon your title immediately prior to the time of the Qualifying Termination, you shall be entitled to a Cash Severance as set forth in section 5(b)(i), a COBRA Severance as set forth in Section 5(b)(ii), a prorated amount of your annual target bonus as set forth in Section 5(b)(iii), accelerated vesting as provided in section 5(b)(iv) and, in addition, the Company shall accelerate the vesting of any remaining then-unvested shares subject to your Equity Awards (i.e., any shares that remain unvested after taking into account the accelerated vesting as provided in section 5(b)(iv)) such that the percentage of the remaining then-unvested shares as set forth on Exhibit A (the “**Double Trigger Percentage**”) shall be deemed immediately vested and (if applicable) exercisable as of your Separation from Service date (“**Double Trigger Acceleration**”). For the avoidance of doubt, and notwithstanding anything in section 5(b) to the contrary, your entitlement to the severance benefits provided in this section 5(c) is independent of the length of time of your employment with the Company.

(d) **Severance Preconditions.** Prior to and as a condition to your receipt of the Severance Benefits or Double Trigger Acceleration set forth in Sections 5(b) and 5(c) herein, you shall: (a) execute and deliver to the Company a release of claims in favor of and in a form acceptable to the Company (the “**Release**”) that becomes effective within the timeframe set forth therein, but not later than 60 days following your Separation from Service date (such latest permitted effective date, the “**Release Deadline**”); (b) continue to comply with the terms of this Agreement and the Confidentiality Agreement; and (c) return to the Company all Company documents (and all copies thereof) and other Company property in your possession, custody or control, (collectively, the “**Severance Preconditions**”).

(e) **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(i) **Cause.** For purposes of this Agreement, “**Cause**” for termination will mean your: (i) commission or conviction (including a guilty plea or plea of nolo contendere) of any felony or any other crime involving fraud, dishonesty or moral turpitude; (ii) your commission or attempted commission of or participation in a fraud or act of dishonesty or misrepresentation against the Company; (iii) material breach of your duties to the Company; (iv) intentional damage to any property of the Company; (v) misconduct, or other violation of Company policy that causes harm to the Company; (vi) your material violation of any written and fully executed contract or agreement between you and the Company, including without limitation, material breach of your Confidentiality Agreement, or of any Company policy, or of any statutory duty you owe to the Company; or (vii) conduct by you which in the good faith and reasonable determination of the Company demonstrates gross unfitness to serve. The determination that a termination is for Cause shall be made by the Company in its sole discretion.

(ii) **Good Reason.** For purposes of this Agreement, you shall have “**Good Reason**” for resigning from employment with the Company if any of the following actions are taken by the Company without your prior written consent: (i) a material reduction in your Base Salary, which the parties agree is a reduction of at least 10% of your Base Salary (unless pursuant to a salary reduction program applicable generally to the Company’s similarly situated employees); (ii) a material reduction in your duties , provided, however, that a change in job position (including a change in title or reporting) shall not be deemed a “material reduction” in and of itself unless your new duties are materially reduced from the prior duties, and provided further that a change in your duties due to the Company becoming a division, subsidiary or other similar part of a larger organization shall not be deemed a “material reduction” in and of itself unless your new duties are materially reduced from the prior duties; or (iii) relocation of your principal place of employment to a place that increases your one-way commute by more than 50 miles as compared to your then-current principal place of employment immediately prior to such relocation. In order to resign for Good Reason, you must provide written notice to the CEO within 30 days after the first occurrence of the event giving rise to Good Reason setting forth

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the basis for your resignation, allow the Company at least 30 days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, you must resign from all positions you then hold with the Company not later than 30 days after the expiration of the cure period.

(iii) **Change of Control.** For purposes of this Agreement, “*Change of Control*” shall mean: (i) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company’s voting power is transferred; provided that the foregoing shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or indebtedness of the Company is cancelled or converted or a combination thereof; or (iii) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

6. **Compliance with Section 409A.** It is intended that the Severance and Accelerated Vesting set forth in this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Internal Revenue Code of 1986, as amended, (the “*Code*”) (Section 409A, together with any state law of similar effect, “*Section 409A*”) provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9). For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulations 1.409A-2(b)(2)(iii)), your right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if the Company (or, if applicable, the successor entity thereto) determines that the Severance or Accelerated Vesting constitute “deferred compensation” under Section 409A and you are, on the date of your Separation from Service, a “specified employee” of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code (a “*Specified Employee*”), then, solely to the extent necessary to avoid the incurrence of adverse personal tax consequences under Section 409A, the timing of the Severance and Accelerated Vesting shall be delayed until the earliest of: (i) the date that is six (6) months and one (1) day after your Separation from Service date, (ii) the date of your death, or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments or benefits deferred pursuant to this Section shall be paid in a lump sum or provided in full by the Company (or the successor entity thereto, as applicable), and any remaining payments due shall be paid as otherwise provided herein. No interest shall be due on any amounts so deferred. If the Severance and Accelerated Vesting benefits are not covered by one or more exemptions from the application of Section 409A and the Release could become effective in the calendar year following the calendar year in which you have a Separation from Service, the Release will not be deemed effective any earlier than the Release Deadline. The Severance and Accelerated Vesting benefits are intended to qualify for an exemption from application of Section 409A or comply with its requirements to the extent necessary to avoid adverse personal tax consequences under Section 409A, and any ambiguities herein shall be interpreted accordingly. Notwithstanding anything to the contrary herein, to the extent required to comply with Section 409A, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Section 409A. With respect to reimbursements or in-kind benefits provided to you hereunder (or otherwise) that are not exempt from Section 409A, the following rules shall apply: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any one of your taxable years shall not affect the expenses eligible for reimbursement, or in-kind benefit to be provided in any other taxable year, (ii) in the case of any reimbursements of eligible expenses, reimbursement shall be made on or before the last day of your taxable year following the taxable year in which the expense was incurred, (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

## 7. **Section 280G; Parachute Payments.**

(a) **Reduced Amount.** If any payment or benefit you will or may receive from the Company or otherwise (a “*280G Payment*”) would (i) constitute a “parachute payment” within the meaning of

Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then any such 280G Payment provided pursuant to this Agreement (a “**Payment**”) shall be equal to the Reduced Amount. The “**Reduced Amount**” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in your receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the “**Reduction Method**”) that results in the greatest economic benefit for you. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the “**Pro Rata Reduction Method**”).

(b) **Section 409A.** Notwithstanding any provision of subsection (a) above to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for you as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

(c) **Process.** Unless you and the Company agree on an alternative accounting firm or law firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control transaction shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control transaction, the Company shall appoint a nationally recognized accounting or law firm to make the determinations required by this Section 7 (“**Section 280G; Parachute Payments**”). The Company shall bear all expenses with respect to the determinations by such accounting or law firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the accounting or law firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to you and the Company within fifteen (15) calendar days after the date on which your right to a 280G Payment becomes reasonably likely to occur (if requested at that time by you or the Company) or such other time as requested by you or the Company.

(d) **Payment Return.** If you receive a Payment for which the Reduced Amount was determined pursuant to clause (x) of Section 7(a) and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, you agree to promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of Section 7(a)) so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) of Section 7(a), you shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

## 8. **Dispute Resolution.**

(a) **Arbitration Agreement.** To ensure the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, your employment with the Company, or the termination of your employment, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. § 1-16, to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS, Inc. or its successor (“**JAMS**”), under JAMS’ then applicable rules and procedures for employment disputes before a single arbitrator (available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>). **You acknowledge that by agreeing to this arbitration**

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**procedure, both you and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.**

**(b) Individual Claims.** All claims, disputes, or causes of action under this section, whether by you or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration. This paragraph shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, including, without limitation, claims brought pursuant to the California Private Attorneys General Act of 2004, as amended, the California Fair Employment and Housing Act, as amended, and the California Labor Code, as amended, to the extent such claims are not permitted by applicable law to be submitted to mandatory arbitration and such applicable law(s) are not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the **“Excluded Claims”**). In the event you intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be publicly filed with a court, while any other claims will remain subject to mandatory arbitration.

**(c) Process.** You will have the right to be represented by legal counsel at any arbitration proceeding. Questions of whether a claim is subject to arbitration under this Agreement shall be decided by the arbitrator. Likewise, procedural questions which grow out of the dispute and bear on the final disposition are also matters for the arbitrator. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator’s essential findings and conclusions on which the award is based. The arbitrator shall be authorized to award all relief that you or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS arbitration fees in excess of the administrative fees that you would be required to pay if the dispute were decided in a court of law.

**(d) Injunctive Relief.** Nothing in this Agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

**9. Miscellaneous.** This Agreement, together with your Confidentiality Agreement and any documents referenced herein, forms the complete and exclusive statement of your employment agreement with the Company. It supersedes any other agreements (including but not limited to, that certain Services and Consulting Agreement except as provided herein) or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to the Company’s or the Board’s discretion in this Agreement, require a written modification approved by the Company and signed by a duly authorized officer of the Company (other than you). This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this Agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to conflicts of law principles. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement, or rights hereunder, shall be in writing and shall not be deemed to be a waiver of any successive breach or rights hereunder. This Agreement may be delivered and executed via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and shall be deemed to have been duly and validly delivered and executed and be valid and effective for all purposes.

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Please sign and date this Agreement and return them to me if you wish to accept employment at the Company under the terms described above. I would be happy to discuss any questions that you may have about these terms.

Sincerely,

/s/ Raj Talluri  
Raj Talluri  
CEO, Enovix

**Reviewed, Understood, and Accepted:**

<u>/s/ Farhan Ahmad</u>	<u>6/26/2023</u>
Farhan Ahmad	Date

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Appendix A

Title	Severance Multiplier (Section 5(b)(i))	COBRA Months (Section 5(b)(ii))	Vesting Months (Section 5(b)(iv))	Double-Trigger Percentage (Section 5(c))
Chief Executive Officer	12	12	24	100%
Chief Operating Officer, Chief Commercial Officer, Chief Financial Officer, Chief Legal Officer, and Chief Technology Officer Executive Vice President	9	9	18	75%
Senior Vice President	9	9	18	75%



**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULES 13a-14(a) AND 15d-14(a)  
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Raj Talluri, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Enovix Corporation.
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 internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant 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. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. 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
  - d. 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: August 9, 2023

By: /s/ Raj Talluri

Raj Talluri

President and Chief Executive Officer

*(Principal Executive Officer)*

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO RULES 13a-14(a) AND 15d-14(a)  
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Farhan Ahmad, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Enovix Corporation;
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 internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant 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. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. 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
  - d. 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: August 9, 2023

By: /s/ Farhan Ahmad

Farhan Ahmad

Chief Financial Officer

*(Principal Financial Officer and Principal Accounting Officer)*

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER 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 Quarterly Report of Enovix Corporation (the “Company”) on Form 10-Q for the quarterly period ended July 2, 2023, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Raj Talluri, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) the Report, to which this Certification is attached as Exhibit 32.1, fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; 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: August 9, 2023

/s/ Raj Talluri

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Raj Talluri

President and Chief Executive Officer  
(Principal Executive Officer)

This certification accompanies the Report to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Report), irrespective of any general incorporation language contained in such filing.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER 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 Quarterly Report of Enovix Corporation (the “Company”) on Form 10-Q for the quarterly period ended July 2, 2023, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Farhan Ahmad, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) the Report, to which this Certification is attached as Exhibit 32.2, fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; 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: August 9, 2023

/s/ Farhan Ahmad

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Farhan Ahmad

Chief Financial Officer

*(Principal Financial Officer and Principal Accounting Officer)*

This certification accompanies the Report to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Report), irrespective of any general incorporation language contained in such filing.