

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

**FORM 10-K**

(Mark One)

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

For the fiscal year ended December 31, 2024

OR

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

Commission File Number 001-37900

**Everspin Technologies, Inc.**

(Exact name of Registrant as specified in its Charter)

Delaware  
(State or other jurisdiction  
of incorporation or organization)

26-2640654  
(I.R.S. Employer  
Identification No.)

5670 W. Chandler Boulevard, Suite 130  
Chandler, Arizona 85226

(Address of principal executive offices including zip code)

Registrant's telephone number, including area code: (480) 347-1111

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

Title of each class	Trading Symbol(s)	Name of the exchange on which registered
Common Stock, par value \$ 0.0001	MRAM	The Nasdaq Stock Market LLC

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

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES  NO

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. YES  NO

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

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

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

Indicate by check mark whether the Registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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 June 30, 2024, the last business day of the Registrant's most recently completed second fiscal quarter, the aggregate market value of the common stock of the Registrant held by non-affiliates, based upon the closing sales price for the Registrant's common stock for such date, as quoted on the Nasdaq Global Market, was approximately \$128.2 million. Shares of common stock held by each officer, director and entities affiliated with directors have been excluded because such persons may be deemed to be "affiliates" as that term is defined under the rules and regulations of the Exchange Act. This determination of affiliate status is not necessarily a conclusive determination for any other purpose.

The number of shares of Registrant's common stock outstanding as of February 24, 2025, was 22,141,045.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Definitive Proxy Statement relating to the 2025 Annual Meeting of Stockholders, which will be filed with the Securities and Exchange Commission within 120 days after the end of the Registrant's fiscal year ended December 31, 2024, are incorporated by reference into Part III of this Annual Report on Form 10-K.

## Table of Contents

	<u>Page</u>
<b><u>PART I</u></b>	
<a href="#">Item 1. Business</a>	4
<a href="#">Item 1A. Risk Factors</a>	10
<a href="#">Item 1B. Unresolved Staff Comments</a>	24
<a href="#">Item 1C. Cybersecurity</a>	24
<a href="#">Item 2. Properties</a>	25
<a href="#">Item 3. Legal Proceedings</a>	25
<a href="#">Item 4. Mine Safety Disclosures</a>	25
<b><u>PART II</u></b>	
<a href="#">Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</a>	26
<a href="#">Item 6. [Reserved]</a>	26
<a href="#">Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations</a>	27
<a href="#">Item 7A. Quantitative and Qualitative Disclosures About Market Risk</a>	34
<a href="#">Item 8. Financial Statements and Supplementary Data</a>	35
<a href="#">Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure</a>	62
<a href="#">Item 9A. Controls and Procedures</a>	62
<a href="#">Item 9B. Other Information</a>	63
<a href="#">Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections</a>	64
<b><u>PART III</u></b>	
<a href="#">Item 10. Directors, Executive Officers and Corporate Governance</a>	65
<a href="#">Item 11. Executive Compensation</a>	65
<a href="#">Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</a>	65
<a href="#">Item 13. Certain Relationships and Related Transactions, and Director Independence</a>	65
<a href="#">Item 14. Principal Accountant Fees and Services</a>	65
<b><u>PART IV</u></b>	
<a href="#">Item 15. Exhibits and Financial Statement Schedules</a>	66
<a href="#">Item 16. Form 10-K Summary</a>	73
<a href="#">SIGNATURES</a>	74

In this Annual Report on Form 10-K, “we,” “our,” “us,” “Everspin Technologies,” “Everspin,” and “the Company” refer to Everspin Technologies, Inc. The Everspin logo and other trade names, trademarks or service marks of Everspin Technologies are the property of Everspin Technologies, Inc. This report contains references to our trademarks and to trademarks belonging to other entities. Trade names, trademarks and service marks of other companies appearing in this report are the property of their respective holders. We do not intend our use or display of other companies’ trade names or trademarks to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

### ***Forward-Looking Statements***

This Annual Report on Form 10-K contains forward-looking statements concerning our business, operations and financial performance and condition, as well as our plans, objectives and expectations for our business operations and financial performance and condition. Any statements contained herein that are statements of events or results that may occur in the future are deemed to be forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as “aim,” “anticipate,” “assume,” “believe,” “continue,” “could,” “due,” “estimate,” “expect,” “goal,” “intend,” “may,” “objective,” “plan,” “predict,” “potential,” “positioned,” “seek,” “should,” “will,” “would,” and other similar expressions that are predictions of or indicate future events and future trends, or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. These forward-looking statements include, but are not limited to, statements about:

- estimates of our future revenue, expenses, capital requirements and our needs for additional financing;
- the implementation of our business model and strategic plans for our products, technologies and businesses;
- our expectations regarding current supply constraints;
- competitive companies and technologies and our industry;
- our ability to manage and grow our business by expanding our sales to existing customers or introducing our products to new customers;
- our ability to establish and maintain intellectual property (IP) protection for our products or avoid claims of infringement;
- our ability to hire and retain key personnel;
- our financial performance;
- our estimates of the MRAM market opportunity; and
- the volatility of our share price.

Forward-looking statements are based on management’s current expectations, estimates, forecasts, and projections about our business and the industry in which we operate, and management’s beliefs and assumptions are not guarantees of future performance or development and involve known and unknown risks, uncertainties, and other factors that are in some cases beyond our control. As a result, any or all of our forward-looking statements in this report may turn out to be inaccurate. Furthermore, if the forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, these statements should not be regarded as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. Factors that may cause actual results to differ materially from current expectations include, among other things, those listed under “Risk Factors” and elsewhere in this report. These statements, like all statements in this report, speak only as of their date, and we undertake no obligation to update or revise these statements in light of future developments. Additionally, there may be other risks that are otherwise described from time to time in the reports that we file with the Securities and Exchange Commission (SEC). We caution investors that our business and financial performance are subject to substantial risks and uncertainties. Except as required by law, we assume no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this report, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

## PART I

### Item 1. Business

#### General

We are a pioneer in the successful commercialization of Magnetoresistive Random Access Memory (MRAM) technology. Our portfolio of MRAM technologies, including Toggle MRAM and Spin-transfer Torque MRAM (STT-MRAM), is delivering superior performance, persistence and reliability in non-volatile memories that transform how mission-critical data is protected against power loss. With over 15 years of MRAM technology and manufacturing leadership, our memory solutions deliver significant value to our customers in key markets such as industrial, medical, automotive/transportation, aerospace and defense, and data center. We are the leading supplier of discrete MRAM components and a successful licensor of our broad portfolio of related technology and intellectual property.

We sell our products directly and through our established distribution channels to industry-leading original equipment manufacturers (OEMs) and original design manufacturers (ODMs).

We manufacture our MRAM products using both captive and third-party manufacturing capabilities. We purchase industry-standard complementary metal-oxide semiconductor (CMOS) wafers from semiconductor foundries and perform back end of line (BEOL) processing that includes our magnetic-bit technology at our leased 200mm fabrication facility in Chandler, Arizona. We also manufacture full-flow 300mm CMOS wafers with our STT-MRAM magnetic-bit technology integrated in BEOL as part of our strategic relationship with GLOBALFOUNDRIES Inc. (GLOBALFOUNDRIES).

For the years ended December 31, 2024 and 2023, we recorded revenue of \$50.4 million and \$63.8 million, gross margin of 51.8% and 58.4%, and net income of \$0.8 million and \$9.1 million, respectively. Our headquarters is located in Chandler, Arizona. Our principal design center is in Austin, Texas, and we have additional sales operations in the Americas, Europe, and Asia-Pacific regions.

#### Product Overview

We have a strong track record of innovation in MRAM technology, as demonstrated by our successive introduction of MRAM products that address an increasingly broad spectrum of applications. Our MRAM discrete solutions as well as other offerings are described as follows:

##### *Toggle MRAM*

Our Toggle MRAM products have been in production since 2008 and are currently shipping in 128kb to 32Mb densities. These high performance, non-volatile memories are designed primarily to address applications in the industrial, medical, automotive/transportation, and data center markets. We offer these products with industry standard interfaces, including Parallel, Serial Peripheral Interface (SPI) and Quad SPI (QSPI) interfaces, enabling our customers to easily replace legacy memory components like Static Random Access Memory (SRAM) and Ferroelectric Random Access Memory (FRAM) with Toggle MRAM. We have never had an end-of-life event for any of our Toggle MRAM products which enables our customers to design a product incorporating our technology with the assurance that it will be available for many years to come.

##### *Spin-Transfer Torque MRAM*

STT-MRAM technology can be tuned to deliver products in Dynamic Random Access Memory (DRAM), SRAM and NOR Flash applications. Our STT-MRAM products targeting DRAM replacement started production in 2017 and are currently shipping in 256Mb and 1Gb densities. These high density, high performance persistent memories are delivering significant value to SSD, Persistent Memory Cards, Fabric Accelerator, and other applications in the data center market. We offer these products with DDR3 and DDR4 derivative interfaces, facilitating the replacement of battery-backed DRAM with STT-MRAM.

STT-MRAM enabled scaling of our Toggle MRAM products to higher densities on advanced CMOS nodes. In 2022, we started production of high density (4Mb to 128Mb) STT-MRAM products on 28nm CMOS node with standardized SPI, xSPI, QSPI, and Octal SPI (OSPI) interfaces. These products are enabling our customers to simplify their system architecture and easily replace legacy memory components like SRAM, FRAM and NOR Flash. They are ideal for use in electronic systems where data persistence and integrity, low power, low latency, and security are paramount, such as industrial IoT, artificial intelligence (AI), network/enterprise infrastructure, process automation and control, aeronautics/avionics, and medical and gaming applications.

Due to the limitations of NOR scaling past 45nm and availability of STT-MRAM on 28nm and 22nm technology nodes, we believe there is potential for STT-MRAM to enter multiple non-volatile memory (NVM) markets where fast reads/writes, high cycle counts, and extended data retention are required. We introduced the first STT-MRAM product addressing this segment of the market in 2022 and are currently shipping in 16Mb to 128Mb densities. STT-MRAM is uniquely positioned to deliver higher density (> 256Mb) monolithic parts for NOR replacement. These products are ideal for replacing NOR in Field Programmable Gate Array (FPGA) systems to store configuration memory while simultaneously enabling 100x faster Over The Air (OTA) updates.

Typically, on power up of a FPGA, the configuration memory that is stored off- or on- chip in a NOR chip is downloaded to the SRAM cells that execute the Look Up Tables (LUTs). This sequence of events creates a time lag between the power up and the execution of the LUTs. In addition, there is a security concern with the download of the configuration bit stream from the NOR to the SRAM. We have developed our STT-MRAM technology to act as the "configuration memory" in a FPGA addressing the security concern and enabling instant-on characteristics. Furthermore, the STT-MRAM based configuration memory can be programmed multiple times with OTA updates or can be hard coded depending on the application. Since STT-MRAM can be scaled to advanced nodes and is already available on 22nm, monolithic embedded solutions are possible and we believe this solution is ideal for next generation FPGAs.

#### ***TMR Sensors***

Our 3D Tunnel Magneto Resistance (TMR) sensors provide extremely high magnetic sensitivity in a single component that performs 3D magnetic field measurements in a monolithic solution. We offer these die-level devices to be integrated into consumer electronic applications that utilize a high sensitivity 3D compass function.

#### **Licensing, Royalty, and Patent Overview**

We leverage our broad IP portfolio to enable licensing, royalty revenue streams, and patent sales from non-core applications that can derive valuable differentiation through the use of Everspin MRAM and TMR sensor IP. For example, this includes the following:

- We have licensed GLOBALFOUNDRIES to offer embedded MRAM in the solutions they manufacture for their customers providing high-performance non-volatile embedded memory.
- We have licensed base MRAM design technology (EAR99) for use in radiation tolerant aerospace applications to customers for their custom designs.
- We have licensed TMR sensor IP in 3D magnetic field sensing.
- We have completed patent sales by transferring, assigning, and delivering patents to customers.
- We have executed agreements for the development of a strategic radiation hardened (RAD-Hard) field programmable gate array product, consisting of technology and design licenses.

#### **Foundry Services Overview**

In our Chandler facility, we perform BEOL manufacturing services for customers who want to add MRAM and TMR sensor functionality to their memory or application base circuits. These services allow aerospace and satellite electronic system manufacturers to integrate our EAR99 technology that is able to withstand exposure to the levels of radiation encountered in avionics and space applications by virtue of such technology being magnetic rather than electrical charge based which would be susceptible to alpha particles.

## **Sales and Marketing**

We sell our products through a direct sales channel and a network of representatives and distributors. The majority of our customers, and their associated contract manufacturers, buy our products through our distributors. We maintain sales, support, supply chain and logistics operations and have distributors in Asia to service the production needs of contract manufacturers. We also maintain direct selling relationships with several strategic customers. Our direct sales representatives are located in North America, Germany, Italy, Japan, Hong Kong, and Taiwan.

Our typical sales cycle consists of a sales and development process in which our field engineers and sales personnel work closely with our customers' design engineers. This process can take from three to 18 months to complete, and a successful sales cycle culminates in a design win. Note that some customers of our STT-MRAM products may need to modify their controllers to integrate our technology, adding additional time to the cycle. Once we establish a relationship with a customer, we continue a sales process to maintain our position and to secure subsequent new design wins at the customer. Each customer lead, whether new or existing, is tracked through our CRM tool and followed in stages of prospect, design in, design win and production. This tracking results in a design win pipeline that provides a measure of the future business potential of the opportunities.

We have established relationships with several storage controller and FPGA companies, including Phison Electronics, Sage Micro, and Xilinx as well as IP core companies, including Cadence and Northwest Logic, to facilitate the integration of our MRAM solutions into our customers' end products.

Our technical support personnel have expertise in hardware and software and have access to our development team to ensure proper service and support for our OEM customers. Our field application and engineering team provides technical training and design support to our customers.

We consider our customer to be an end customer purchasing either directly from a distributor or a contract manufacturer, or a customer purchasing directly from us. An end customer purchasing through a contract manufacturer typically instructs the contract manufacturer to obtain our products and to incorporate our products with other components for sale by the contract manufacturer to the end customer. Although we actually sell the products to, and are paid by, the distributors and contract manufacturers, we refer to the end customer as our customer.

During the year ended December 31, 2024, more than 1,435 end customers purchased our products. Our two largest end customers together accounted for 37% of our total revenue for the year ended December 31, 2024 and one of these customers accounted for more than 10% of our revenue during that period. Our two largest end customers together accounted for 32% of our total revenue for the year ended December 31, 2023, and each of these customers accounted for more than 10% of our total revenue during the period.

## **Manufacturing**

We rely on third-party suppliers for most phases of the manufacturing process, including initial fabrication, final test, and assembly.

### ***Wafer Manufacturing***

We perform BEOL manufacturing for our Toggle MRAM products and provide foundry services for licensed MRAM products and Magnetic Tunnel Junction (MTJ)-based sensors in our leased 200mm manufacturing facility. Our facility is in an ISO-4 clean room and our manufacturing line is ISO 9001:2015 certified. We actively manage inventory, including automated process flows, process controls and recipe management, and we use standard equipment to manufacture our products.

Our STT-MRAM products are produced in 300mm fabrication facilities operated by GLOBALFOUNDRIES.

### ***Assembly and Test***

Our product and test engineering teams develop and implement wafer-level and final test programs for the manufacture of our MRAM devices.

We utilize third-party industry-leading assembly and test sub-contractors, including Amkor, OSE, GTC, ChipMos and Sigurd UTC. We have successfully qualified our MRAM devices in various packages at temperatures ranging from commercial to automotive grade. As part of our commitment to quality, our quality management system has been certified to ISO 9001:2015 and ISO 14001:2015 standards. Our foundry vendors and sub-contractors are also ISO 9001 and ISO 14001 certified.

## **Arrangements with GLOBALFOUNDRIES**

### ***Joint Development Agreement***

Since October 17, 2014, we have participated in a joint development agreement with GLOBALFOUNDRIES, a semiconductor foundry, for the joint development of STT-MRAM technology to produce a family of discrete and embedded MRAM technologies. The term of the agreement is until the completion, termination, or expiration of the last statement of work entered into pursuant to the joint development agreement. The agreement was extended on December 31, 2019 to include a new phase of support for 12nm MRAM development.

The joint development agreement also states that the specific terms and conditions for the production and supply of the developed MRAM technology would be pursuant to a separate manufacturing agreement entered into between the parties. See “Manufacturing Agreement” below.

Under the joint development agreement, each party granted licenses to its relevant intellectual property to the other party. For certain jointly developed works, the parties have agreed to follow an invention allocation procedure to determine ownership. In addition, GLOBALFOUNDRIES possesses the exclusive right to manufacture our discrete and embedded STT-MRAM devices developed pursuant to the agreement until the earlier of three years after the qualification of the MRAM device for a particular technology node or four years after the completion of the relevant statement of work under which the device was developed. For the same exclusivity period associated with the relevant device, GLOBALFOUNDRIES agreed not to license intellectual property developed in connection with the agreement to our named competitors.

If GLOBALFOUNDRIES manufactures, sells, or transfers wafers containing production qualified MRAM devices that utilize certain Everspin design information to its customers, GLOBALFOUNDRIES will pay royalties to us for each such wafer transferred or sold to a customer.

Except for breaches of confidentiality provisions and each party’s indemnification obligations to one another under the agreement, liability under the agreement is capped at a range depending on project costs and royalty amounts. Either party may terminate the agreement if the other party materially breaches a term of the agreement and fails to remedy the breach after receiving notice from the non-breaching party. If a party terminates the manufacturing agreement for material breach in accordance with its terms, that party may also terminate the joint development agreement.

See “Risk Factors” for further discussion of our agreements with GLOBALFOUNDRIES.

### ***Manufacturing Agreement***

On October 23, 2014, we entered into a manufacturing agreement with GLOBALFOUNDRIES Singapore Pte. Ltd. that sets forth the specific terms and conditions for the production and supply of wafers manufactured using our STT-MRAM technology developed under the joint development agreement with GLOBALFOUNDRIES. Pursuant to that joint development agreement, GLOBALFOUNDRIES possesses certain exclusive rights to manufacture such wafers for our discrete and embedded STT-MRAM devices. Our manufacturing agreement with GLOBALFOUNDRIES includes a customary forecast and ordering mechanism for the supply of certain of our wafers, and we are obligated to order and pay for, and GLOBALFOUNDRIES is obligated to supply, wafers consistent with the binding portion of our forecast. GLOBALFOUNDRIES also has the ability to discontinue its manufacture of any of our wafers upon due notice and completion of the notice period. The initial term of the manufacturing agreement is for three years, which automatically renews for successive one-year periods thereafter unless either party provides sufficient advance notice of non-renewal.

Except for breaches of confidentiality provisions and each party’s indemnification obligations to one another under the agreement, liability under the agreement is capped at the lesser of a set amount or the total purchase price received by GLOBALFOUNDRIES from us in the 12 months immediately preceding the claim for the specific product that

caused the damages. Either party may terminate the agreement if the other party materially breaches a term of the agreement and fails to remedy the breach after receiving notice from the non-breaching party. GLOBALFOUNDRIES may terminate the agreement if we fail to pay any undisputed sum which has been outstanding for sixty or more days from the date of invoice.

### **Product Warranty**

Because the design and manufacturing process for semiconductor products is highly complex, it is possible that we may produce products that do not comply with applicable specifications, contain defects, or are otherwise incompatible with end uses. In accordance with industry practice, we generally provide a limited warranty that our products are in compliance with applicable specifications existing at the time of delivery and will operate to those specifications during a stated warranty period. Under our standard terms and conditions of sale, liability for certain failures of product during a stated warranty period is usually limited to repair or replacement of defective items or return of, or a credit with respect to, amounts paid for such items. Under certain circumstances, we provide more extensive limited warranty coverage than that provided under our standard terms and conditions.

### **Competition**

As an emerging specialty memory product supplier, we face intense competition from a wide variety of other memory technology manufacturers.

Our principal competitors to our Toggle MRAM products include companies that offer nonvolatile SRAM (NVSRAM), SRAM, and FRAM products, such as Infineon, Fujitsu, Integrated Silicon Solution (ISSI), Macronix, Microchip, Micron, Renesas, Samsung and Toshiba. Our STT-MRAM products replace discrete NOR, DRAM and NVSRAM where persistence is required and thus compete with DRAM and NVSRAM suppliers such as Hynix, Micron, Winbond, Samsung, and several other smaller companies. In the future we may also face competition from companies developing MRAM technologies, such as Avalanche, Samsung and other larger and smaller semiconductor companies. We may also face indirect competition from resistive random-access memory (RRAM), NOR and NAND Flash manufacturers in some market applications.

Our ability to compete successfully in the market for our products is based on a number of factors, including:

- our products' attributes and specifications;
- customer adoption of MRAM technology despite the price per bit premium of our products versus competing technologies;
- successful controller supplier and customer engagements throughout the product life cycle;
- high quality and reliability as measured by our customers;
- the ease of implementation of our products by customers;
- preferred supplier status at numerous customers and ODMs;
- manufacturing expertise and strength;
- product manufacturing yield analysis and testing;
- manufacturing capacity and allocation;
- reputation and strength of customer relationships;
- competitive pricing in the market against the competition while maintaining our gross margin profile; and
- our success in meeting the needs of future customer requirements through continued development of new products.

In the event of a market downturn, competition in the markets in which we operate may intensify as our customers reduce their purchase orders. Our competitors that are significantly larger and have greater financial, technical, marketing, distribution, customer support and other resources or more established market recognition than us, may be better positioned to accept lower prices and withstand adverse economic or market conditions.

## **Intellectual Property**

Our success depends, in part, on our ability to protect our products and technologies from unauthorized third-party copying and use. To accomplish this, we rely on a combination of intellectual property rights, including patents, trade secrets, copyrights, and trademarks, as well as customary contractual protections. As of December 31, 2024, we held 563 issued patents that expire at various times between March 2025 and January 2043 and had 131 patent applications pending. Included in our issued patents and pending applications are patents/applications in the United States, China, Europe, France, Germany, Ireland, Italy, Japan, the Netherlands, the Republic of Korea, Singapore, Taiwan, and the United Kingdom.

We seek to file for patents that have broad application in the semiconductor industry and that would be helpful in the magnetoresistive memory and sensor markets. However, there can be no assurance that our pending patent applications or any future applications will be approved, that any issued patents will provide us with competitive advantages or will not be challenged by third parties, or that the patents or applications of others will not have an adverse effect on our ability to do business. In addition, there can be no assurance that others will not independently develop substantially equivalent intellectual property or otherwise gain access to our trade secrets or intellectual property, or disclose such intellectual property or trade secrets, or that we can effectively protect our intellectual property.

We seek to enforce our IP and to monetize our patent portfolio through licensing of third parties and patent sales in return for cash remuneration, patent cross licenses or both. See “Licensing, Royalty, and Patent Overview” for additional information.

We generally control access to and use of our confidential information through employing internal and external controls, including contractual protections with employees, contractors, and customers. We rely in part on U.S. and international copyright laws to protect our intellectual property. All employees and consultants are required to execute confidentiality agreements in connection with their employment and consulting relationships with us. We also require them to agree to disclose and assign to us all inventions conceived or made in connection with the employment or consulting relationship.

## **Environmental Regulation**

We must comply with many different federal, state, local and foreign governmental regulations related to the use, storage, discharge and disposal of certain chemicals and gases used in our manufacturing processes. Our facilities have been designed to comply with these regulations and we believe that our activities are conducted in material compliance with such regulations. Any changes in such regulations or in their enforcement could require us to acquire costly equipment or to incur other significant expenses to comply with environmental regulations. Any failure by us to adequately control the storage, use, discharge, and disposal of regulated substances could result in significant future liabilities.

## **Employees**

As of December 31, 2024, we had 87 total employees in the United States, of which 86 were full-time employees and 1 was a part-time employee. None of our employees are either represented by a labor union or subject to a collective bargaining agreement. We have not experienced any work stoppages, and we consider our relations with our employees and contractors to be good.

## **Corporate Information**

We were incorporated in Delaware in May 2008. In June 2008, Freescale Semiconductor, Inc. (now a wholly-owned subsidiary of NXP Semiconductors N.V.), spun-out its MRAM business as Everspin. Our offices are located at 5670 W. Chandler Boulevard, Suite 130, Chandler, Arizona 85226. Our telephone number is (480) 347-1111. Our corporate website is at [www.Everspin.com](http://www.Everspin.com).

## Available Information

Our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (Exchange Act), are available free of charge on our website, as soon as reasonably practicable after we electronically file them with, or furnish them to, the SEC. The information contained on or that can be accessed through our website is not incorporated by reference into this report, and information on our website should not be considered to be part of this report.

## Item 1A. Risk Factors

*The following are important factors that could cause actual results or events to differ materially from those contained in any forward-looking statements made by us or on our behalf. 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 deem immaterial also may impair our business operations. If any of the following risks or such other risks actually occurs, our business, financial condition, results of operations and cash flows could be harmed.*

### Risk Factors Related to Our Business and Our Industry

***We are subject to the cyclical nature of the semiconductor industry.***

The semiconductor industry is highly cyclical and is characterized by constant and rapid technological change, long sales cycles, rapid product obsolescence, price erosion, evolving standards, short product life cycles, and wide fluctuations in product supply and demand. From time to time, these factors, together with changes in macroeconomic conditions, can cause significant upturns and downturns in the semiconductor industry, and in our business. Downturns in the semiconductor industry have been characterized by diminished product demand, production overcapacity, high inventory levels for us and our customers, and erosion of average selling prices. Any downturns in the semiconductor industry could harm our business, financial condition, and results of operations. Any significant upturn in the semiconductor industry could result in increased competition for access to third-party foundry and assembly capacity. We are dependent on the availability of this capacity to manufacture and assemble our products and we can provide no assurance that adequate capacity will be available to us in the future. We cannot predict the duration or timing of any downturn or upturn in the semiconductor industry.

***We may be unable to match production with customer demand for a variety of reasons including our inability to accurately forecast customer demand, supply chain constraints, or the capacity constraints of our suppliers, which could adversely affect our operating results.***

We make planning and spending decisions, including determining production levels, production schedules, component procurement commitments, personnel needs, and other resource requirements, based on our estimates of product demand and customer requirements. Our products are typically purchased pursuant to individual purchase orders. While our customers may provide us with their demand forecasts, they are not contractually committed to buy any quantity of products beyond purchase orders. Furthermore, many of our customers may increase, decrease, cancel, or delay purchase orders already in place without significant penalties. The short-term nature of commitments by our customers and the possibility of unexpected changes in demand for their products reduce our ability to accurately estimate future customer requirements. On occasion, customers may require rapid increases in production, which can strain our resources, necessitate more onerous procurement commitments, and reduce our gross margin. If we overestimate customer demand, we may purchase products that we may not be able to sell, which could result in decreases in our prices or write-downs of unsold inventory. Conversely, we could lose sales opportunities and could lose market share or damage our customer relationships if, for example, we underestimate customer demand, are affected by supply chain constraints, or sufficient manufacturing is unavailable. We manufacture MRAM products at our leased 200mm facility in Chandler, Arizona and use a single foundry, GLOBALFOUNDRIES, for production of higher density products on advanced technology nodes, which may not have sufficient capacity to meet customer demand. The rapid pace of innovation in our industry could also render significant portions of our inventory obsolete. Excess or obsolete inventory levels could result in unexpected expenses or write-downs of inventory values that could adversely affect our business, operating results, and financial condition.

***As we expand into new potential markets, we expect to face intense competition, including from our customers and potential customers, and may not be able to compete effectively, which could harm our business.***

We expect that our new and future MRAM products will be applicable to markets in which we are not currently operating. The markets in which we operate and may operate in the future are extremely competitive and are characterized by rapid technological change, continuous evolving customer requirements and declining average selling prices. We may not be able to compete successfully against current or potential competitors, which include our current and potential customers as they seek to internally develop solutions competitive with ours or as we develop products potentially competitive with their existing products. If we do not compete successfully, our market share and revenue may decline. We compete with large semiconductor manufacturers and designers and others, and some of our current and potential competitors have longer operating histories, significantly greater resources and name recognition and a larger base of customers than we do. This may allow them to respond more quickly than we can to new or emerging technologies or changes in customer requirements. In addition, these competitors may have greater credibility with our existing and potential customers. Some of our current and potential customers with their own internally developed solutions may choose not to purchase products from third-party suppliers like us.

***We rely on third parties to distribute, manufacture, package, assemble and test our products, which exposes us to a number of risks, including reduced control over manufacturing and delivery timing and potential price fluctuations, which could result in a loss of revenue or reduced profitability.***

Although we operate an integrated magnetic fabrication line located in Chandler, Arizona, we purchase wafers from third parties and outsource the manufacturing, packaging, assembly and testing of our products to third-party foundries and assembly and testing service providers. We use a single foundry, GLOBALFOUNDRIES Singapore Pte. Ltd., for production of higher density products on advanced technology nodes. Our primary product package and test operations are located in China, Taiwan and other Asian countries. We also use standard CMOS wafers from third-party foundries, which we process at our Chandler, Arizona facility.

Relying on third-party distribution, manufacturing, assembly, packaging, and testing presents a number of risks, including but not limited to:

- our interests could diverge from those of our foundries, or we may not be able to agree with them on ongoing development, manufacturing and operational activities, or on the amount, timing, or nature of further investments in our joint development;
- capacity and materials shortages during periods of high demand or supply constraints;
- reduced control over delivery schedules, inventories and quality;
- the unavailability of, or potential delays in obtaining access to, key process technologies;
- the inability to achieve required production or test capacity and acceptable yields on a timely basis;
- misappropriation of our intellectual property;
- the third party's ability to perform its obligations due to bankruptcy or other financial constraints;
- exclusive representatives for certain customer engagements;
- limited warranties on wafers or products supplied to us; and
- potential increases in prices including due to tariffs and/or inflation.

Our manufacturing agreement with GLOBALFOUNDRIES includes a forecast and ordering mechanism for the supply of certain of our wafers, and we are obligated to order and pay for, and GLOBALFOUNDRIES is obligated to supply, wafers consistent with the binding portion of our forecast. Our manufacturing arrangement is also subject to both a minimum and maximum order quantity, which we believe currently addresses our projected foundry capacity needs, but may not address our maximum foundry capacity requirements in the future. We may also be obligated to pay for unused capacity if our demand decreases in the future, or if our estimates prove inaccurate. We do not currently source these wafers from anyone other than GLOBALFOUNDRIES, which has the ability to discontinue its manufacture of any of our wafers upon due notice and completion of the notice period. This would cause us to have to find another foundry to manufacture those wafers or redesign our core technology and would mean that we may not have products to sell until such time. Any time spent engaging a new manufacturer or redesigning our core technology could be costly and time

consuming and allow potential competitors to take opportunities in the marketplace. Moreover, if we are unable to find another foundry to manufacture our products or if we have to redesign our core technology, this could cause material harm to our business and operating results.

If we need other foundries or packaging, assembly, and testing contractors, or if we are unable to obtain timely and adequate deliveries from our providers, we might not be able to cost-effectively and quickly retain other vendors to satisfy our requirements. Because the lead time needed to establish a relationship with a new third-party supplier could be several quarters, there may not be any readily available alternative source of supply for any specific component. In addition, the time and expense to qualify a new foundry could result in additional expense, diversion of resources or lost sales, any of which would negatively impact our financial results.

If any of our current or future foundries or packaging, assembly and testing subcontractors significantly increases the costs of wafers or other materials or services, interrupts or reduces our supply, including for reasons outside of their control, such as due to health-related events or outbreaks, or if any of our relationships with our suppliers is terminated, our operating results could be adversely affected. Such occurrences could also damage our customer relationships, result in lost revenue, cause a loss in market share, or damage our reputation.

***Disruptions in our supply chain and increased cost of components used in our products may adversely impact our business, results of operations and financial condition, including our ability to fulfill customer demand.***

If we fail to procure sufficient components used in our products, we may be unable to deliver our products to our customers on a timely basis, which could lead to customer dissatisfaction and could harm our reputation and ability to compete. We would likely experience significant delays or cessation in producing some of our products if a labor strike, natural disaster, public health crisis, geopolitical event, or other supply disruption were to occur, including health-related events or outbreaks at any of our main suppliers.

Further, the upturn in the semiconductor industry has stretched the supply chain, and we are subject to supply shortages, as well as higher costs as suppliers opportunistically raise prices. For example, there is currently a worldwide shortage of semiconductor, memory and other electronic components affecting many industries. Our products are dependent on some of these electronic components. A continued shortage of electronic components may impact us and could cause us to experience extended lead times and increased prices from our suppliers, which could be significant. Extended lead times and decreased availability of key components could result in a significant disruption to our production schedule, all of which would have an adverse effect on our business, results of operations and financial condition.

We do not have any guarantees of supply from our third-party suppliers, other than GLOBALFOUNDRIES, and in certain cases we have limited contractual arrangements or are relying on standard purchase orders or on component parts available on the open market, which may further result in increased costs combined with reduced availability. A continued delay in our ability to produce and deliver our products could also cause our customers to purchase alternative products from our competitors and/or harm our reputation.

***Our joint development agreement and strategic relationships involve numerous risks.***

We have entered into strategic relationships to manufacture products and develop new manufacturing process technologies and products. These relationships include our joint development agreement with GLOBALFOUNDRIES to develop advanced MTJ technology and STT-MRAM. These relationships are subject to various risks that could adversely affect the value of our investments and our results of operations. These risks include the following:

- our interests could diverge from those of our foundries, or we may not be able to agree with them on ongoing development, manufacturing and operational activities, or on the amount, timing, or nature of further investments in our joint development;
- we may experience difficulties in transferring technology to a foundry;
- we may experience difficulties and delays in getting to and/or ramping production at foundries;
- we do not have control over the operations of foundries;
- our joint development collaborators may be unable to meet their commitments to us;

- due to differing business models or long-term business goals, our collaborators may decide not to join us in funding capital investment, which may result in higher levels of cash expenditures by us;
- our cash flows may be inadequate to fund increased capital requirements;
- we may experience difficulties or delays in collecting amounts due to us from our collaborators;
- the terms of our arrangements may turn out to be unfavorable;
- we are migrating toward a fabless model as 300mm production becomes required and this increases risks related to less control over our critical production processes; and
- changes in tax, legal, or regulatory requirements may necessitate changes in our agreements.

If our strategic relationships are unsuccessful, our business, results of operations, or financial condition may be materially adversely affected.

***We must continuously develop new and enhanced products and face intense competition in a market characterized by rapid technological change, if we are unable to successfully timely develop products, and market and secure design wins for our new and enhanced products for which we incur significant expenses to develop, our results of operations and financial condition will be materially and adversely affected.***

To compete effectively in our markets, we must continually design, develop, and introduce new and improved technology and products with improved features in a cost-effective manner in response to changing technologies and market demand. This requires us to devote substantial financial and other resources to research and development. We are developing new technology and products, which we expect to be one of the drivers of our revenue growth in the future. We also face the risk that customers may not elect to incorporate our new and enhanced products into their products. For example, if we are unable to generate more customer adoption of our 1Gb MRAM product and address new growth opportunities with subsequent STT-MRAM products, we may not be able to materially increase our revenue. If we are unable to successfully develop and market our new and enhanced products that we have incurred significant expenses developing, our results of operations and financial condition will be materially and adversely affected.

We sell to customers, including OEMs and ODMs, that incorporate MRAM into their products. A design win occurs after a customer has tested our product, verified that it meets the customer's requirements and qualified our solutions for their products. The adoption of our 256Mb and 1Gb MRAM products by our customers is critical for us to secure design wins. Our customers may need several months to years to test, evaluate, and adopt our product and additional time to begin volume production of the product that incorporates our solution. Due to this generally lengthy design cycle, we may experience significant delays from the time we increase our operating expenses and make investments in our products to the time that we generate revenue from sales of these products. Moreover, even if a customer selects our solution, we cannot guarantee that this will result in any sales of our products, as the customer may ultimately change or cancel its product plans, or efforts by our customer to market and sell its product may not be successful. We may not generate any revenue from design wins after incurring the associated costs, which would cause our business and operating results to suffer.

The markets in which we operate and may operate in the future are extremely competitive and are characterized by rapid technological change, continuous evolving customer requirements and declining average selling prices. Some of our current and potential customers with their own internally developed solutions may choose not to purchase products from third-party suppliers like us.

If a current or prospective customer incorporates a competitor's solution into its product, it becomes significantly more difficult for us to sell our solutions to that customer because changing suppliers involves significant time, cost, effort, and risk for the customer even if our solutions are superior to other solutions and remain compatible with their product design. Our ability to compete successfully depends on customers viewing us as a stable and reliable supplier to mission-critical customer applications when we have less production capacity and less financial resources compared to most of our larger competitors. If current or prospective customers do not include our solutions in their products and we fail to achieve a sufficient number of design wins, our results of operations and business may be harmed.

***The loss of one or several of our customers or reduced orders or pricing from existing customers may have a significant adverse effect on our operations and financial results.***

We have derived and expect to continue to derive a significant portion of our revenues from a small group of customers during any particular period due in part to the concentration of market share in the semiconductor industry. The loss of a significant customer, a business combination among our customers, a reduction in orders or decrease in price from a significant customer or disruption in any of our commercial or distributor arrangements may result in a significant decline in our revenues and could have a material adverse effect on our business, liquidity, results of operations, financial condition, and cash flows.

***Our costs may increase substantially if we or our third-party manufacturing contractors do not achieve satisfactory product yields or quality. The complexity of our products may lead to defect, which could negatively impact our reputation with customers and result in liability.***

The fabrication process is extremely complicated and small changes in design, specifications or materials can result in material decreases in product yields or even the suspension of production. From time to time, we and/or the third-party foundries with which we contract to manufacture our products may experience manufacturing defects and reduced manufacturing yields. In some cases, we and/or our third-party foundries may not be able to detect these defects early in the fabrication process or determine the cause of such defects in a timely manner. There may be a higher risk of product yield issues in newer STT-MRAM products.

Generally, in pricing our products, we assume that manufacturing yields will continue to improve, even as the complexity of our products increases. Once our products are initially qualified either internally or with our third-party foundries, minimum acceptable yields are established. We are responsible for the costs of the units if the actual yield is above the minimum set with our third-party foundries. If actual yields are below the minimum, we are not required to purchase the units. Typically, minimum acceptable yields for our new products are generally lower at first and gradually improve as we achieve full production but yield issues can occur even in mature processes due to breakdowns in mechanical systems, equipment failures or calibration errors. Unacceptably low product yields or other product manufacturing problems could substantially increase overall production time and costs and adversely impact our operating results. Product yield losses may also increase our costs and reduce our gross margin. In addition to significantly harming our results of operations and cash flow, poor yields may delay shipment of our products and harm our relationships with existing and potential customers.

Products as complex as ours may contain defects, particularly when first introduced to customers or as new versions are released. Delivery of products with production defects or reliability, quality or compatibility problems could significantly delay or hinder market acceptance of the products or result in a costly recall and could damage our reputation and adversely affect our ability to retain existing customers and attract new customers. Defects could cause problems with the functionality of our products, resulting in interruptions, delays, or cessation of sales of these products to our customers. We may also be required to make significant expenditures of capital and resources to resolve such problems. For example, any such problems could result in:

- delays in development, manufacture and roll-out of new products;
- additional development costs;
- loss of, or delays in, market acceptance;
- diversion of technical and other resources from our other development efforts;
- claims for damages by our customers or others against us; and
- loss of credibility with our current and prospective customers.
- Any such event could have a material adverse effect on our business, financial condition, and results of operations.

***We may experience difficulties in transitioning to new wafer fabrication process technologies or in achieving higher levels of design integration, which may result in reduced manufacturing yields, delays in product deliveries and increased expenses.***

We aim to use the most advanced manufacturing process technology appropriate for our solutions that is available from our third-party foundries. As a result, we periodically evaluate the benefits of migrating our solutions to other technologies to improve performance and reduce costs. These ongoing efforts require us from time to time to modify the

manufacturing processes for our products and to redesign some products, which in turn may result in delays in product deliveries.

For example, as smaller line width geometry manufacturing processes become more prevalent, we intend to move our future products to increasingly smaller geometries to integrate greater levels of memory capacity and/or functionality into our products. This transition will require us and our third-party foundries to migrate to new designs and manufacturing processes for smaller geometry products.

We may face difficulties, delays, and increased expense as we transition our products to new processes, and potentially to new foundries. We will depend on our third-party foundries as we transition to new processes. Our third-party foundries may not be able to effectively manage such transitions and/or we may not be able to maintain our relationship with our third-party foundries or develop relationships with new third-party foundries. If we or any of our third-party foundries experience significant delays in transitioning to new processes or fail to efficiently implement transitions, we could experience reduced manufacturing yields, delays in product deliveries and increased expenses, any of which could harm our relationships with our customers and our operating results.

***Changes to industry standards and technical requirements relevant to our products and markets could adversely affect our business, results of operations and prospects.***

Our products are only a part of larger electronic systems. All products incorporated into these systems must comply with various industry standards and technical requirements created by regulatory bodies or industry participants to operate efficiently together. Industry standards and technical requirements in our markets are evolving and may change significantly over time. For our products, the industry standards are developed by the Joint Electron Device Engineering Council, an industry trade organization. In addition, large industry-leading semiconductor and electronics companies play a significant role in developing standards and technical requirements for the product ecosystems within which our products can be used. Our customers also may design certain specifications and other technical requirements specific to their products and solutions. These technical requirements may change as the customer introduces new or enhanced products and solutions.

Our ability to compete will depend on our ability to identify and comply with evolving industry standards and technical requirements. The emergence of new industry standards and technical requirements could render our products incompatible with products developed by other suppliers or make it difficult for our products to meet the requirements of certain of our customers in automotive, transportation, industrial, data storage, and other markets. As a result, we could be required to invest significant time and effort and incur significant expense to redesign our products to ensure compliance with relevant standards and requirements. If our products are not in compliance with prevailing industry standards and technical requirements for a significant period of time, we could miss opportunities to achieve crucial design wins, our revenue may decline and we may incur significant expenses to redesign our products to meet the relevant standards, which could adversely affect our business.

***Our success depends on our ability to attract and retain key employees, and our failure to do so could harm our ability to grow our business and execute our business strategies.***

Our success depends on our ability to attract and retain our key employees, including our management team and experienced engineers. Competition for personnel in the semiconductor memory technology field, and in the MRAM space in particular, is intense, and the availability of suitable and qualified candidates is limited. We compete to attract and retain qualified research and development personnel with other semiconductor companies, universities, and research institutions. Given our experience as an early entrant in the MRAM space, our employees are frequently contacted by MRAM startups and MRAM groups within larger companies seeking to employ them. The members of our management and our key employees are at-will. If we lose the services of any key senior management member or employee, we may not be able to attract suitable or qualified replacements, and may incur additional expenses to recruit and train new personnel, which could severely impact our business and prospects. The loss of the services of one or more of our key employees, especially our key engineers, or our inability to attract and retain qualified engineers, could harm our business, financial condition, and results of operations.

We are also working to promote our talent management efforts through the implementation of initiatives designed to build and maintain a diverse and inclusive environment throughout our organization. However, there has been increasing scrutiny on corporate diversity, equity and inclusion (DEI) initiatives, including from activists and policymakers

challenging how such initiatives comply with civil rights protections. Such anti-DEI initiatives and scrutiny could expose us to the risk of litigation or investigations, resulting in injunctions, penalties, or reputational harm. In addition, if we become unable to (or are perceived not to) successfully implement certain of our workforce initiatives, including in keeping with current or potential future laws or interpretations thereof, our ability to recruit, attract and retain talent may be adversely impacted.

***We currently maintain and are seeking to expand operations outside of the United States which exposes us to significant risks.***

The success of our business depends, in large part, on our ability to operate successfully from geographically disparate locations and to further expand our international operations and sales. Operating in international markets requires significant resources and management attention and subjects us to regulatory, economic, and political risks that are different from those we face in the United States. We cannot be sure that further international expansion will be successful. In addition, we face risks in doing business internationally that could expose us to reduced demand for our products, lower prices for our products or other adverse effects on our operating results. The success and profitability, as well as the expansion, of our international operations are subject to numerous risks and uncertainties, many of which are outside of our control, such as the following:

- public health-related events or outbreaks, which can result in varying impacts to our business, employees, partners, customers, distributors or suppliers internationally as discussed elsewhere in this “Risk Factors” section;
- difficulties, inefficiencies and costs associated with staffing and managing foreign operations;
- longer and more difficult customer qualification and credit checks;
- greater difficulty collecting accounts receivable and longer payment cycles;
- the need for various local approvals to operate in some countries;
- difficulties in entering some foreign markets without larger-scale local operations;
- changes in import/export laws, trade restrictions, regulations and customs and duties and tariffs (foreign and domestic);
- compliance with local laws and regulations;
- unexpected changes in regulatory requirements, including the elimination of tax holidays;
- reduced protection for intellectual property rights in some countries;
- adverse tax consequences as a result of repatriating cash generated from foreign operations to the United States;
- adverse tax consequences, including potential additional tax exposure if we are deemed to have established a permanent establishment outside of the United States;
- the effectiveness of our policies and procedures designed to ensure compliance with the Foreign Corrupt Practices Act of 1977 and similar regulations;
- fluctuations in currency exchange rates, which could increase the prices of our products to customers outside of the United States, increase the expenses of our international operations by reducing the purchasing power of the U.S. dollar and expose us to foreign currency exchange rate risk if, in the future, we denominate our international sales in currencies other than the U.S. dollar;
- new and different sources of competition;
- political, economic, and social instability;
- terrorism and acts of war, such as the military conflict between Russia and Ukraine, which could have a negative impact on the operations of our business or our customers’ businesses; and
- US Department of Commerce regulations or restrictions on exports of certain semiconductor technologies and equipment to China.

Our failure to manage any of these risks successfully could harm our operations and reduce our revenue.

***We may need additional funding and may be unable to raise capital when needed, which could force us to delay, reduce, or eliminate planned activities.***

Our total revenue was approximately \$50.4 million for the year ended December 31, 2024, and \$63.8 million for the year ended December 31, 2023. As of December 31, 2024, we had cash and cash equivalents of approximately \$42.1 million. Based on our current operating plan, we believe our existing cash and cash equivalents, coupled with our anticipated growth and sales levels, will be sufficient to meet our anticipated cash requirements for at least the next 12 months. We have no committed sources of funding and there are no assurances that additional funding will be available to us in the future or on acceptable terms. If adequate funding is not available when needed, we may be forced to curtail operations, including our commercial activities and research and development programs, or cease operations altogether, file for bankruptcy, or undertake any combination of the foregoing.

Further, we may need to raise additional funds through financings or borrowings in order to accomplish our long-term planned objectives. If we raise additional funds through issuances of equity, convertible debt securities or other securities convertible into equity, our existing stockholders could suffer significant dilution in their percentage ownership of our company, and any new equity securities we issue could have rights, preferences, and privileges senior to those of holders of our common stock.

In addition, if we do not meet our payment obligations to third parties as they become due, we may be subject to litigation claims and our creditworthiness would be adversely affected. Stockholders should not rely on our balance sheet as an indication of the amount of proceeds that would be available to satisfy claims of creditors, and potentially be available for distribution to stockholders, in the event of liquidation.

***We cannot be certain that we will sustain profitability.***

While our products offer unique benefits over other industry memory technologies, the rate of adoption of our products and our ability to capture market share from legacy technologies is uncertain. Our revenue may also be adversely impacted by a number of other possible reasons, many of which are outside our control, including business conditions that adversely affect the semiconductor memory industry resulting in a decline in end market demand for our products, adverse impacts resulting from health-related events or outbreaks, increased competition, ongoing supply chain constraints, or our failure to capitalize on growth opportunities. We also rely on achieving specific cost reduction targets that have uncertainty in their timing and magnitude. We may also incur unforeseen expenses in the ongoing operation of our business that cause us to exceed our operational spending plan. As a result, our ability to generate sufficient revenue growth and/or control expenses to transition to profitability and generate consistent positive cash flows is uncertain.

## **Risk Factors Related to Our Intellectual Property and Technology**

***Failure to protect our intellectual property could substantially harm our business.***

Our success and ability to compete depend in part upon our ability to protect our intellectual property. We rely on a combination of intellectual property rights, including patents, mask work protection, copyrights, trademarks, trade secrets and know-how, in the United States and other jurisdictions. The steps we take to protect our intellectual property rights may not be adequate, particularly in foreign jurisdictions such as China. Any patents we hold may not adequately protect our intellectual property rights or our products against competitors, and third parties may challenge the scope, validity, or enforceability of our issued patents, which third parties may have significantly more financial resources with which to litigate their claims than we have to defend against them. In addition, other parties may independently develop similar or competing technologies designed around any patents or patent applications that we hold. Some of our products and technologies are not covered by any patent or patent application, as we do not believe patent protection of these products and technologies is critical to our business strategy at this time. A failure to timely seek patent protection on products or technologies generally precludes us from seeking future patent protection on these products or technologies.

In addition to patents, we also rely on contractual protections with our customers, suppliers, distributors, employees, and consultants, and we implement security measures designed to protect our trade secrets and know-how. However, we cannot ensure that these contractual protections and security measures will not be breached, that we will have adequate

remedies for any such breach or that our customers, suppliers, distributors, employees, or consultants will not assert rights to intellectual property or damages arising out of such contracts.

We may initiate claims against third parties to protect our intellectual property rights if we are unable to resolve matters satisfactorily through negotiation. Litigation brought to protect and enforce our intellectual property rights could be costly, time-consuming, and distracting to management. It could also result in the impairment or loss of portions of our intellectual property, as an adverse decision could limit our ability to assert our intellectual property rights, limit the value of our technology or otherwise negatively impact our business, financial condition, and results of operations. Additionally, any enforcement of our patents or other intellectual property may provoke third parties to assert counterclaims against us. Our failure to secure, protect and enforce our intellectual property rights could materially harm our business.

***We may face claims of intellectual property infringement, which could be time-consuming, costly to defend or settle, result in the loss of significant rights, harm our relationships with our customers and distributors, or otherwise materially adversely affect our business, financial condition, and results of operations.***

The semiconductor memory industry is characterized by companies that hold patents and other intellectual property rights and that vigorously pursue, protect, and enforce intellectual property rights. These companies include patent holding companies or other adverse patent owners who have no relevant product revenue and against whom our own patents may provide little or no deterrence. From time to time, third parties may assert patent and other intellectual property rights claims against us and our customers. We have in the past, and may in the future, face such claims.

Claims that our products, processes, or technology infringe third-party intellectual property rights, regardless of their merit or resolution, could be costly to defend or settle and could divert the efforts and attention of our management and technical personnel. We may also be obligated to indemnify our customers or business partners in connection with any such litigation, which could result in increased costs. Infringement claims also could harm our relationships with our customers or distributors and might deter future customers from doing business with us. If any such proceedings result in an adverse outcome, we could be required to:

- cease the manufacture, use or sale of the infringing products, processes or technology;
- pay substantial damages for infringement;
- expend significant resources to develop non-infringing products, processes or technology, which may not be successful;
- license technology from the third-party claiming infringement, which license may not be available on commercially reasonable terms, or at all;
- cross-license our technology to a competitor to resolve an infringement claim, which could weaken our ability to compete with that competitor; or
- pay substantial damages to our customers to discontinue their use of or to replace infringing technology sold to them with non-infringing technology, if available.

Any of the foregoing results could have a material adverse effect on our business, financial condition, and results of operations. Furthermore, our exposure to the foregoing risks may also be increased if we acquire other companies or technologies. For example, we may have a lower level of visibility into the development process with respect to intellectual property or the care taken to safeguard against infringement risks with respect to the acquired company or technology. In addition, third parties may make infringement and similar or related claims after we have acquired technology that had not been asserted prior to the acquisition.

***Interruptions in or other compromises of our information technology systems or data or that of third parties upon whom we rely could adversely affect our business.***

We rely on the efficient, uninterrupted and uncompromised operation of complex information technology systems and networks (and those of third parties) to operate our business. Any significant disruption to or other compromise of our systems, networks or data (or those of third parties upon whom we rely), including, but not limited to, due to new system implementations, computer viruses, social-engineering attacks, personnel (including former personnel)

misconduct or error, supply-chain attacks, ransomware attacks, software bugs, software or hardware failure, security breaches, facility issues, natural disasters, terrorism, war, telecommunication failures, energy blackouts, loss, theft or similar threats, could have a material adverse impact on our operations, sales, and financial results. Such disruption or other compromise could result in a loss of our intellectual property or the release of sensitive competitive information or supplier, customer, personnel or other relevant stakeholder's personal data. 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. Any loss of such information could harm our competitive position, result in a loss of customer confidence, result in breaches of applicable obligations (such as laws and contracts) and cause us to incur significant costs to remedy the damages caused by any such disruptions or security breaches. Additionally, any failure to manage the collection, handling, transfer, or disposal of personal data of employees and customers may result in regulatory penalties, bans on processing personal data or orders not to use or destroy data, enforcement actions, remediation obligations, litigation, fines, and other actions.

We may experience attacks on our data and/or information systems, attempts to breach our security and attempts to introduce malicious software into our IT systems. 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 and "hacktivists," organized criminal threat actors, personnel (such as through theft or misuse), sophisticated nation states, and nation-state-supported actors. During times of war and other major conflicts, we and the third parties upon which we rely may be vulnerable to a heightened risk of these attacks. If attacks are successful, we may be unaware of the incident, its magnitude, or its effects until significant harm is done. Any such attack or disruption could result in additional costs related to rebuilding of our internal systems, defending litigation, responding to regulatory actions, or paying damages. Such attacks or disruptions could have a material adverse impact on our business, operations, and financial results. Attempts to gain unauthorized access to our IT systems or other attacks have in the past, in certain instances and to certain degrees, been successful (but have not caused significant harm), and may in the future be successful, and in some cases, we might be unaware of an incident or its magnitude and effects.

Third-party service providers, such as wafer foundries, assembly and test contractors, distributors and other vendors have access to certain portions of our and our customers' sensitive data. 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. In the event that these service providers do not adequately safeguard the data that they hold, security breaches and loss of data could result. Any such loss of data by our third-party service providers could negatively impact our business, operations, and financial results, as well as our relationship with our customers.

In particular, severe ransomware attacks are becoming increasingly prevalent and can lead to significant interruptions in our operations, ability to provide our products or services, 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.

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 designed to detect, mitigate, and remediate vulnerabilities in our information systems (such as our hardware and/or software, including that of third parties upon which we rely). We may not, however, detect and remediate all such vulnerabilities including on a timely and effective basis. Further, we may experience delays in developing and deploying remedial measures and patches designed to address identified vulnerabilities. Vulnerabilities could be exploited and result in a security incident.

We may expend significant resources or modify our business activities to try to protect against security incidents. Additionally, 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 data.

## **Risk Factors Related to Regulatory Matters and Compliance**

***To comply with environmental laws and regulations, we may need to modify our activities or incur substantial costs, and if we fail to comply with environmental regulations, we could be subject to substantial fines or be required to have our suppliers alter their processes.***

The semiconductor memory industry is subject to a variety of international, federal, state, and local governmental regulations directed at preventing or mitigating environmental harm, as well as to the storage, discharge, handling, generation, disposal and labeling of toxic or other hazardous substances. Failure to comply with environmental regulations could subject us to civil or criminal sanctions and property damage or personal injury claims. Compliance with current or future environmental laws and regulations could restrict our ability to expand our business or require us to modify processes or incur other substantial expenses which could harm our business. In response to environmental concerns, some customers and government agencies impose requirements for the elimination of hazardous substances, such as lead (which is widely used in soldering connections in the process of semiconductor packaging and assembly), from electronic equipment. For example, the European Union (EU) adopted its Restriction on Hazardous Substance Directive which prohibits, with specified exceptions, the sale in the EU market of new electrical and electronic equipment containing more than agreed levels of lead or other hazardous materials and China has enacted similar regulations. Environmental laws and regulations such as these could become more stringent over time, causing a need to redesign technologies, imposing greater compliance costs, and increasing risks and penalties associated with violations, which could seriously harm our business.

Increasing public attention has been focused on the environmental impact of electronic manufacturing operations. While we have not experienced any materially adverse effects on our operations from recently adopted environmental regulations, our business and results of operations could suffer if for any reason we fail to control the storage or use of, or to adequately restrict the discharge or disposal of, hazardous substances under present or future environmental regulations.

***Regulations related to “conflict minerals” may force us to incur additional expenses, may make our supply chain more complex and may result in damage to our reputation with customers.***

Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, the SEC has adopted requirements for companies that use certain minerals and metals, known as conflict minerals, in their products, whether or not these products are manufactured by third parties. These requirements require companies to perform diligence and disclose and report whether or not such minerals originate from the Democratic Republic of Congo and adjoining countries. These requirements could adversely affect the sourcing, availability and pricing of minerals used in the manufacture of our products, and affect our costs and relationships with customers, distributors, and suppliers as we must obtain additional information from them to ensure our compliance with the disclosure requirement. In addition, we incur additional costs in complying with the disclosure requirements, including costs related to determining the source of any of the relevant minerals and metals used in our products. Since our supply chain is complex, we have not been able to sufficiently verify the origins for these minerals and metals used in our products through the due diligence procedures that we implement, which may harm our reputation. In such event, we may also face difficulties in satisfying customers who require that all of the components of our products are certified as conflict mineral free and these customers may discontinue, or materially reduce, purchases of our products, which could result in a material adverse effect on our results of operations and our financial condition may be adversely affected.

***Our ability to use net operating losses to offset future taxable income may be subject to certain limitations.***

In general, under Section 382 of the U.S. Internal Revenue Code of 1986, as amended, or the Code, a corporation that undergoes an “ownership change” is subject to limitations on its ability to utilize its pre-change net operating losses, or NOLs, to offset future taxable income and tax credits to offset tax. As of December 31, 2024, we had gross federal net operating loss carryforwards of approximately \$89.2 million, of which \$53.2 million will expire in 2030 through 2037 if not utilized, and \$36 million that will carryover indefinitely. The Company experienced an ownership change in October 2016 and as a result, \$43.8 million of the federal NOLs are expected to expire unutilized due to limitation under IRC Section 382. Consistent with prior years, the NOLs expected to expire unutilized are included in the NOL carryforward amounts disclosed, subject to a valuation allowance. As of December 31, 2024, we had state net operating loss carryforwards of approximately \$48.3 million, of which \$45.5 million will expire in 2030 through 2040 if not utilized, and \$2.8 million that will carry over indefinitely. The federal NOLs generated prior to 2018 will continue to be governed

by the NOL tax rules as they existed prior to the adoption of the 2017 Tax Act, which means that generally they will expire 20 years after they were generated if not used prior thereto. The 2017 Tax Act repealed the 20-year carryforward and two-year carryback of NOLs originating after December 31, 2017 and also limits the NOL deduction to 80% of taxable income for tax years beginning after December 31, 2017. Any NOLs generated in 2018 and forward will be carried forward and will not expire. Future changes in our stock ownership, many of which are outside of our control, could result in additional ownership changes under IRC Section 382 of the Code. The ability to utilize our net operating losses and tax credits could also be impaired under state law. As a result, we might not be able to utilize a material portion of our state NOLs and tax credits.

### **Risks Related to Our Common Stock**

*We expect that the price of our common stock will fluctuate substantially.*

The market price of our common stock is likely to be highly volatile and may fluctuate substantially due to many factors, including:

- the introduction of new products or product enhancements by us or others in our industry;
- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures, capital commitments or restructurings;
- disputes or other developments with respect to our or others' intellectual property rights;
- product liability claims or other litigation;
- quarterly variations in our results of operations or those of others in our industry;
- sales of large blocks of our common stock, including sales by our executive officers and directors;
- changes in senior management or key personnel;
- changes in earnings estimates or recommendations by securities analysts; and
- general market conditions and other factors, including factors unrelated to our operating performance or the operating performance of our competitors, including the effects of health-related events or outbreaks and the military conflict between Russia and Ukraine.

Stock markets generally have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of those companies. Further, the semiconductor memory industry is highly cyclical, and our markets may experience significant cyclical fluctuations in demand as a result of changing economic conditions, budgeting and buying patterns of customers and other factors. Fluctuations in our revenue and operating results could also cause our stock price to decline.

In addition, in the past, class action litigation has often been instituted against companies whose securities have experienced periods of volatility in market price, or for other reasons. Securities litigation brought against us following volatility in our stock price or otherwise, regardless of the merit or ultimate results of such litigation, could result in substantial costs, which would hurt our financial condition and operating results and divert management's attention and resources from our business.

These and other factors may make the price of our stock volatile and subject to unexpected fluctuation.

***Provisions in our corporate charter documents and under Delaware law could make an acquisition of us more difficult and may prevent attempts by our stockholders to replace or remove our current management.***

Provisions in our amended and restated certificate of incorporation and our amended and restated bylaws may discourage, delay, or prevent a merger, acquisition, or other change in control of us that stockholders may consider favorable, including transactions in which stockholders might otherwise receive a premium for their shares. These provisions could also limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders

to replace members of our board of directors. Because our board of directors is responsible for appointing the members of our management team, these provisions could in turn affect any attempt by our stockholders to replace current members of our management team. Among others, these provisions include that:

- our board of directors has the right to expand the size of our board of directors and to elect directors to fill a vacancy created by the expansion of the board of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
- our stockholders may not act by written consent or call special stockholders' meetings; as a result, a holder, or holders, controlling a majority of our capital stock would not be able to take certain actions other than at annual stockholders' meetings or special stockholders' meetings called by the board of directors pursuant to a resolution adopted by a majority of the total number of authorized directors, the chairman of the board or the chief executive officer;
- our amended and restated certificate of incorporation prohibits cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the affirmative vote of holders of at least 66-2/3% of the voting power of all of the then outstanding shares of voting stock, voting as a single class, will be required (a) to amend certain provisions of our certificate of incorporation, including provisions relating to the size of the board, special meetings, actions by written consent and cumulative voting and (b) to amend or repeal our amended and restated bylaws, although such bylaws may be amended by a simple majority vote of our board of directors;
- stockholders must provide advance notice and additional disclosures to nominate individuals for election to the board of directors or to propose matters that can be acted upon at a stockholders' meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of our company; and
- our board of directors may issue, without stockholder approval, shares of undesignated preferred stock; the ability to issue undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to acquire us.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner.

***Our 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 substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.***

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law:

- any derivative action or proceeding brought on our behalf;
- any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee to us or our stockholders;
- any action asserting a claim against us arising under the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws; and
- any action asserting a claim against us that is governed by the internal-affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts,

among other considerations, our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. 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 there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

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, which may discourage lawsuits against us and our directors, officers, and other employees. 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 seriously harm our business.

### **General Risk Factors**

***We are subject to governmental export and import controls that could impair our ability to compete in international markets due to licensing requirements and subject us to liability if we are not in compliance with applicable laws.***

Our products are subject to various restrictions under U.S. export control and sanctions laws and regulations, including the U.S. Department of Commerce's Export Administration Regulations (EAR) and various economic and trade sanctions regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). These laws and regulations impose restrictions or prohibitions on the sale or supply of products and services to sanctioned countries, governments, persons and entities, and to persons engaged in restricted or prohibited end-uses.

Although we have taken precautions to protect against our products being exported or used in violation of law, we have inadvertently provided products and services to some customers in apparent violation of U.S. export control laws. In October 2024, we submitted to the U.S. Department of Commerce's Bureau of Industry and Security (BIS) an initial notification of voluntary self-disclosure concerning apparent violations. If we are found to be in violation of U.S. sanctions or export control regulations, it can result in significant fines or penalties and possible incarceration for responsible employees and managers, as well as reputational harm and loss of business. While we are working to implement additional controls designed to prevent similar occurrences in the future, these controls may not be fully effective.

Changes to our products, export control or import regulations, economic sanctions or related laws, shifts in the enforcement or scope of existing regulations or changes in the countries, governments, persons or technologies targeted by such regulations could decrease our ability to export or sell our products to existing or potential customers. Any of the foregoing could adversely affect our business, financial condition, results of operations and cash flows.

***Our business may be adversely impacted by natural disasters and other catastrophic events.***

Our operations and business, and those of our manufacturing partners, customers, distributors, or suppliers, can be disrupted by natural disasters; industrial accidents; public health-related events or outbreaks; cybersecurity incidents; interruptions of service from utilities, transportation, telecommunications, or IT systems providers; manufacturing equipment failures; or other catastrophic events. For example, some of our foundries and suppliers' facilities in Asia are located near known earthquake fault zones and, therefore, are vulnerable to damage from earthquakes. We are also vulnerable to damage from other types of disasters, such as power loss, fire, floods, and similar events. If any such natural disasters or other catastrophic events were to occur, our ability to operate our business could be seriously impaired. In addition, we may not have adequate insurance to cover our losses resulting from disasters or other similar significant business interruptions. Any significant losses that are not recoverable under our insurance policies could seriously impair our business and financial condition.

## **Item 1B. Unresolved Staff Comments**

None.

## **Item 1C. Cybersecurity**

### ***Risk Management and Strategy***

We implement and maintain various information security processes designed to identify, assess and manage material risks from cybersecurity threats to our critical computer networks, third-party hosted services, communications systems, hardware and software, products and our critical data, including intellectual property, confidential information that is proprietary, strategic or competitive in nature (collectively, Information Systems and Data).

Our Senior Director of Information Technology (IT), internal IT, information security and legal functions, and third-party service providers (collectively, Cybersecurity Team) help identify, assess and manage our cybersecurity threats and risks. Our Cybersecurity Team identifies and assesses risks from cybersecurity threats by monitoring and evaluating our threat environment. The Cybersecurity Team uses various methods designed to accomplish this task including, for example: manual tools, automated tools, subscribing to reports and services that identify cybersecurity threats, analyzing reports of threats and threat actors, scanning the threat environment, evaluating our and our industry's risk profile, maintaining policies designed to coordinate our efforts with law enforcement to respond to threats, internal and external audits, conducting threat assessments, conducting third party threat assessments, and conducting vulnerability assessments.

Depending on the relevant information systems environment, we implement and maintain various technical, physical, and organizational measures, processes, standards and policies designed to manage and mitigate material risks from cybersecurity threats to our Information Systems and Data, including, for example: an incident response strategy, incident detection and response measures, a vulnerability management policy, risk assessments, encryption of certain data, network security controls, data segregation, access controls, physical security controls, systems monitoring controls, personnel training, penetration testing, cybersecurity insurance, dedicated cybersecurity personnel, background checks for certain personnel, vendor management strategies, and asset management strategy (such as tracking and disposal of Company information systems).

Our assessment and management of material risks from cybersecurity threats are integrated into our overall risk management processes. For example, the Senior Director of IT works with management to prioritize our risk management processes and mitigate cybersecurity threats that are more likely to lead to a material impact to our business.

We use service providers in an effort to identify, assess, and manage material risks from cybersecurity threats, including for example: threat intelligence service providers, cybersecurity consultants, penetration testing firms, cybersecurity software providers, managed cybersecurity service providers, and professional services firms (including legal counsel).

We use service providers to perform a variety of functions throughout our business, such as application providers, hosting companies, and contract manufacturing organizations. We maintain a vendor management strategy designed to manage cybersecurity risks associated with our use of these providers. The strategy includes vendor risk assessments, security assessment reviews, and imposing information security contractual obligations on a vendor as appropriate. Depending on the nature of the services provided, the sensitivity of the Information Systems and Data at issue, and the identity of the provider, our vendor management strategy may involve different levels of assessment designed to help identify, mitigating and manage cybersecurity risks associated with a particular provider.

For a description of the risks from cybersecurity threats that may materially affect us and how they may do so, see our risk factors under Part 1. Item 1A. Risk Factors in this Annual Report on Form 10-K, including "Interruptions in or other compromises of our information technology systems or data or that of third parties upon whom we rely could adversely affect our business."

## ***Governance***

Our board of directors addresses our cybersecurity risk management as part of its general oversight function. The board of directors is responsible for overseeing our cybersecurity risk management processes, including oversight and mitigation of risks from cybersecurity threats.

Our cybersecurity risk assessment and management processes are implemented and maintained by certain members of our management, including our Senior Director of IT, the Chief Executive Officer, and the Chief Financial Officer. Our Senior Director of IT has approximately 25 years of experience in IT and cybersecurity.

Our cybersecurity incident response and vulnerability management policies are designed to escalate certain cybersecurity incidents and threats to management members depending on the circumstances, including the Chief Executive Officer and Chief Financial Officer. The Chief Executive Officer and Chief Financial Officer work with our incident response team in an effort to help us mitigate and remediate cybersecurity incidents of which they are notified. In addition, our management and its designees report to the board of directors for certain cybersecurity incidents.

The board of directors receives periodic reports from management and its designees concerning our significant cybersecurity threats and risks, and the processes we have implemented in an effort to address them. The board of directors also has access to various reports, summaries or presentations related to cybersecurity threats, risk, and mitigation.

## **Item 2. Properties**

We lease office space for our corporate headquarters located in Chandler, Arizona and for our design facility located in Austin, Texas. We also lease fabrication, lab, and office space for our manufacturing operations in Chandler, Arizona.

The Chandler, Arizona corporate headquarters lease is for 18,815 square feet of office and laboratory space, with an initial term that ends on January 31, 2029, and an option to renew the lease through January 31, 2034. The Austin, Texas lease is for 6,171 square feet of space for our design facility, with an initial term that ends on April 15, 2027, and an option to renew the lease through April 15, 2030. The Chandler, Arizona manufacturing operations lease is for 11,496 square feet of fabrication, lab, and office space and expires in January 2028.

We believe our existing facilities are well maintained and in good operating condition and they are adequate for our foreseeable business needs.

## **Item 3. Legal Proceedings**

From time to time, we may become involved in legal proceedings arising from the ordinary course of our business. Management is currently not aware of any matters that will have a material adverse effect on our financial position, results of operations or cash flows.

## **Item 4. Mine Safety Disclosures**

Not applicable.

## PART II

### **Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

#### **Trading Market for our Common Stock**

Our common stock has been listed on the Nasdaq Global Market under the symbol “MRAM” since October 7, 2016. Prior to that date, there was no public trading market for our common stock.

#### **Holders of Record**

As of February 24, 2025, we had 17 holders of record of our common stock. The actual number of stockholders is greater than this number of record holders, and includes stockholders who are beneficial owners, but whose shares are held in street name by brokers and other nominees. This number of holders of record also does not include stockholders whose shares may be held in trust by other entities.

#### **Dividends**

We have never declared or paid any cash dividends on our capital stock, and we do not currently intend to pay any cash dividends on our capital stock in the foreseeable future. We currently intend to retain all available funds and any future earnings to support operations and to finance the growth and development of our business. Any future determination to pay dividends will be made at the discretion of our board of directors subject to applicable laws, and will depend upon, among other factors, our results of operations, financial condition, contractual restrictions, and capital requirements. Our future ability to pay cash dividends on our capital stock may also be limited by the terms of any future debt or preferred securities or future credit facility.

#### **Item 6. [Reserved]**

## Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

*You should read the following discussion and analysis of our financial condition and results of operations together with our audited financial statements and related notes included elsewhere in this report. This discussion and other parts of this report contain forward-looking statements that involve risk and uncertainties, such as statements of our plans, objectives, expectations, and intentions. As a result of many factors, including those factors set forth in the “Risk Factors” section of this report, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.*

For an overview of our business, see “Part I – Item 1. Business.”

### Key Metrics

We monitor a variety of key financial metrics to help us evaluate trends, establish budgets, measure the effectiveness of our business strategies, and assess operational efficiencies. These financial metrics include revenue, gross margin, operating expenses, and operating income determined in accordance with generally accepted accounting principles in the United States (GAAP). Additionally, we monitor and project cash flow to determine our sources and uses for working capital to fund our operations. We also monitor Adjusted EBITDA, a non-GAAP financial measure, and design wins. We define Adjusted EBITDA as net income or loss adjusted for interest expense, taxes, depreciation and amortization, stock-based compensation expense, and restructuring costs, if any.

*Adjusted EBITDA.* Our management and board of directors use Adjusted EBITDA to understand and evaluate our operating performance and trends, to prepare and approve our annual budget and to develop short-term and long-term operating and financing plans. Accordingly, we believe that Adjusted EBITDA provides useful information for investors in understanding and evaluating our operating results in the same manner as our management and our board of directors. Adjusted EBITDA is a non-GAAP financial measure and should be considered in addition to, not as superior to, or as a substitute for, net income reported in accordance with GAAP. The following table presents a reconciliation of net income, the most directly comparable GAAP measure, to Adjusted EBITDA for the periods indicated:

	Year Ended December 31,	
	2024	2023
	(in thousands)	
<b>Adjusted EBITDA reconciliation:</b>		
Net income	\$ 781	\$ 9,052
Depreciation and amortization	1,731	1,205
Stock-based compensation expense	6,713	5,005
Interest expense	—	63
Income tax benefit	(40)	(16)
Adjusted EBITDA	<u>\$ 9,185</u>	<u>\$ 15,309</u>

Our Adjusted EBITDA for the year ended December 31, 2023 includes a one-time employee retention tax credit received of \$2.0 million in the second quarter of 2023.

*Design wins.* To continue to grow our revenue, we must continue to achieve design wins for our MRAM products. We consider a design win to occur when an OEM or contract manufacturer notifies us that it has qualified one of our products as a component in a product or system for production. Because the life cycles for our customers’ products can last for many years, if these products have successful commercial introductions, we expect to continue to generate revenues over an extended period of time for each successful design win. New design wins in each successive quarter of 2024 were 31, 44, 50, and 53, respectively, compared to 66, 62, 37, and 52 in each successive quarter of 2023, respectively.

## Effect of Health-Related Outbreaks on Our Business

Our global operations expose us to risks arising from public health crises and health-related outbreaks. These crises and outbreaks can adversely affect global economies and financial markets, which have the potential to negatively impact our operations and financial condition.

The ultimate extent of the impact of health-related events on our business, results of operations and financial condition will depend on future developments, which are highly uncertain, continuously evolving and cannot be predicted. See “Risk Factors” in Part I, Item 1A of this report for additional risks we face due to health-related events.

## Results of Operations

Below are factors we want to highlight for understanding our 2024 annual results and year-over-year comparison with proper historical perspective:

- The first half of 2024 was impacted by supply chain challenges that were overcome in the second half of the year as the industry reverted to pre-health-related outbreak seasonal patterns.
- Our commitment to improving our manufacturing excellence enabled us to drive yield improvements within our internal and external foundries network to sustain and improve existing product margins.

The following table sets forth our results of operations for the periods indicated:

	Year Ended December 31,			
	2024	2023	2024	2023
	(In thousands)		(As a percentage of revenue)	
Product sales	\$ 42,203	\$ 53,123	84 %	83 %
Licensing, royalty, patent, and other revenue	8,199	10,642	16	17
Total revenue	50,402	63,765	100	100
Cost of product sales	22,812	24,693	45	39
Cost of licensing, royalty, patent, and other revenue	1,464	1,827	3	3
Total cost of sales	24,276	26,520	48	42
Gross profit	26,126	37,245	52	58
Operating expenses:				
Research and development	13,686	11,776	27	19
General and administrative	14,141	14,296	28	22
Sales and marketing	5,390	5,288	11	8
Total operating expenses	33,217	31,360	66	49
(Loss) income from operations	(7,091)	5,885	(14)	9
Interest expense	—	(63)	—	—
Other income, net	7,832	3,214	16	5
Net income before income taxes	741	9,036	2	14
Income tax benefit	40	16	—	—
Net income	\$ 781	\$ 9,052	2 %	14 %

## Comparison of the Years Ended December 31, 2024 and 2023

### Revenue

We generated 79% and 78% of our revenue from products sold through distributors for the years ended December 31, 2024 and 2023, respectively.

We maintain a direct selling relationship, for strategic purposes, with several key customer accounts. We have organized our sales team and representatives into three primary regions: Asia-Pacific (APAC); North America; and Europe, Middle East and Africa (EMEA). We recognize revenue by geography based on the region in which our products are sold, and not to where the end products in which they are assembled are shipped. Our revenue by region for the periods indicated was as follows (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2024</u>	<u>2023</u>
APAC	\$ 28,688	\$ 33,096
North America	10,710	15,922
EMEA	11,004	14,747
Total revenue	<u>\$ 50,402</u>	<u>\$ 63,765</u>

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2024</u>	<u>2023</u>	<u>Amount</u>	<u>%</u>
	<b>(Dollars in thousands)</b>			
Product sales	\$ 42,203	\$ 53,123	\$ (10,920)	(20.6)%
Licensing, royalty, patent, and other revenue	8,199	10,642	(2,443)	(23.0)%
Total revenue	<u>\$ 50,402</u>	<u>\$ 63,765</u>	<u>\$ (13,363)</u>	<u>(21.0)%</u>

Total revenue decreased by \$13.4 million, or 21.0%, from \$63.8 million during the year ended December 31, 2023, to \$50.4 million during the year ended December 31, 2024. The decrease was primarily due to a decrease in product sales of \$10.9 million due to timing of customer demand.

Licensing, royalty, patent, and other revenue is a highly variable revenue item characterized by a small number of transactions annually with revenue based on size and terms of each transaction. We estimate royalty revenue earned throughout the year, with an annual adjustment recognized for actual sales in the first quarter of each fiscal year. Licensing, royalty, patent, and other revenue decreased by \$2.4 million, from \$10.6 million during the year ended December 31, 2023, to \$8.2 million during the year ended December 31, 2024. The decrease was primarily due to the progression of our contractual agreements with customers for the development of RAD-Hard products, along with the conclusion of a contractual arrangement with a customer for the development of reliability models for strategic radiation hardened toggle MRAM. There were no patent sales during the year ended December 31, 2024.

#### *Cost of Sales and Gross Margin*

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2024</u>	<u>2023</u>	<u>Amount</u>	<u>%</u>
	<b>(Dollars in thousands)</b>			
Cost of sales	\$ 22,812	\$ 24,693	\$ (1,881)	(7.6)%
Cost of licensing, royalty, patent, and other revenue	1,464	1,827	(363)	(19.9)%
Total cost of sales	<u>\$ 24,276</u>	<u>\$ 26,520</u>	<u>\$ (2,244)</u>	<u>(8.5)%</u>
Gross margin	51.8 %	58.4 %	*	*

Cost of product sales decreased by \$1.9 million, or 7.6%, from \$24.7 million during the year ended December 31, 2023, to \$22.8 million during the year ended December 31, 2024. The change was primarily due to a reduction in product sales compared to the prior year, offset in part by increased yields on our toggle products.

Cost of licensing, royalty, patent, and other revenue decreased by \$0.4 million, or 19.9%, from \$1.8 million during the year ended December 31, 2023, to \$1.5 million during the year ended December 31, 2024. The change was due to a decrease in licensing costs related to labor and materials associated with the progression of our RAD-Hard projects.

Our gross margin decreased from 58.4% during the year ended December 31, 2023, to 51.8% during the year ended December 31, 2024. Our gross margin decreased as a result of a shift in product mix, a decrease in FAB loadings, and a decrease in licensing revenue partially offset by increased yields on our toggle products.

*Operating Expenses*

Our operating expenses consist of research and development, general and administrative and sales and marketing expenses. Personnel-related expenses, including salaries, benefits, bonuses, and stock-based compensation, are among the most significant component of each of our operating expense categories.

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2024</u>	<u>2023</u>	<u>Amount</u>	<u>%</u>
	(Dollars in thousands)			
Research and development	\$ 13,686	\$ 11,776	\$ 1,910	16.2 %
Research and development as a % of revenue	27 %	19 %		

*Research and Development Expenses.* Research and development expenses increased by \$1.9 million, or 16.2%, from \$11.8 million during the year ended December 31, 2023, to \$13.7 million during the year ended December 31, 2024. The change was primarily due to the development and enhancement of our new Extended Serial Peripheral Interface (xSPI) family of STT-MRAM products, which offer high-performance, multiple I/O, SPI-compatibility and feature a high-speed, low pin count SPI compatible interface, and increases in share-based compensation.

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2024</u>	<u>2023</u>	<u>Amount</u>	<u>%</u>
	(Dollars in thousands)			
General and administrative	\$ 14,141	\$ 14,296	\$ (155)	(1.1)%
General and administrative as a % of revenue	28 %	22 %		

*General and Administrative Expenses.* General and administrative expenses decreased by \$0.2 million, or 1.1%, from \$14.3 million during the year ended December 31, 2023, to \$14.1 million during the year ended December 31, 2024. The change was primarily driven by a reduction in professional services.

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2024</u>	<u>2023</u>	<u>Amount</u>	<u>%</u>
	(Dollars in thousands)			
Sales and marketing	\$ 5,390	\$ 5,288	\$ 102	1.9 %
Sales and marketing as a % of revenue	11 %	8 %		

*Sales and Marketing Expenses.* Sales and marketing expenses increased by \$0.1 million, or 1.9%, from \$5.3 million during the year ended December 31, 2023, to \$5.4 million during the year ended December 31, 2024. The change was primarily due to an increase in headcount and contract labor, partially offset by lower variable compensation costs.

*Interest Expense*

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2024</u>	<u>2023</u>	<u>Amount</u>	<u>%</u>
	(Dollars in thousands)			
Interest expense	\$ —	\$ 63	\$ (63)	(100.0)%

Interest expense decreased by \$0.1 million, or 100.0%, from \$0.1 million during the year ended December 31, 2023, to zero during the year ended December 31, 2024. The change was due to having no outstanding balance under our 2019 Credit Facility as we paid off the outstanding balance in full in March 2023, resulting in no interest incurred during 2024 after the outstanding balance was paid in full.

*Other Income, Net*

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2024</u>	<u>2023</u>	<u>Amount</u>	<u>%</u>
Other income, net	\$ 7,832	\$ 3,214	\$ 4,618	143.7 %

Other income, net increased by \$4.6 million, from \$3.2 million during the year ended December 31, 2023, to \$7.8 million during the year ended December 31, 2024. The change was primarily due to other income of \$6.1 million recognized from a strategic award received by the Company to develop a long-term plan to provide manufacturing services for aerospace and defense segments, a change in interest income earned on the money market cash account as a result of a change in cash balances, along with the non-recurrence of a loss on prepayment and termination of our 2019 Credit Facility, offset by non-recurrence of the employee retention tax credit of \$2.0 million received during the second quarter of 2023.

**Liquidity and Capital Resources**

As of December 31, 2024, we had \$42.1 million of cash and cash equivalents, compared to \$36.9 million as of December 31, 2023. As of December 31, 2024, we have no outstanding debt as we paid off our 2019 Credit Facility in full in March 2023. We believe our cash and cash equivalents are sufficient to meet our anticipated capital requirements in the next 12 months. Our future capital requirements will depend on many factors, including, among other things, our growth rate, the timing and extent of our spending to support research and development activities, the timing and cost of establishing additional sales and marketing capabilities, and the introduction of new products.

Additionally, see “Credit Facilities” below for information regarding our debt financing.

**Cash Flows**

The following table summarizes our cash flows for the periods indicated (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2024</u>	<u>2023</u>
	<u>(In thousands)</u>	
Cash provided by operating activities	\$ 7,099	\$ 13,128
Cash used in investing activities	(3,060)	(1,385)
Cash provided by (used in) financing activities	1,112	(1,592)

**Cash Flows from Operating Activities**

During the year ended December 31, 2024, cash provided by operating activities was \$7.1 million, which consisted of net income of \$0.8 million, non-cash charges of \$8.4 million and changes in net operating assets and liabilities of \$2.1 million. The non-cash charges primarily consisted of stock-based compensation of \$6.7 million and depreciation and amortization of \$1.7 million. The change in our net operating assets and liabilities was primarily due to an increase in contract obligations of \$2.0 million due to contracts the Company entered into in the third quarter of 2024, an increase in accounts receivable of \$0.2 million due to timing of cash receipts for outstanding balances, an increase in inventory of \$0.7 million to meet anticipated production volumes, an increase in prepaid and other current assets of \$0.3 million, an increase in other assets of \$0.5 million, a decrease in accounts payable of \$0.4 million, a decrease in accrued liabilities of \$1.9 million, and a decrease in deferred revenue of \$0.3 million.

During the year ended December 31, 2023, cash provided by operating activities was \$13.1 million, which consisted of net income of \$9.1 million, non-cash charges of \$6.4 million and changes in net operating assets and liabilities of \$2.3 million. The non-cash charges primarily consisted of stock-based compensation of \$5.0 million, depreciation and amortization of \$1.2 million, and a loss on prepayment and termination of our 2019 credit facility of \$0.2 million. The change in our net operating assets and liabilities was primarily due to an increase in accounts receivable of \$0.9 million due to timing of cash receipts for outstanding balances, an increase in inventory of \$1.7 million to meet anticipated production volumes, an increase in prepaid and other current assets of \$0.4 million, an

increase in other assets of \$0.2 million, an increase in accounts payable of \$0.5 million, an increase in accrued liabilities of \$0.8 million, and a decrease in deferred revenue of \$0.5 million.

#### ***Cash Flows from Investing Activities***

During the year ended December 31, 2024, cash used in investing activities was \$3.1 million, which consisted of capital expenditures primarily for the purchase of manufacturing equipment and purchased software.

During the year ended December 31, 2023, cash used in investing activities was \$1.4 million, which consisted of capital expenditures primarily for the purchase of manufacturing equipment offset by a nominal amount in proceeds received on the sale of property and equipment.

#### **Cash Flows from Financing Activities**

During the year ended December 31, 2024, cash provided by financing activities was \$1.1 million, which consisted of proceeds from stock option exercises and purchases of shares under our employee stock purchase plan.

During the year ended December 31, 2023, cash used in financing activities was \$1.6 million, which primarily consisted of \$2.8 million of payments to pay off our 2019 Credit Facility offset by \$1.2 million in proceeds from stock option exercises and purchases of shares under our employee stock purchase plan.

#### **Critical Accounting Policies and Significant Judgements and Estimates**

Our financial statements have been prepared in accordance with U.S. GAAP. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenue generated and expenses incurred during the reporting periods. We base our estimates on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

#### ***Revenue Recognition***

We recognize revenue when a customer obtains control of the promised products or services, in an amount that reflects the consideration we expect to receive in exchange for those products or services. We recognize revenue net of allowances for returns and price concessions, and any taxes imposed on revenue transactions, which are subsequently remitted to governmental authorities.

#### *Nature of Products and Services*

We derive our revenue from the sale of MRAM-based products in discrete unit form, licenses of and royalties on our MRAM and magnetic sensor technology, the sale of backend foundry services, and design services to third parties. We recognize sales of products in discrete unit form at a point in time, revenue related to licensing agreements when we have delivered control of the technology, revenue related to royalty agreements in the period in which sales generated from products sold using our technology occurs, sales of backend foundry services over time, and design services to third parties either at a point in time or over time, depending on the nature of the services.

#### *Product Revenue*

For products sold in their discrete form, we either sell our products directly to OEMs, ODMs, contract manufacturers (CMs), or through a network of distributors, who in turn sell to those customers. For sales directly to OEMs, ODMs and CMs, we recognize revenue when the OEM, ODM or CM obtains control of the product, which occurs at a point in time, generally upon shipment to the customer.

From time to time, we may provide distributors with price adjustments subsequent to the delivery of product to them and such amounts are dependent on the end customer and product sales price. Price adjustments can be based on a variety of factors, including customer, product, quantity, geography, and competitive differentiation. Price protection rights grant distributors the right to a credit in the event of declines in the price of our products. Under these circumstances, we remit back to the distributor a portion of their original purchase price after the resale transaction is completed in the form of a credit against the distributors' outstanding accounts receivable balance. The credits are on a per unit basis and are not given to the distributor until the distributor provides information regarding the sale to their end customer. We estimate these credits and record such estimates in the same period the related revenue is recognized, resulting in a reduction of product revenue and the establishment of an allowance for price adjustments for amounts due to distributors. We estimate credits to distributors based on the historical rate of credits provided to distributors relative to sales and evaluation of current market conditions. Revenue on shipments to distributors is recorded when control of the products has been transferred to the distributor.

We estimate the amount of our product sales that may be returned by our customers and record this estimate as a reduction of revenue in the period the related product revenue is recognized. We estimate our product return liability by analyzing our historical returns, current economic trends and changes in customer demand and acceptance of products. We have received insignificant returns to date and believe that returns of our products will continue to be minimal.

Upon the transfer of control, generally at shipment, we record a trade receivable for the selling price as there is a legally enforceable obligation of the distributor to pay for the product delivered, an allowance is recorded for the estimated discount that will be provided to the distributor, and the net of these amounts is recorded as revenue on the statements of income and comprehensive income.

#### *License Revenue*

For licenses of technology, recognition of revenue is dependent upon whether we have delivered rights to the technology, and whether there are future performance obligations under the contract. In some instances, the license agreements call for future events or activities to occur in order for milestone amounts to become due from the customer. The terms of such agreements include payment to us of one or more of the following: non-refundable upfront fees; and royalties on net sales of licensed products. Historically, these license agreements have not included other future performance obligations once the license has been transferred to the customer.

We recognize revenue from non-refundable upfront payments when the license is transferred to the customer and we have no other performance obligations.

We also have entered into multiple contractual agreements with customers for the development of a RAD-Hard product, consisting of a technology license, a design license agreement and development contract and for the development of a strategic radiation hardened field programmable gate array product, consisting of a technology license to provide design and development services under the contractual agreements. We applied a five-step approach in determining the amount and timing of revenue to be recognized: (1) identifying the contract with a customer; (2) identifying the performance obligations in the contract; (3) determining the transaction price; (4) allocating the transaction price to the performance obligations in the contract; and (5) recognizing revenue when the performance obligation is satisfied.

We concluded these contractual arrangements represent one arrangement and evaluated our promises to the customer and whether the performance obligations granted under the arrangement were distinct. The licenses provided to the customer are not transferable, are of limited value without the promised development services, and the customer cannot benefit from the license agreements without the specific obligated services in the development subcontract, as there is strong interdependence between the licenses and the development subcontract. Accordingly, we determined the licenses were not distinct within the context of the contract and combined the license with other performance obligations.

As a result, we are recognizing revenue related to the performance obligations over time using the input method based on costs incurred to date relative to the total expected costs of the contract over the performance obligation period.

### ***Inventory***

We record inventories at the lower of cost, determined on a first-in, first-out basis or net realizable value. We write down inventory for estimated excess or obsolete inventory equal to the difference between cost and estimated net realizable value. Inventory write downs establish a new cost basis for inventory and charges are not subsequently reversed even if circumstances subsequently indicate that increased carrying amounts are recoverable. In estimating these reserves, our evaluation takes into consideration historical and expected future demand considering current market conditions and trends, the effect new products may have on the sale of existing products, technological obsolescence, and other factors. We record inventory write-downs for the valuation of inventory when required based on our analyses and any write-downs result in a new cost basis for the affected item.

### **Recent Accounting Pronouncements**

See Note 2 in the accompanying Notes to Financial Statements in Part II, Item 8 of this Annual Report on Form 10-K for more information about recent accounting pronouncements, the timing of their adoption, and our assessment, to the extent we have made one yet, of their potential impact on our financial condition of results of operations.

### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

Not required for a smaller reporting company.

**Item 8. Financial Statements and Supplementary Data**

**EVERSPIN TECHNOLOGIES, INC.**

**INDEX TO FINANCIAL STATEMENTS**

	<u>Page</u>
<a href="#">Report of Independent Registered Public Accounting Firm</a> (PCAOB ID 42)	36
Financial Statements:	
<a href="#">Balance Sheets</a>	38
<a href="#">Statements of Income and Comprehensive Income</a>	39
<a href="#">Statements of Stockholders' Equity</a>	40
<a href="#">Statements of Cash Flows</a>	41
<a href="#">Notes to Financial Statements</a>	42

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Everspin Technologies, Inc.

### Opinion on the Financial Statements

We have audited the accompanying balance sheets of Everspin Technologies, Inc. (the Company) as of December 31, 2024 and 2023, the related statements of income and comprehensive income, stockholders' equity, and cash flows for each of the two years in the period ended December 31, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

### **Accounting for Inventory**

*Description of the Matter* As discussed in Note 2 to the financial statements, Inventory is valued at the lower of cost or net realizable value. At December 31, 2024, the Company's inventory balance was \$9.1 million.

Auditing the Company's accounting for inventory was challenging and complex primarily due to the high volume of transactions and multiple data sources involved in the initiation, processing, and recording of inventory transactions. The data sources include information received from the Company's third-party suppliers involved in the manufacturing process.

*How We Addressed the Matter in Our Audit* To test the Company's accounting for inventory, we performed audit procedures that included, among others, performing direct confirmations of inventory held at third-party suppliers, and testing a sample of inventory transactions and manufacturing costs incurred during the year to evaluate the cost of inventory.

### **Accounting for the strategic award in Other income, net**

*Description of the Matter* As discussed in Note 3 to the financial statements, the Company received a strategic award and entered an arrangement to develop a long-term plan to sustain its manufacturing operations for applications in the aerospace and defense segments. The Company expects to receive approximately \$14.6 million as it performs under the arrangement.

Auditing the Company's accounting for this arrangement was especially challenging due to the complex and highly judgmental nature of evaluating its terms and the Company's analogies to the revenue accounting guidance.

*How We Addressed the Matter in Our Audit* To test the Company's accounting for the arrangement, we performed audit procedures that included, among others, inspecting the contract and related source documentation that establish the performance requirements and assessing whether management's analogies to the revenue literature was a consistent and rational application of accounting policy.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2008.

Phoenix, Arizona  
February 27, 2025

**EVERSPIN TECHNOLOGIES, INC.**  
**Balance Sheets**  
(In thousands, except share and per share amounts)

	December 31, 2024	December 31, 2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 42,097	\$ 36,946
Accounts receivable, net	11,722	11,554
Inventory	9,110	8,391
Prepaid expenses and other current assets	1,272	988
Total current assets	64,201	57,879
Property and equipment, net	3,220	3,717
Intangible assets, net	3,416	—
Right-of-use assets	4,549	5,495
Other assets	2,403	212
Total assets	<u>\$ 77,789</u>	<u>\$ 67,303</u>
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 2,278	\$ 2,916
Accrued liabilities	2,449	4,336
Deferred revenue	78	336
Lease liabilities, current portion	1,306	1,190
Contract obligations	2,034	—
Software liabilities, current portion	1,769	—
Total current liabilities	9,914	8,778
Lease liabilities, net of current portion	3,336	4,390
Software liabilities, net of current portion	1,784	—
Long-term income tax liability	162	214
Total liabilities	<u>\$ 15,196</u>	<u>\$ 13,382</u>
Commitments and contingencies (Note 5)		
Stockholders' equity:		
Preferred stock, \$0.0001 par value per share; 5,000,000 shares authorized; no shares issued and outstanding as of December 31, 2024 and 2023, respectively	—	—
Common stock, \$0.0001 par value per share; 100,000,000 shares authorized; 22,059,697 and 21,080,472 shares issued and outstanding as of December 31, 2024 and 2023, respectively	2	2
Additional paid-in capital	199,460	191,569
Accumulated deficit	(136,869)	(137,650)
Total stockholders' equity	62,593	53,921
Total liabilities and stockholders' equity	<u>\$ 77,789</u>	<u>\$ 67,303</u>

The accompanying notes are an integral part of these financial statements.

**EVERSPIN TECHNOLOGIES, INC.**  
**Statements of Income and Comprehensive Income**  
**(In thousands, except share and per share amounts)**

	<b>Year Ended December 31,</b>	
	<b>2024</b>	<b>2023</b>
Product sales	\$ 42,203	\$ 53,123
Licensing, royalty, patent, and other revenue	8,199	10,642
Total revenue	50,402	63,765
Cost of product sales	22,812	24,693
Cost of licensing, royalty, patent, and other revenue	1,464	1,827
Total cost of sales	24,276	26,520
Gross profit	26,126	37,245
Operating expenses:		
Research and development	13,686	11,776
General and administrative	14,141	14,296
Sales and marketing	5,390	5,288
Total operating expenses	33,217	31,360
(Loss) income from operations	(7,091)	5,885
Interest expense	—	(63)
Other income, net	7,832	3,214
Net income before income taxes	741	9,036
Income tax benefit	40	16
Net income and comprehensive income	\$ 781	\$ 9,052
Net income per common share:		
Basic	\$ 0.04	\$ 0.44
Diluted	\$ 0.04	\$ 0.42
Weighted average shares of common stock outstanding:		
Basic	21,642,793	20,748,302
Diluted	22,156,420	21,367,304

The accompanying notes are an integral part of these financial statements.

**EVERSPIN TECHNOLOGIES, INC.**  
**Statements of Stockholders' Equity**  
**(In thousands, except share amounts)**

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
Balance at December 31, 2022	20,374,288	\$ 2	\$ 185,364	\$ (146,702)	\$ 38,664
Issuance of common stock under stock incentive plans and exercise of stock options	705,948	—	1,198	—	1,198
Exercise of warrants	236	—	2	—	2
Stock-based compensation expense	—	—	5,005	—	5,005
Net income	—	—	—	9,052	9,052
Balance at December 31, 2023	21,080,472	\$ 2	\$ 191,569	\$ (137,650)	\$ 53,921
Issuance of common stock under stock incentive plans and exercise of stock options	979,225	—	1,178	—	1,178
Stock-based compensation expense	—	—	6,713	—	6,713
Net income	—	—	—	781	781
Balance at December 31, 2024	<u>22,059,697</u>	<u>\$ 2</u>	<u>\$ 199,460</u>	<u>\$ (136,869)</u>	<u>\$ 62,593</u>

The accompanying notes are an integral part of these financial statements.

**EVERSPIN TECHNOLOGIES, INC.**  
**Statements of Cash Flows**  
(In thousands)

	Year Ended December 31,	
	2024	2023
<b>Cash flows from operating activities</b>		
Net income	\$ 781	\$ 9,052
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	1,731	1,205
Gain on sale of property and equipment	—	(15)
Stock-based compensation	6,713	5,005
Loss on prepayment and termination of credit facility	—	170
Non-cash warrant revaluation	—	(25)
Non-cash interest expense	—	26
Changes in operating assets and liabilities:		
Accounts receivable	(168)	(889)
Inventory	(719)	(1,708)
Prepaid expenses and other current assets	(284)	(384)
Other assets	(492)	(150)
Accounts payable	(374)	499
Accrued liabilities	(1,939)	803
Deferred revenue	(258)	(485)
Contract obligations	2,034	—
Lease liabilities, net	74	24
Net cash provided by operating activities	7,099	13,128
<b>Cash flows from investing activities</b>		
Purchases of property and equipment	(3,049)	(1,404)
Purchases of intangible assets	(11)	—
Proceeds received from sale of property and equipment	—	19
Net cash used in investing activities	(3,060)	(1,385)
<b>Cash flows from financing activities</b>		
Payments on long-term debt	—	(2,790)
Proceeds from exercise of stock options and purchase of shares in employee stock purchase plan	1,178	1,198
Payments on finance leases	(66)	—
Net cash provided by (used in) financing activities	1,112	(1,592)
Net increase in cash and cash equivalents	5,151	10,151
Cash and cash equivalents at beginning of period	36,946	26,795
Cash and cash equivalents at end of period	\$ 42,097	\$ 36,946
<b>Supplementary cash flow information:</b>		
Interest paid	\$ —	\$ 37
Cash paid for taxes	\$ 202	\$ —
Operating cash flows paid for operating leases	\$ 1,399	\$ 1,384
Financing cash flows paid for finance leases	\$ 66	\$ 12
<b>Non-cash investing and financing activities:</b>		
Internal-use software asset obtained in exchange for software liabilities	\$ 3,564	\$ —
Right-of-use assets obtained in exchange for finance lease liabilities	\$ 297	\$ —
Purchases of property and equipment in accounts payable and accrued liabilities	\$ 182	\$ 446
Cashless exercise of warrants	\$ —	\$ 2

The accompanying notes are an integral part of these financial statements.

**EVERSPIN TECHNOLOGIES, INC.**  
**Notes to Financial Statements**

**1. Organization and Operations**

Everspin Technologies, Inc. (“we”, “our”, “us”, “Everspin Technologies”, “Everspin”, or the “Company”) was incorporated in Delaware on May 16, 2008. The Company’s magnetoresistive random access memory (MRAM) solutions offer the persistence of non-volatile memory with the speed and endurance of random access memory (RAM) and enable the protection of mission critical data particularly in the event of power interruption or failure. The Company’s MRAM solutions allow its customers in key markets, such as industrial, medical, automotive/transportation, aerospace, and data center, to design high performance, power-efficient and reliable systems without the need for bulky batteries or capacitors.

**2. Summary of Significant Accounting Policies**

*Use of Estimates*

The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an ongoing basis, management evaluates its estimates, including those related to revenue recognition, fair value of assets and liabilities, inventory net realizable value, deferred tax assets and related valuation allowances, and stock-based compensation. The Company believes its estimates and assumptions are reasonable; however, actual results may differ from the Company’s estimates.

*Segment Information*

The Company’s MRAM technology solutions are sold as products and services through MRAM-based products, licenses and royalties of MRAM and magnetic sensor technology and backend foundry and design services. The Company identifies and manages the business activities in one reportable segment. Everspin’s Chief Executive Officer is the Chief Operating Decision Maker (CODM). The CODM utilizes the Company’s long-range plan, which includes product development roadmaps and long-range financial models, as a key input to resource allocation. The CODM makes decisions on resource allocation, assesses performance of the business, and monitors budget versus actual results using net income.

Significant segment expenses within net income are those separately presented on the Company’s Statements of Income and Comprehensive Income, which include cost of revenue, research and development, and selling, general and administrative expenses.

*Cash and Cash Equivalents*

The Company considers all highly liquid, short-term investments with maturity dates of 90 days or less at the date of purchase to be cash equivalents. The Company’s cash equivalents consist solely of money market funds.

*Accounts Receivable, Net*

Accounts receivable are recorded at the invoiced amount and do not bear interest. The Company generally does not require collateral or other security in support of accounts receivable. Allowances would be provided for individual accounts receivable when the Company becomes aware of a customer’s inability to meet its financial obligations, such as in the case of bankruptcy, deterioration in the customer’s operating results or change in financial position. If circumstances related to customers change, estimates of the recoverability of receivables would be further adjusted. The Company also considers a number of factors in evaluating the sufficiency of its allowance for doubtful accounts, including the length of time receivables are past due, significant one-time events, creditworthiness of customers and historical experience. Account balances would be charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company’s evaluation determined that no material allowance for doubtful accounts was necessary at December 31, 2024 and 2023.

The unbilled accounts receivable is an estimate of the unconditional consideration to which the Company expects to be entitled for uses of the Company’s intellectual property. The Company’s right is unconditional because nothing other than the passage of time is required before payment of the amounts are due. Certain customers report on a lagged basis and actual information is not available timely. The estimates recorded are based on historical trends in the customer’s usage and current market conditions. At December 31, 2024 and 2023, the unbilled accounts receivable balance was \$0.2 million and \$0.5 million, respectively. The Company’s unbilled conditional consideration is recorded to a contract asset account included in Prepaid Expenses and Other Current Assets. The conditions to the Company’s right to the consideration can include a contractual requirement to satisfy a performance obligation that has not yet begun or for which performance is in process as of the balance sheet date. At December 31, 2024 and 2023, the unbilled contract asset balance was \$0.5 million and none, respectively.

The Company establishes an allowance for product returns. The Company analyzes historical returns, current economic trends and changes in customer demand and acceptance of products when evaluating the adequacy of sales returns. Returns are processed as credits on future purchases and, as a result, the allowance is recorded against the balance of trade accounts receivable. In addition, the Company from time to time may establish an allowance for estimated price adjustments related to its distributor agreements. The Company estimates credits to distributors based on the historical rate of credits provided to distributors relative to sales and evaluation of current market conditions. At December 31, 2024 and 2023, the allowance for product returns and price adjustments was \$0.4 million and \$0.4 million, respectively.

Accounts receivable, net consisted of the following (in thousands):

	December 31, 2024	December 31, 2023
Trade accounts receivable	\$ 11,944	\$ 11,489
Unbilled accounts receivable	187	475
Allowance for product returns and price adjustments	(409)	(410)
Accounts receivable, net	<u>\$ 11,722</u>	<u>\$ 11,554</u>

**Concentration of Credit Risk**

Financial instruments that potentially expose the Company to a concentration of credit risk consist principally of cash and cash equivalents that are held by a financial institution in the United States and accounts receivable. Amounts on deposit with a financial institution may at times exceed federally insured limits.

Significant customers are those which represent more than 10% of the Company’s total revenue or net accounts receivable balance at each respective balance sheet date. For the purposes of this disclosure, the Company defines “customer” as the entity that is purchasing the products or licenses directly from the Company, which includes the distributors of the Company’s products in addition to end customers that the Company sells to directly. For each significant customer, revenue as a percentage of total revenue and accounts receivable as a percentage of total accounts receivable, net are as follows:

Customers	Revenue		Accounts Receivable	
	Year Ended December 31,		As of December 31,	
	2024	2023	2024	2023
Customer A	*	15 %	*	13 %
Customer B	*	12 %	*	*
Customer C	*	11 %	*	22 %
Customer D	27 %	17 %	61 %	37 %

\* Less than 10%

**Inventory**

Inventory is valued at the lower of cost, using the first-in, first-out or specific identification method, or net realizable value. The carrying value of inventory is adjusted for excess and obsolescence based on the Company’s

evaluation which takes into consideration historical and expected future demand, the effect new products may have on the sale of existing products, technological obsolescence, and other factors including inventory age and shipment. At the point of loss recognition, a new lower cost basis for that inventory is established and subsequent changes in facts and circumstances do not result in the restoration or increase in that new cost basis.

**Fair Value of Financial Instruments**

Fair value is defined as an exit price, representing the amount that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants. The framework for measuring fair value provides a three-tier hierarchy prioritizing inputs to valuation techniques used in measuring fair value as follows:

*Level 1*— Observable inputs such as quoted prices for identical assets or liabilities in active markets;

*Level 2*— Inputs, other than quoted prices for identical assets or liabilities in active markets, which are observable either directly or indirectly; and

*Level 3*— Unobservable inputs in which there is little or no market data requiring the reporting entity to develop its own assumptions.

The carrying value of accounts receivable, accounts payable, and other accruals readily convertible into cash approximate fair value because of the short-term nature of the instruments. The Company’s financial instruments consist of Level 1 assets. Where quoted prices are available in an active market, securities are classified as Level 1. Level 1 assets consist of highly liquid money market funds that are included in cash equivalents.

The following tables set forth the fair value of the Company’s financial assets and liabilities measured at fair value on a recurring basis (in thousands):

	December 31, 2024			
	Level 1	Level 2	Level 3	Total
<b>Assets:</b>				
Money market funds	\$ 33,617	\$ —	\$ —	\$ 33,617
Total assets measured at fair value	<u>\$ 33,617</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 33,617</u>

	December 31, 2023			
	Level 1	Level 2	Level 3	Total
<b>Assets:</b>				
Money market funds	\$ 36,946	\$ —	\$ —	\$ 36,946
Total assets measured at fair value	<u>\$ 36,946</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 36,946</u>

**Property and Equipment, Net**

Property and equipment are stated at cost, less accumulated depreciation and amortization. Depreciation begins at the time the asset is placed in service. Maintenance and repairs are charged to operations as incurred. Depreciation is computed using the straight-line method over the following estimated useful lives of the assets:

	Useful Lives
Computer and network equipment	2 years
Manufacturing equipment	2 – 7 years
Furniture and fixtures	7 years
Leasehold improvements	Lesser of useful life of the asset or the remaining lease term

Upon sale or retirement of assets, the cost and related accumulated depreciation are removed from the balance sheet and any resulting gain or loss is reflected in operations. Amortization expense of assets acquired through finance leases is included in the statements of income and comprehensive income.

### ***Intangible Assets, Net***

The Company's intangible assets are comprised of internally developed software and licensed software from third parties to be used in research and development activities that have alternative future use. Costs incurred to develop software for internal use during the application development phase are capitalized and amortized over such software's estimated useful life. Costs related to the design or maintenance of internal-use software are included in operating expenses as incurred. Licensed software is initially recorded at fair value based on the present value of the license fees to be paid over the term of the license, with a corresponding liability. The licensed software intangible asset is amortized on a straight-line basis over the shorter of the license term or the economic life of the asset, beginning when the asset is substantially ready for use. The licensed software liability is accreted to its settlement amount using the effective interest method.

### ***Leases***

The Company leases office, lab, manufacturing space and equipment in various locations with initial lease terms of up to seven years. These leases require monthly lease payments that may be subject to annual increases throughout the lease term. The terms of these leases also include renewal options at the election of the Company to renew or extend the lease for a range of an additional two to five years. These optional periods have not been considered in the determination of the right-of-use ("ROU") assets or lease liabilities associated with these leases as the Company did not consider it reasonably certain it would exercise the options.

The Company determines if an arrangement is a lease at inception. ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. The classification of the Company's leases as operating or finance leases along with the initial measurement and recognition of the associated ROU assets and lease liabilities is performed at the lease commencement date. The measurement of lease liabilities is based on the present value of future lease payments over the lease term. The Company uses its incremental borrowing rate, based on the information available at commencement date, to determine the present value of lease payments when its leases do not provide an implicit rate. The Company uses the implicit rate when readily determinable. The ROU asset is based on the measurement of the lease liability, includes any lease payments made prior to or on lease commencement and excludes lease incentives and initial direct costs incurred, as applicable. Lease expense for the Company's operating leases is recognized on a straight-line basis over the lease term. Amortization expense for ROU assets associated with finance leases is recognized on a straight-line basis over the shorter of the useful life of the asset or the lease term and interest expense associated with finance leases is recognized on the balance of the lease liability using the effective interest method based on the estimated incremental borrowing rate.

The Company has lease agreements with lease and non-lease components. The Company has elected to not separate lease and non-lease components for any leases involving real estate and office equipment classes of assets and, as a result, accounts for the lease and non-lease components as a single lease component. The Company has elected to separate lease and non-lease components for any leases involving manufacturing facility classes of assets. Further, the Company elected the short-term lease exception policy, permitting it to not apply the recognition requirements of this standard to leases with terms of 12 months or less (short-term leases) for all classes of assets. As of December 31, 2024, the Company did not have any short-term leases.

Operating leases are included in right-of-use assets, lease liabilities, and lease liabilities, net of current portion in the Company's balance sheet. Finance leases are immaterial.

### ***Impairment of Long-lived Assets***

The Company evaluates its long-lived assets, including property and equipment, leases, and intangible assets, at the asset group level, for impairment whenever events or changes in circumstances indicate that the carrying value of these assets may not be recoverable. If such events or changes in circumstances occur, for purposes of this assessment, long-lived assets are grouped with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. Recoverability of these assets is measured by comparison of the carrying amount of each asset group to the future undiscounted cash flows the asset group is expected to generate over its remaining life. If the asset group is considered to be impaired, the amount of any impairment is measured as the

difference between the carrying value and the fair value of the impaired asset. There have been no impairments of the Company's long-lived assets during either of the periods presented.

#### ***Government Tax Credits, Incentives and Grants***

From time to time, the Company may receive government funding in the form of tax credits, operating-related grants, capital-related grants, or other incentives to support various business activities, including capital development, research and development, and other activities as defined by the relevant government agency awarding the tax credit, incentive, or grant. The amount received is typically based on the amount of qualifying costs incurred. The Company typically has to meet certain requirements to retain the government funding. The Company records operating-related grants and non-income related tax credits as other income in the statements of income and comprehensive income when there is reasonable assurance that the grant will be received, and the Company will comply with the conditions specified in the grant agreement.

The Company received Employee Retention Tax Credit ("ERTC") refunds from the United States Treasury totaling \$2.0 million, relating to the payroll periods from October 1, 2020 through September 30, 2021. The amounts were received pursuant to provisions within the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), the Taxpayer Certainty and Disaster Tax Relief Act of 2020 enacted as part of the Consolidated Appropriations Act, 2021 ("Relief Act"), the American Rescue Plan Act of 2021 ("ARPA") which provide tax relief and other stimulus measures, including the ERTC. The ERTC program allows for employers to claim a refundable tax credit against a portion of the employer share of Social Security tax for qualified wages paid to employees from March 13, 2020 through September 30, 2021.

The Company recognized the \$2.0 million tax credit within other income, net in the statements of income and comprehensive income during the year ended December 31, 2023, which is when the amount was received and it was determined that those amounts were reasonably assured to be retained by the Company. The Company's compliance with the program's qualifications may be subject to audit through the year ended December 31, 2025, which is when the statute of limitation expires. The Company has received all expected ERTC refunds based on applications that have been submitted.

#### ***Revenue Recognition***

The Company recognizes revenue when a customer obtains control of the promised products or services, in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. Revenue is recognized net of allowances for returns and price adjustments, and any taxes imposed on specific revenue-producing transactions, which are subsequently remitted to governmental authorities.

#### ***Nature of Products and Services***

The Company's revenue is derived from the sale of MRAM-based products in discrete unit form, licenses of and royalties on its MRAM and magnetic sensor technology, the sale of backend foundry services and design services to third parties. Sales of products in discrete unit form are recognized at a point in time, revenue related to licensing agreements is recognized when the Company has delivered control of the technology, revenue related to royalty agreements is recognized in the period in which sales generated from products sold using the Company's technology occurs, sales of backend foundry services are recognized over time, and design services to third parties are recognized either at a point in time or over time, depending on the nature of the services.

#### ***Product Revenue***

For products sold in their discrete form, the Company either sells its products directly to OEMs, ODMs and CMs, or through a network of distributors, who in turn sell to those customers. For sales directly to OEMs, ODMs and CMs, revenue is recognized when the OEM, ODM or CM obtains control of the product, which occurs at a point in time, generally upon shipment to the customer. Contracts for sales of products are generally less than one year.

From time to time, the Company may provide distributors with price adjustments subsequent to the delivery of product to them and such amounts are dependent on the end customer and product sales price. Price adjustments can be based on a variety of factors, including customer, product, quantity, geography, and competitive differentiation. Price

protection rights grant distributors the right to a credit in the event of declines in the price of the Company's products. Under these circumstances, the Company remits back to the distributor a portion of their original purchase price after the resale transaction is completed in the form of a credit against the distributors' outstanding accounts receivable balance. The credits are on a per unit basis and are not given to the distributor until the distributor provides information regarding the sale to their end customer. The Company estimates these credits and record such estimates in the same period the related revenue is recognized, resulting in a reduction of product revenue and the establishment of an allowance for price adjustments for amounts due to distributors. The Company estimates credits to distributors based on the historical rate of credits provided to distributors relative to sales and evaluation of current market conditions. Revenue on shipments to distributors is recorded when control of the products has been transferred to the distributor.

The Company estimates the amount of our product sales that may be returned by its customers and records this estimate as a reduction of revenue in the period the related product revenue is recognized. The Company estimates its product return liability by analyzing its historical returns, current economic trends and changes in customer demand and acceptance of products. The Company has received insignificant returns to date and believes that returns of its products will continue to not be material.

Upon the transfer of control, generally at shipment, the Company records a trade receivable for the selling price as there is a legally enforceable obligation of the distributor to pay for the product delivered, an allowance is recorded for the estimated discount that will be provided to the distributor, and the net of these amounts is recorded as revenue on the statements of income and comprehensive income.

#### *License Revenue*

For licenses of technology, recognition of revenue is dependent upon whether the Company has delivered rights to the technology, and whether there are future performance obligations under the contract. In some instances, the license agreements call for future events or activities to occur in order for milestones amounts to become due from the customer. The terms of such agreements include payment to the Company of one or more of the following: non-refundable upfront fees; and royalties on net sales of licensed products. Historically, these license agreements have not included other future performance obligations for the Company once the license has been transferred to the customer.

Revenue from non-refundable upfront payments is recognized when the license is transferred to the customer and the Company has no other performance obligations.

The Company entered into a contractual agreement with a customer in 2021 for the development of a RAD-Hard product, consisting of a technology license, a design license agreement and development contract, and separate contractual agreements with a customer in 2023 and 2024 for the development of a strategic radiation hardened field programmable gate array product, consisting of a technology license to provide design and development services under the contractual agreement. The Company applies a five-step approach in determining the amount and timing of revenue to be recognized: (1) identifying the contract with a customer; (2) identifying the performance obligations in the contract; (3) determining the transaction price; (4) allocating the transaction price to the performance obligations in the contract; and (5) recognizing revenue when the performance obligation is satisfied.

The Company concluded these contractual arrangements represent one arrangement and evaluated its promises to the customer and whether the performance obligations granted under the arrangement were distinct. The licenses provided to the customer are not transferable, are of limited value without the promised development services, and the customer cannot benefit from the license agreements without the specific obligated services in the development subcontract, as there is strong interdependence between the licenses and the development subcontract. Accordingly, the Company determined the licenses were not distinct within the context of the contract and combined the license with other performance obligations.

As a result, the Company is recognizing revenue related to the performance obligations over the duration of the contract using the input method based on costs incurred to date relative to the total expected costs of the contract over the contract period.

### *Royalties*

Revenue from sales-based royalties from licenses of the Company's technology are recognized at the later of when (1) the sale occurs or (2) the performance obligation to which some or all of the sales-based royalty has been allocated is satisfied (in whole or in part). The Company will record an unbilled receivable (within accounts receivable, net) for the portion of sales-based royalties that have been earned but not invoiced at the end of each reporting period.

### *Other Revenue*

For certain revenue streams, the Company recognizes revenue based on the pattern of transfer of the services. The Company uses the input method of measuring costs incurred to date compared to total estimated costs to be incurred under the contract as this method most faithfully depicts its performance. The Company will record an unbilled receivable (within accounts receivable, net) for the portion of the work that has been completed but not invoiced at the end of each reporting period.

At the inception of each agreement that includes milestone payments, the Company evaluates whether the milestones are considered probable of being reached and estimates the amount to be included in the transaction price by using the most likely amount method. If it is probable that a significant reversal of cumulative revenue would not occur, the associated milestone value is included in the transaction price. At the end of each subsequent reporting period, the Company re-evaluates the probability or achievement of each such milestone and any related constraint, and if necessary, adjusts its estimate of the overall transaction price. Any such adjustments are recorded on a cumulative catch-up basis, which would affect revenues and earnings in the period of adjustment.

### *Other Income, Net*

Other income, net primarily consists of interest income and expense, a strategic award, realized gains and losses on sale of assets, and gains and losses on foreign currency transactions.

### *Product Warranty*

The Company generally sells products with a limited warranty of product quality and a limited indemnification of customers against intellectual property infringement claims related to the Company's products. The Company accrues for known warranty and indemnification issues if a loss is probable and can be reasonably estimated and accrues for estimated losses incurred for unidentified issues based on historical experience. A warranty liability was not recorded at December 31, 2024 and 2023, as the estimated future warranty costs were not material based on the Company's historical experience.

### *Research and Development*

Research and development expenses are incurred in support of internal development programs or as part of the Company's joint development agreement with GLOBALFOUNDRIES (see Note 10). Research and development expenses include personnel-related costs (including stock-based compensation), circuit design costs, purchases of materials and laboratory supplies, fabrication and packaging of experimental integrated circuit products, amortization of certain intangible assets, depreciation of research and development related capital equipment and overhead and are expensed as incurred.

### *Stock-based Compensation*

Stock-based compensation arrangements include stock option grants and restricted stock unit (RSU) awards under the Company's equity incentive plans, as well as shares issued under the Company's Employee Stock Purchase Plan (ESPP), through which employees may purchase the Company's common stock at a discount to the market price.

The Company uses RSUs with a service condition as its primary equity incentive compensation instrument for employees. Share-based compensation expense for RSUs is measured on the grant date based on the fair market value of the Company's common stock and is recognized over the requisite service period using the straight-line method. The Company accounts for forfeitures as they occur.

The Company measures its stock option grants based on the estimated fair value of the options as of the grant date using the Black-Scholes option-pricing model. Stock-based compensation expense for stock option grants is recognized over the requisite service period using the straight-line method. The Company accounts for forfeitures as they occur.

*Expected volatility.* The Company determines the expected stock price volatility based on the historical volatility of its common stock. Industry peers consist of several public companies in the technology industry similar in size, stage of life cycle and financial leverage. If circumstances change such that the identified companies are no longer similar, the Company will revise its peer group to substitute more suitable companies in this calculation.

*Risk-free interest rate.* The risk-free interest rate is based on the U.S. Treasury yield with a maturity equal to the expected term of the option in effect at the time of grant.

*Expected term.* The expected term represents the period that the stock-based awards are expected to be outstanding. The Company used the simplified method to determine the expected term, which is calculated as the average of the time to vesting and the contractual life of the options.

*Dividend yield.* The Company has never paid dividends on its common stock and is prohibited from paying dividends on its common stock. Therefore, the Company used an expected dividend yield of zero.

### ***Income Taxes***

The Company uses the liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial reporting and the tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company must then assess the likelihood that the resulting deferred tax assets will be realized. A valuation allowance is provided when it is more likely than not that some portion or all of a deferred tax asset will not be realized.

The Company recognizes benefits of uncertain tax positions if it is more likely than not that such positions will be sustained upon examination based solely on their technical merits, as the largest amount of benefit that is more likely than not to be realized upon the ultimate settlement. The Company's policy is to recognize interest and penalties related to the underpayment of income taxes as a component of income tax expense or benefit.

### ***Net Income per Common Share***

Basic net income per common share is calculated by dividing the net income by the weighted-average number of shares of common stock outstanding for the period less shares subject to repurchase, without consideration of potentially dilutive securities. Diluted earnings per share is calculated using the treasury stock method by dividing net income by the total weighted average shares of common stock outstanding in addition to the potential impact of dilutive securities including restricted stock units, warrants, and options. In periods with a net loss, diluted net loss per common share is the same as basic net loss per common share since the effect of potentially dilutive securities is anti-dilutive.

### ***Recently Adopted Accounting Pronouncements***

The Company adopted Accounting Standards Update (ASU) 2023-07, *Segment Reporting (Topic 280) – Improvements to Reportable Segment Disclosures*, which improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. This ASU also expands disclosure requirements to enable users of financial statements to better understand the entity's measurement and assessment of segment performance and resource allocation. This guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted.

The Company adopted ASU 2023-07 effective January 1, 2024, on a retrospective basis. The adoption of ASU 2023-07 did not change the way that the Company identifies its single reportable segment and, as a result, did not have a material impact on the Company's segment-related disclosures. The Company's chief operating decision maker is its Chief Executive Officer who reviews financial information for purposes of allocating resources and evaluating financial performance for the entire Company.

### **Recently Issued Pronouncements**

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which is intended to improve an entity's income tax disclosures, primarily through disaggregated information about an entity's effective income tax rate reconciliation and additional disclosures regarding income taxes paid. ASU 2023-09 is effective for the Company's annual reporting periods, and interim periods within those years, beginning after December 15, 2024, on a prospective basis. The Company is currently evaluating the impact that the standard will have on its financial statements.

In November 2024, the FASB issued ASU 2024-03, *Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Topic 220): Disaggregation of Income Statement Expenses*, which requires additional disclosure of certain amounts included in the expense captions presented on the statement of operations, as well as disclosures about selling expenses. ASU 2024-03 is effective for the Company's annual reporting periods beginning after December 15, 2026 and interim reporting periods beginning after December 15, 2027, on a prospective basis, with the option for retrospective application. Early adoption is permitted for annual financial statements that have not yet been issued. The Company is currently evaluating the impact that the standard will have on its financial statements.

The Company reviewed all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact to the financial statements.

### **Subsequent Events**

The Company evaluated events after December 31, 2024, and through the date the financial statements were issued, and determined any events or transactions occurring during this period that would require recognition or disclosure are appropriately addressed in these financial statements.

## **3. Statements of Operations and Comprehensive (Loss) Income Components**

### **Revenue**

The Company sells products to its distributors, ODMs and OEMs. The Company also recognizes revenue under licensing, patent, and royalty agreements with some customers. The following table presents the Company's revenues disaggregated by sales channel (in thousands):

	Year Ended December 31,	
	2024	2023
Distributor	\$ 39,943	\$ 49,845
Non-distributor	10,459	13,920
Total revenue	\$ 50,402	\$ 63,765

The following table presents the Company's revenues disaggregated by timing of recognition (in thousands):

	Year Ended December 31,	
	2024	2023
Point in time	\$ 42,903	\$ 54,183
Over time	7,499	9,582
Total revenue	\$ 50,402	\$ 63,765

The following table presents the Company's revenues disaggregated by type (in thousands):

	Year Ended December 31,	
	2024	2023
Product sales	\$ 42,203	\$ 53,123
Licensing	6,346	7,476
Royalties	700	862
Other revenue	1,153	2,304
Total revenue	\$ 50,402	\$ 63,765

The Company licenses its intellectual property and is entitled to consideration based on the customer's sales. The Company makes estimates in instances when the customer reports sales on a lagged basis and actual information is not available timely. The estimates are based on historical trends in the customer's activity and current market conditions. The amounts are reported in licensing, royalty, patent and other revenue in the statements of income and comprehensive income.

The Company recognizes revenue by geography based on the region in which its products are sold, and not to where the end products in which they are assembled are shipped. Revenue by region for the periods indicated was as follows (in thousands):

	Year Ended December 31,	
	2024	2023
APAC	\$ 28,688	\$ 33,096
North America	10,710	15,922
EMEA	11,004	14,747
Total revenue	\$ 50,402	\$ 63,765

#### ***Other Income, Net***

On August 14, 2024, the Company received a strategic award to develop a long-term plan to provide manufacturing services for aerospace and defense segments (the Award). Under the Award, the Company will provide a plan to mitigate risks to its MRAM manufacturing supply chain. Pursuant to the Award, the Company may receive cash payments upon the achievement of certain technical tasks and deliverables. The Award allows for milestones totaling up to approximately \$14.6 million for the Company over a span of 2.5 years.

The Award is not in the ordinary course of the Company's business and hence not a contract with a customer. The Company has applied the revenue recognition principles under ASC 606 by analogy.

The Company records the total consideration from the Award as other income using an input method based on costs incurred to date relative to the total expected costs of the Award over its term. Amounts invoiced in excess of income recognized are recorded as a contract obligations liability on the balance sheets. This liability represents the Company's obligation to perform future services for which the Company has received or is entitled to receive payment but which are not yet fulfilled. During the year ended December 31, 2024, the Company has invoiced \$8.1 million related to this Award of which no balance is outstanding as of December 31, 2024. The contract obligations liability was \$2.0 million as of December 31, 2024. The Company recorded \$6.1 million of other income related to this Award in the year ended December 31, 2024.

#### 4. Balance Sheet Components

##### *Inventory*

Inventory consisted of the following (in thousands):

	December 31, 2024	December 31, 2023
Raw materials	\$ 238	\$ 189
Work-in-process	7,510	6,724
Finished goods	1,362	1,478
Total inventory	<u>\$ 9,110</u>	<u>\$ 8,391</u>

##### *Property and Equipment, Net*

Property and equipment, net consisted of the following (in thousands):

	December 31, 2024	December 31, 2023
Manufacturing equipment	\$ 14,199	\$ 13,494
Computer and network equipment	602	520
Furniture and fixtures	113	113
Leasehold improvements	1,476	1,476
Total property and equipment, gross	16,390	15,603
Less: accumulated depreciation	(13,170)	(11,886)
Total property and equipment, net	<u>\$ 3,220</u>	<u>\$ 3,717</u>

Depreciation expense during years ended December 31, 2024 and 2023 was \$1.6 million and \$1.2 million, respectively.

##### *Intangible Assets, Net*

The gross carrying amounts and accumulated amortization of intangible assets are as follows at the dates indicated (in thousands):

	December 31, 2024			
	Weighted- Average Life (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Internal-use software	2.0	\$ 4,389	\$ (973)	\$ 3,416
Total intangible asset		<u>\$ 4,389</u>	<u>\$ (973)</u>	<u>\$ 3,416</u>

Amortization expense for intangible assets was \$0.1 million and zero for the years ended December 31, 2024 and 2023, respectively.

The table below presents estimated future amortization expense for finite-lived intangible assets (in thousands):

<b>As of December 31, 2024</b>	<b>Amount</b>
2025	\$ 1,771
2026	1,622
2027	8
2028	8
Thereafter	7
Total	<u>\$ 3,416</u>

***Accrued Liabilities***

Accrued liabilities consisted of the following (in thousands):

	<b>December 31, 2024</b>	<b>December 31, 2023</b>
Payroll-related expenses	\$ 1,606	\$ 3,347
Inventory	157	317
Other	686	672
Total accrued liabilities	<u>\$ 2,449</u>	<u>\$ 4,336</u>

***Deferred Revenue***

In the year ended December 31, 2024, the Company executed a contractual arrangement with a customer for the development of a strategic radiation hardened field programmable gate array product. The total consideration in the arrangement is \$1.8 million. The Company is recognizing revenue related to the performance obligation over time using the input method based on costs incurred to date relative to the total expected costs of the contract and began recognizing revenue in the third quarter of 2024. As of and for the year ended December 31, 2024, the Company has billed \$1.6 million for the performance under the agreement and has recognized \$1.5 million in revenue for the year ended December 31, 2024, with the difference of \$0.1 million recorded in deferred revenue. The Company expects to recognize the remaining \$0.1 million of the transaction price as services are performed throughout the contractual period and performance is expected to be complete in the year ended December 31, 2025.

In the year ended December 31, 2024, the Company executed a contractual arrangement with a customer for the development of a strategic radiation hardened high-reliability eMRAM macro. The total consideration in the arrangement is \$1.2 million. The Company is recognizing revenue related to the performance obligation over time using the input method based on costs incurred to date relative to the total expected costs of the contract and began recognizing revenue in the third quarter of 2024. As of and for the year ended December 31, 2024, the Company has billed \$1.2 million for the performance under the agreement and has recognized \$1.1 million in revenue, with the difference of \$0.1 million in recorded in deferred revenue. The Company expects to recognize the remaining \$0.1 million of the transaction price as services are performed throughout the contractual period and performance is expected to be complete in the year ended December 31, 2025.

In 2021, the Company executed contractual arrangements with a customer for the development of a RAD-Hard product, consisting of a technology license, design license agreement and development subcontract (RAD-Hard 1). The Company does not share in the rights to future revenues or royalties. The total arrangements are for \$6.5 million in consideration.

The Company concluded these contractual arrangements represent one arrangement and evaluated its promises to the customer and whether the performance obligations granted under the arrangement were distinct. The licenses provided to the customer are not transferable, are of limited value without the promised development services, and the customer cannot benefit from the license agreements without the specific obligated services in the development subcontract, as there is strong interdependence between the licenses and the development subcontract. Accordingly, the Company determined the licenses were not distinct within the context of the contract and combined the license with other performance obligations. The total transaction price of \$6.5 million was allocated to the single performance obligation.

The Company recognizes revenue related to the performance obligations over time using the input method based on costs incurred to date relative to the total expected costs of the contract and began recognizing revenue in the second quarter of 2021 over the contract period. This method depicts performance under the contract and requires the Company to make estimates about the future costs expected to be incurred to perform under the contract, including labor and material costs.

The Company has recognized \$0.7 million in revenue for the each of years ended December 31, 2024 and 2023, and \$6.4 million in revenue since inception of the contractual agreements. Deferred revenue related to these agreements was \$0.1 million and \$0.3 million as of December 31, 2024 and 2023, respectively. The Company expects to recognize the remaining \$0.1 million of the transaction price as services are performed throughout the contractual period and performance is expected to be complete in the year ending December 31, 2025.

## 5. Commitments and Contingencies

### Leases

Operating leases consist of fabrication, lab, and office space expiring at various dates through 2029. Finance leases relate to a server lease expiring in February 2029. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

The undiscounted future non-cancellable lease payments under the Company's operating and finance leases were as follows (in thousands):

As of December 31, 2024	Amount
2025	\$ 1,481
2026	1,497
2027	1,380
2028	595
Thereafter	48
Total lease payments	5,001
Less: imputed interest	(359)
Total lease liabilities	4,642
Less: current portion of lease liabilities	(1,306)
Total lease liabilities, net of current portion	\$ 3,336

Other information related to the Company's operating lease liabilities was as follows:

	December 31, 2024	December 31, 2023
Weighted-average remaining lease term (years)	3.39	4.37
Weighted-average discount rate	4.50 %	4.50 %

Other information related to the Company's finance lease liabilities was as follows:

	December 31, 2024	December 31, 2023
Weighted-average remaining lease term (years)	4.15	1.09
Weighted-average discount rate	3.90 %	4.50 %

Lease costs for the Company's operating leases were \$1.4 million for both of the years ended December 31, 2024 and 2023, respectively. Lease costs for the Company's finance lease were immaterial for the years ended December 31, 2024 and 2023.

### ***Legal Proceedings***

From time to time, the Company may become involved in legal proceedings arising from the ordinary course of its business. Management is currently not aware of any matters that it expects will have a material adverse effect on the financial position, results of operations or cash flows of the Company.

### ***Indemnifications***

In the ordinary course of business, the Company enters into agreements that may include indemnification provisions. Pursuant to such agreements, the Company may indemnify, hold harmless and defend an indemnified party for losses suffered or incurred by the indemnified party. Some of the provisions will limit losses to those arising from third party actions. In some cases, the indemnification will continue after the termination of the agreement. The maximum potential amount of future payments the Company could be required to make under these provisions is not determinable. The Company has never incurred material costs to defend lawsuits or settle claims related to these indemnification provisions. The Company has also entered into indemnification agreements with its directors and officers that may require the Company to indemnify its directors and officers against liabilities that may arise by reason of their status or service as directors or officers to the fullest extent permitted by Delaware corporate law. The Company currently has directors' and officers' insurance.

## **6. Debt**

In March 2023, the 2019 Credit Facility, consisting of the Company's Term Loan and Line of Credit, was paid in full, and there was no outstanding balance as of December 31, 2024 or 2023. The Company paid an early termination and prepayment fee of \$0.2 million, which was recorded within other income (expense) within the statements of income and comprehensive income for the year ended December 31, 2023. The Company was in compliance with all covenants throughout the 2019 Credit Facility payoff date in March 2023.

## **7. Stockholders' Equity**

### ***Common Stock***

Common stockholders are entitled to dividends if and when declared by the board of directors. As of December 31, 2024, no dividends on common stock had been declared by the board of directors.

### ***Reserved Shares of Common Stock***

The Company had reserved shares of common stock for future issuance as follows:

	<b>December 31, 2024</b>	<b>December 31, 2023</b>
Options issued and outstanding	1,521,857	1,793,485
Shares available for future option grants	545,525	598,397
RSUs subject to future vesting	987,965	905,781
Common stock warrants	18,461	18,461
Total	<u>3,073,808</u>	<u>3,316,124</u>

### ***Warrants***

In connection with the Company's prior credit facility with Ares Venture Finance entered into in June 2015, the Company issued Ares Venture Finance a warrant to purchase 18,461 shares of the Company's common stock at an exercise price of \$26.00 per share. The warrant can be exercised at any time and expires on June 5, 2025.

## 8. Stock-Based Compensation

### *Share-Based Compensation Expense*

The following table presents the details of the Company's share-based compensation expense (in thousands):

	Year Ended December 31,	
	2024	2023
General and administrative	\$ 3,304	\$ 2,519
Research and development	1,902	1,981
Sales and marketing	720	505
Cost of sales	787	—
Total stock-based compensation	<u>\$ 6,713</u>	<u>\$ 5,005</u>

### *2016 Employee Incentive Plan*

The Company's board of directors adopted the 2016 Equity Incentive Plan (the 2016 Plan) on April 25, 2016, which was subsequently approved on September 20, 2016 by the Company's stockholders. The 2016 Plan became effective on October 7, 2016, the date the Company's S-8 registration statement relating to the 2016 Plan was declared effective by the SEC.

The 2016 Plan provides for the grant of incentive stock options, non-statutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance-based stock awards, and other forms of equity compensation to employees, directors, and consultants. In addition, the 2016 Plan provides for the grant of performance cash awards to employees, directors, and consultants.

The maximum number of shares of common stock that may be issued under the 2016 Plan was initially 500,000 subject to an automatic increase on January 1 of each year, beginning on January 1, 2017, and continuing through and including January 1, 2026, by 3% of the total number of shares of capital stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares determined by the Company's board of directors. On May 20, 2021, the Company's stockholders approved an amendment to the 2016 Plan to increase the total number of authorized shares of common stock available for grant thereunder by an additional 550,000 shares. At December 31, 2024, of the 3,038,336 shares of common stock reserved and available for grant under the 2016 Plan, 545,525 shares of common stock remain available for grant under the 2016 Plan. The Company authorized 632,414 shares during the year ended December 31, 2024.

### *2008 Employee Incentive Plan*

The 2008 Equity Incentive Plan (the 2008 Plan) provided for the issuance of incentive stock options (ISO), nonqualified stock options, and other stock compensation awards.

Due to the adoption of the 2016 Plan, no further grants will be made under the 2008 Plan. However, any outstanding stock awards granted under the 2008 Plan will remain outstanding, subject to the terms of the Company's 2008 Plan and the applicable stock award agreements, until such outstanding stock awards that are stock options are exercised or until they terminate or expire by their terms, or until such stock awards are fully settled, terminated, or forfeited. At December 31, 2024, 17,011 options under the 2008 Plan remained outstanding.

**Summary of Stock Option Activity**

The following table summarizes the stock option activity for all grants under the 2008 Plan and 2016 Plan:

	<b>Options Outstanding</b>			
	<b>Number of Options</b>	<b>Weighted-Average Exercise Price Per Share</b>	<b>Weighted-Average Remaining Contractual Life (years)</b>	<b>Aggregate Intrinsic Value (In thousands)</b>
Balance—December 31, 2023	1,829,428	\$ 5.96	6.9	\$ 5,676
Options granted	—			
Options exercised	(184,958)	\$ 4.15		\$ 612
Options cancelled/forfeited	(122,613)	\$ 7.74		
Balance—December 31, 2024	<u>1,521,857</u>	\$ 6.04	5.9	\$ 1,507
Options exercisable—December 31, 2024	<u>1,357,041</u>	\$ 5.88	5.8	\$ 1,466

No options were granted during the year ended December 31, 2024. The weighted-average grant date fair value of options granted was \$3.85 per share during the year ended December 31, 2023.

As of December 31, 2024, there was \$0.7 million of total unrecognized compensation expense related to unvested options which is expected to be recognized over a weighted-average period of 0.9 years.

The Company estimated the fair value of each option grant using the Black-Scholes option-pricing model based on the assumptions below. The fair value of employee stock options is being amortized on a straight-line basis over the requisite service period of the awards. The fair value of employee stock options was estimated using the assumptions below:

	<b>Year Ended December 31, 2023</b>
Expected volatility	50.9 - 73.9 %
Risk-free interest rate	2.33 - 3.45 %
Expected term (in years)	6.01 - 6.05
Dividend yield	— %

**2016 Employee Stock Purchase Plan**

The Company's board of directors adopted the 2016 Employee Stock Purchase Plan (the ESPP) on April 25, 2016, which was subsequently approved on September 20, 2016 by the Company's stockholders. The Company had 1,031,800 shares available for issuance under the ESPP as of December 31, 2024. Employees purchased 69,166 shares for \$0.4 million during the year ended December 31, 2024, and 87,718 shares for \$0.4 million during the year ended December 31, 2023.

**Restricted Stock Units**

In September 2017, the Company's board of directors authorized the issuance of restricted stock units (RSUs), under the 2016 Plan and adopted a form of Restricted Stock Unit Award Agreement, which is intended to serve as a standard form agreement for RSU grants issued to employees, executive officers, directors, and consultants. The fair value of the RSUs is recognized as expense ratably over the vesting period, as determined by the board of directors on the date of grant.

The following table summarizes RSU activity for the year ended December 31, 2024:

	RSUs Outstanding	
	Number of Restricted Stock Units	Weighted-Average Grant Date Fair Value Per Share
Balance—December 31, 2023	905,781	\$ 6.59
Granted	1,027,963	\$ 8.50
Vested	(725,101)	\$ 6.96
Cancelled/forfeited	(220,678)	\$ 8.16
Balance—December 31, 2024	987,965	\$ 7.89

The fair value of RSUs is determined on the date of grant based on the market price of the Company's common stock on that date. As of December 31, 2024, there was \$6.2 million of unrecognized stock-based compensation expense related to RSUs to be recognized over a weighted-average period of 2.4 years. Compensation cost capitalized within inventory was immaterial as of December 31, 2024 and 2023.

#### 9. 401(k) Plan

The Company has a defined contribution employee benefit plan pursuant to Section 401(k) of the Internal Revenue Code. The plan allows eligible employees to defer a portion of their annual compensation up to certain statutory limits. At the election of the Board of Directors, the Company may elect to match employee contributions but has not done so to date.

#### 10. Significant Agreements

##### *GLOBALFOUNDRIES, Inc. Joint Development Agreement*

Since October 17, 2014, the Company has participated in a joint development agreement (JDA) with GLOBALFOUNDRIES Inc. (GF), a semiconductor foundry, for the joint development of STT-MRAM technology to produce a family of discrete and embedded MRAM technologies. The term of the agreement is until the completion, termination, or expiration of the last statement of work entered into pursuant to the joint development agreement. The agreement was extended on December 31, 2019 to include a new phase of support for 12nm MRAM development.

Under the current JDA extension terms, each party licenses its relevant intellectual property to the other party. For certain jointly developed works, the parties have agreed to follow an invention allocation procedure to determine ownership. In addition, GF possesses the exclusive right to manufacture the Company's discrete and embedded STT-MRAM devices developed pursuant to the agreement until the earlier of three years after the qualification of the MRAM device for a particular technology node or four years after the completion of the relevant statement of work under which the device was developed. For the same exclusivity period associated with the relevant device, GF agreed not to license intellectual property developed in connection with the JDA to named competitors of the Company.

If GF manufactures, sells, or transfers to customers wafers containing production quantified STT-MRAM devices that utilize certain design information, GF will be required to pay the Company a royalty.

## 11. Geographic Information

Property and equipment, net by country was as follows (in thousands):

	Year Ended December 31,	
	2024	2023
United States	\$ 2,165	\$ 2,555
Singapore	974	1,077
Other	81	85
	<u>\$ 3,220</u>	<u>\$ 3,717</u>

Revenue from customers is designated based on the geographic region or country to which the product is delivered or the licensee is located. Revenue by country was as follows (in thousands):

	Year Ended December 31,	
	2024	2023
United States	\$ 9,968	\$ 14,599
Japan	5,974	12,216
Hong Kong	16,220	10,748
Germany	7,168	9,767
Singapore	3,363	4,285
China	—	2,727
Canada	742	1,324
All other	6,967	8,099
Total revenue	<u>\$ 50,402</u>	<u>\$ 63,765</u>

## 12. Income Taxes

For the years ended December 31, 2024 and 2023, the Company's provision for income tax consisted of (in thousands):

	Year Ended December 31,	
	2024	2023
Current:		
Federal	\$ 52	\$ —
State	38	134
Foreign	—	—
Total Current	<u>\$ 90</u>	<u>\$ 134</u>
Deferred:		
Federal	\$ 21	\$ 40
State	(151)	(190)
Foreign	—	—
Total Deferred	<u>\$ (130)</u>	<u>\$ (150)</u>
Provision for income taxes	<u>\$ (40)</u>	<u>\$ (16)</u>

The reconciliation of the statutory federal income tax rate to the Company's effective tax rate is as follows:

	<b>Year Ended December 31,</b>	
	<b>2024</b>	<b>2023</b>
Tax at statutory federal rate	21.0 %	21.0 %
State taxes, net of federal benefit	3.6	1.7
Stock-based compensation	34.8	0.6
IRC section 162(m) limitation	29.0	3.9
R&D tax credits	(564.7)	—
Change in valuation allowance	486.1	(28.5)
Other	(15.1)	1.1
Provision for income taxes	<u>(5.3)%</u>	<u>(0.2)%</u>

The tax effects of temporary differences and carryforwards that give rise to significant portions of the deferred tax assets are as follows (in thousands):

	<b>Year Ended December 31,</b>	
	<b>2024</b>	<b>2023</b>
<b>Deferred tax assets:</b>		
Net operating loss carryforwards	\$ 20,564	\$ 22,068
Inventory	462	287
Accruals	366	863
Depreciation and amortization	9	13
Research and experimental credits	3,995	—
Research and experimental expenditures	6,412	4,728
Stock-based compensation	428	268
Right of use liability	1,045	1,245
Gross deferred tax assets	33,281	29,472
Valuation allowance	(31,343)	(27,748)
Deferred tax assets	1,938	1,724
<b>Deferred tax liabilities:</b>		
Right of use asset	(1,024)	(1,226)
Other	(646)	(348)
Deferred tax liabilities	(1,670)	(1,574)
Net deferred tax assets	<u>\$ 268</u>	<u>\$ 150</u>

The Company is required to reduce its deferred tax assets by a valuation allowance if it is more likely than not that some or all of its deferred tax assets will not be realized. Management must use judgment in assessing the potential need for a valuation allowance, which requires an evaluation of both negative and positive evidence. The weight given to the potential effect of negative and positive evidence should be commensurate with the extent to which it can be objectively verified. In determining the need for and amount of the valuation allowance, if any, the Company assesses the likelihood that it will be able to recover its deferred tax assets using historical levels of income, estimates of future income and tax planning strategies. As a result of projected taxable income, the Company determined that, based on all available evidence, there was substantial certainty as to whether it will recover recorded net deferred taxes for certain state jurisdictions in future periods. However, as it pertains to the federal, Arizona, and Colorado net deferred tax assets, based on all the available evidence, there is substantial uncertainty as to whether it will recover recorded net deferred taxes in future periods. Accordingly, the Company recorded a partial valuation allowance against its net deferred tax assets as of December 31, 2024 and 2023, respectively. The net valuation allowance increased by \$3.6 million in 2024, as reflected below (in thousands).

	<b>Year Ended December 31,</b>	
	<b>2024</b>	<b>2023</b>
Valuation Allowance at beginning of year	(27,748)	(30,328)
Current Year Change	(3,595)	2,580
Valuation Allowance at end of year	<u>(31,343)</u>	<u>(27,748)</u>

As of December 31, 2024, the Company has federal net operating loss carryforwards of approximately \$89.2 million, of which \$53.2 million will expire in 2030 through 2037 if not utilized, and \$36.0 million that will carryover indefinitely. In addition, the Company has state net operating loss carryforwards of approximately \$48.3 million, of which \$45.5 million will expire in 2030 through 2040 if not utilized, and \$2.8 million that will carryover indefinitely.

The Tax Reform Act of 1986 (the Act) provides for a limitation on the annual use of net operating loss carryforwards following certain ownership changes (as defined by the Act and codified under IRC Section 382) that could limit the Company's ability to utilize these carryforwards. Further, a portion of the carryforwards may expire before utilized to reduce future income tax liabilities as a result of the annual limitation. The Company experienced an ownership change in October 2016 and as a result, \$43.8 million (\$9.2 million tax effected) of the federal NOLs are expected to expire unutilized due to limitation under IRC Section 382. Consistent with prior years, the NOLs expected to expire unutilized are included in the NOL carryforward amounts disclosed, subject to a valuation allowance.

The Company files income tax returns in the U.S. federal and various state jurisdictions. The Company is generally subject to U.S. federal and state income tax examination for all tax years beginning in 2008, due to the net operating losses that are carried forward.

A summary of changes in the Company's gross unrecognized tax benefits for the years ended December 31, 2024 and 2023 was as follows (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2024</u>	<u>2023</u>
Unrecognized tax expense, beginning of the year	\$ 473	\$ 105
Decrease related to prior year tax positions	—	—
Increase related to prior year tax positions	662	368
Increase related to current year tax positions	254	—
Unrecognized tax expense, end of year	<u>\$ 1,389</u>	<u>\$ 473</u>

Included in the balance of unrecognized tax benefits as of December 31, 2024, are \$0.1 million of tax benefit that, if recognized, would affect the effective tax rate. Included in the balance of uncertain tax benefits as of December 31, 2024 is \$1.3 million of tax benefits that, if recognized, would result in adjustments to deferred taxes.

The Company's policy is to recognize interest and penalties accrued on any unrecognized tax benefit as a component of income tax expense. The Company has accrued penalties and interest of \$0.2 million, as of both December 31, 2024 and 2023.

On October 8, 2021, the Organization for Economic Co-operation and Development ("OECD") released a statement on the OECD/G20 Inclusive Framework on Base Erosion and Profit Shifting, which agreed to a two-pillar solution to address tax challenges of the digital economy. On December 20, 2021, the OECD released the Model GloBE Rules for Pillar Two defining a 15% global minimum tax rate for large multinational corporations. The OECD continues to release additional guidance and countries are implementing legislation with widespread adoption of the Model GloBE Rules for Pillar Two expected by calendar year 2024. The Company is continuing to evaluate the Model GloBE Rules for Pillar Two and related legislation, and their potential impact on future periods, but does not expect it to have a material impact.

### 13. Net Income Per Common Share

The following table sets forth the computation of basic and diluted net income per share (in thousands, except share and per share amounts):

#### Basic EPS

	<u>Year Ended December 31,</u>	
	<u>2024</u>	<u>2023</u>
<b>Numerator:</b>		
Net income	\$ 781	\$ 9,052
<b>Denominator:</b>		
Weighted-average shares of common stock outstanding, basic	21,642,793	20,748,302
<b>Net income per common share, basic</b>	<u>\$ 0.04</u>	<u>\$ 0.44</u>

#### Diluted EPS

	<u>Year Ended December 31,</u>	
	<u>2024</u>	<u>2023</u>
<b>Numerator:</b>		
Net income	\$ 781	\$ 9,052
Warrant liability fair value loss recognized	—	(25)
Net income attributable to common stockholders, diluted	<u>\$ 781</u>	<u>\$ 9,027</u>
<b>Denominator:</b>		
Weighted-average shares of common stock outstanding, basic	21,642,793	20,748,302
Dilutive effect of stock options and RSUs	<u>513,627</u>	<u>619,002</u>
Weighted-average shares of common stock outstanding, diluted	22,156,420	21,367,304
<b>Net income per common share, diluted</b>	<u>\$ 0.04</u>	<u>\$ 0.42</u>

The following outstanding shares of potentially dilutive securities outstanding have been excluded from the computation of diluted net income per common share for the periods presented as their inclusion would be anti-dilutive:

	<u>Year Ended December 31,</u>	
	<u>2024</u>	<u>2023</u>
Options to purchase common stock	741,141	613,652
RSUs	21,624	330,082
Common stock warrants	—	18,461
Total	<u>762,765</u>	<u>962,195</u>

### Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

### Item 9A. Controls and Procedures

*Evaluation of disclosure controls and procedures.*

Our management, with the participation of our management team, including our Chief Executive Officer (CEO) and Chief Financial Officer (CFO) evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of December 31, 2024.

Based on this evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2024.

*Management's Annual Report on Internal Control Over Financial Reporting*

This Annual Report on Form 10-K includes a report of management's assessment regarding internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). This Annual Report on Form 10-K does not include an attestation report of our independent registered public accounting firm because, as a "smaller reporting company", and non-accelerated filer, our independent registered public accounting firm is not required to issue such an attestation report.

The following report is provided by management in respect of our internal control over financial reporting:

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Our management used the Committee of Sponsoring Organizations of the Treadway Commission's Internal Control - Integrated Framework (2013), or the COSO framework, to evaluate the effectiveness of internal control over financial reporting. Management believes that the COSO framework is a suitable framework for its evaluation of financial reporting because it is free from bias, permits reasonably consistent qualitative and quantitative measurements of our internal control over financial reporting, is sufficiently complete so that those relevant factors that would alter a conclusion about the effectiveness of our internal control over financial reporting are not omitted and is relevant to an evaluation of internal control over financial reporting. Management has assessed the effectiveness of our internal control over financial reporting as of December 31, 2024, and has concluded that such internal control over financial reporting was effective.

*Changes in internal control over financial reporting.*

There have been no changes in our internal control over financial reporting that occurred during the year ended December 31, 2024, that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

*Inherent limitation on the effectiveness of internal control.*

The effectiveness of any system of internal control over financial reporting, including ours, is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating, and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, any system of internal control over financial reporting, including ours, no matter how well designed and operated, can only provide reasonable, not absolute assurances. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but cannot assure you that such improvements will be sufficient to provide us with effective internal control over financial reporting.

**Item 9B. Other Information**

*Executive Employment Agreement*

On February 26, 2025, we entered into an Executive Employment Agreement with our Chief Financial Officer, William Cooper (Executive Employment Agreement), which amends and restates Mr. Cooper's offer letter with us dated November 12, 2024. Pursuant to the terms of the Executive Employment Agreement, in the event that we terminate Mr. Cooper's employment without Cause (as defined in the Executive Employment Agreement) or he resigns for Good Reason (as defined in the Executive Employment Agreement), then Mr. Cooper will be entitled to the following severance benefits: (a) continuation payments over a 12 month severance period of his 12 month base salary; (b) continued coverage under COBRA with us paying the premiums, including coverage for eligible dependents, for up to 12 months, or until he becomes eligible for group health insurance coverage through a new employer or he ceases to be eligible for COBRA; and (c) the equity awards that would have vested in the 12 month period following his separation from service shall be deemed immediately vested and exercisable as of his last day of employment. These severance

benefits are subject to Mr. Cooper signing a separation agreement and release of claims. All other terms of Mr. Cooper's current employment agreement remain substantially the same.

The foregoing description of the Executive Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Executive Employment Agreement, which is attached hereto as Exhibit 10.30 to this Annual Report on Form 10-K and is incorporated herein by reference in its entirety.

*Trading Arrangements of Directors and Executive Officers*

During the fiscal quarter ended December 31, 2024, no Section 16 officer or director adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" (as each defined in Item 408 of Regulation S-K of the Exchange Act), except as set forth in the table below.

<b>Name &amp; Title</b>	<b>Action Taken</b>	<b>Date Adopted</b>	<b>Type of Trading Arrangement (1)</b>	<b>Total Shares of Common Stock to be Sold (2)</b>	<b>Duration of Trading Arrangement (3)</b>
Sanjeev Aggarwal, Chief Executive Officer	Adoption	12/6/2024	Rule 10b5-1 Trading Arrangement	Up to 100,000	1/9/2026

- (1) Except as indicated by a footnote, each trading arrangement marked as "Rule 10b5-1 Trading Arrangement" is a contract, instruction or written plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act, as amended.
- (2) The number of shares to be sold under each trading arrangement represents the maximum actual number of shares issuable under the applicable stock awards. The actual number of shares to be sold under each trading arrangement will depend on the achievement of applicable conditions under the stock awards and the number of shares withheld to satisfy tax obligations upon the vesting of the awards.
- (3) Except as indicated by footnote, each trading arrangement permitted or permits transactions through and including the earlier to occur of (a) the completion of all sales or (b) the date listed in the table. Each trading arrangement marked as a "Rule 10b5-1 Trading Arrangement" only permitted or only permits transactions upon expiration of the applicable mandatory cooling-off period under the Rule.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

## PART III

### **Item 10. Directors, Executive Officers and Corporate Governance**

Information required by this item will be contained in our definitive proxy statement to be filed with the SEC on Schedule 14A in connection with our 2025 Annual Meeting of Stockholders, or the Proxy Statement, which will be filed not later than 120 days after the end of our fiscal year ended December 31, 2024, under the headings “Management,” “Proposal 1 - Election of Directors,” “Board Committees and Meetings,” and, to the extent applicable, “Delinquent Section 16(a) Reports,” and is incorporated herein by reference.

We have adopted a Code of Business Conduct and Ethics that applies to our officers, directors and employees which is available on our website at [www.everspin.com](http://www.everspin.com). The Code of Business Conduct and Ethics is intended to qualify as a “code of ethics” within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002 and Item 406 of Regulation S-K. In addition, we intend to promptly disclose (1) the nature of any substantive amendment to our Code of Business Conduct and Ethics that applies to our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions and (2) the nature of any waiver, including an implicit waiver, from a provision of our code of ethics that is granted to one of these specified officers, the name of such person who is granted the waiver and the date of the waiver, on our website in the future.

We have adopted an Insider Trading Policy governing the purchase, sale, and/or other dispositions of our securities by directors, officers and employees that is designed to promote compliance with insider trading laws, rules and regulations, as well as procedures designed to further the foregoing purposes. In addition, it is our intent to comply with applicable laws and regulations relating to trading in our securities. A copy of our Insider Trading Policy is filed with this Annual Report on Form 10-K as Exhibit 19.1.

### **Item 11. Executive Compensation**

The information required by this item regarding executive compensation is incorporated by reference to the information set forth in the sections titled “Executive Compensation” and “Compensation of Non-Employee Board Members” in our Proxy Statement.

### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by this item regarding security ownership of certain beneficial owners and management is incorporated by reference to the information set forth in the sections titled “Security Ownership of Certain Beneficial Owners and Management” and “Securities Authorized for Issuance Under Equity Compensation Plans” in our Proxy Statement.

### **Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by this item regarding certain relationships and related transactions and director independence is incorporated by reference to the information set forth in the sections titled “Certain Relationships and Related Party Transactions” and “Corporate Governance”, respectively, in our Proxy Statement.

### **Item 14. Principal Accountant Fees and Services**

The information required by this item regarding principal accountant fees and services is incorporated by reference to the information set forth in the section titled “Principal Accountant Fees and Services” in our Proxy Statement.

## PART IV

### Item 15. Exhibits and Financial Statement Schedules

(a) The following documents are filed as part of this report:

1. Financial Statements

Information in response to this Item is included in Part II, Item 8 of this Annual Report on Form 10-K.

2. Financial Statement Schedules

All schedules are omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

3. Exhibits

The following exhibits, as required by Item 601 of Regulation S-K are attached or incorporated by reference as stated below.

**EXHIBIT INDEX**

Exhibit Number	Description	Incorporation By Reference			Filing Date
		Form	SEC File No.	Exhibit	
3.1	<a href="#">Amended and Restated Certificate of Incorporation.</a>	8-K	001-37900	3.1	10/13/2016
3.1.1	<a href="#">Amendment to Amended and Restated Certificate of Incorporation.</a>	8-K	001-37900	3.1	5/22/2019
3.1.2	<a href="#">Amendment to Amended and Restated Certificate of Incorporation.</a>	8-K	001-37900	3.1	5/27/2020
3.1.3	<a href="#">Amendment to Amended and Restated Certificate of Incorporation.</a>	8-K	001-37900	3.1	5/25/2023
3.2	<a href="#">Amended and Restated Bylaws.</a>	8-K	001-37900	3.2	5/22/2019
4.1	<a href="#">Form of Common Stock Certificate of the registrant.</a>	S-1	333-213569	4.1	9/09/2016
4.4	<a href="#">Description of Common Stock.</a>	10-K	001-37900	4.4	3/04/2021
10.1†	<a href="#">Form of Indemnity Agreement between the registrant and its directors and officers.</a>	S-1	333-213569	10.1	9/09/2016
10.2†	<a href="#">2008 Equity Incentive Plan, as amended, and Form of Stock Option Grant Notice, Option Agreement and Form of Notice of Exercise.</a>	S-1/A	333-213569	10.2	9/26/2016
10.3†	<a href="#">Amended and Restated 2016 Equity Incentive Plan.</a>	8-K	001-37900	10.1	5/22/2018
10.3.1†	<a href="#">First Amendment to the Amended and Restated 2016 Equity Incentive Plan.</a>	8-K	001-37900	10.1	5/25/2021
10.4†	<a href="#">Form of Stock Option Grant Notice, Option Agreement and Form of Notice of Exercise used with the 2016 Equity Incentive Plan.</a>	S-1/A	333-213569	10.3	9/26/2016
10.5†	<a href="#">Form of Restricted Stock Unit Award Agreement under the 2016 Equity Incentive Plan.</a>	10-Q	001-37900	10.3	11/13/2017
10.6†	<a href="#">2016 Employee Stock Purchase Plan.</a>	S-1/A	333-213569	10.4	9/26/2016
10.7	<a href="#">Lease, dated as of June 6, 2008, by and between the registrant and Freescale Semiconductor, Inc.</a>	S-1	333-213569	10.5	9/09/2016

## Table of Contents

10.7.1	<a href="#"><u>Amendment No. 1 to Lease, dated as of February 2, 2009, by and between the registrant and Freescale Semiconductor, Inc.</u></a>	S-1	333-213569	10.6	9/09/2016
10.7.2	<a href="#"><u>Amendment No. 2 to Lease, dated as of February 18, 2010, by and between the registrant and Freescale Semiconductor, Inc.</u></a>	S-1	333-213569	10.7	9/09/2016
10.7.3	<a href="#"><u>Amendment No. 3 to Lease, dated as of July 20, 2011, by and between the registrant and Freescale Semiconductor, Inc.</u></a>	S-1	333-213569	10.8	9/09/2016
10.7.4	<a href="#"><u>Amendment No. 4 to Lease, dated as of June, 2014 by and between the registrant and Freescale Semiconductor, Inc.</u></a>	S-1	333-213569	10.9	9/09/2016
10.7.5	<a href="#"><u>Amendment No. 5 to Lease, dated as of March 22, 2017 by and between the registrant and Freescale Semiconductor, Inc.</u></a>	8-K	001-37900	10.1	3/28/2017
10.7.6	<a href="#"><u>Amendment No. 6 to Lease, dated as of October 31, 2017 by and between the registrant and NXP USA, Inc. (formerly Freescale Semiconductor, Inc.).</u></a>	10-K	001-37900	10.40	3/15/2018
10.7.7	<a href="#"><u>Amendment No. 7 to Lease, effective as of June 30, 2018 by and between the registrant and NXP USA, Inc. (formerly Freescale Semiconductor, Inc.).</u></a>	10-Q	001-37900	10.1	11/14/2018
10.7.8	<a href="#"><u>Amendment No. 8 to Lease, effective as of November 30, 2019 by and between the registrant and NXP USA, Inc. (formerly Freescale Semiconductor, Inc.).</u></a>	10-K	001-37900	10.15	3/13/2020
10.7.9	<a href="#"><u>Amendment No. 9 to Lease, effective as of March 31, 2020 by and between the registrant and NXP USA, Inc. (formerly Freescale Semiconductor, Inc.).</u></a>	10-Q	001-37900	10.2	8/06/2020
10.7.10	<a href="#"><u>Amendment No. 10 to Lease, effective as of February 12, 2022 by and between the registrant and NXP USA, Inc. (formerly Freescale Semiconductor, Inc.).</u></a>	10-K	001-37900	10.7.10	3/2/2023

[Table of Contents](#)

10.9	<a href="#">Commercial Industrial Lease Agreement, dated as of May 18, 2012 by and between the registrant and Principal Life Insurance Company.</a>	S-1	333-213569	10.17	9/09/2016
10.9.1	<a href="#">Amendment No. 1 to Commercial Industrial Lease Agreement, dated August 12, 2016 by and between the registrant and Legacy Stonelake JV-T, LLC, successor in interest to Principal Life Insurance Company.</a>	S-1	333-213569	10.22	9/09/2016
10.10	<a href="#">Sublease Agreement, dated January 31, 2017 by and between the registrant and NXP USA, Inc. and Consent to of Landlord to Sublease, dated March 10, 2017, by and among the registrant, NXP USA, Inc. and VWP-BV CM 5670, LLC.</a>	8-K	001-37900	10.1	3/28/2017
10.10.1	<a href="#">First Amendment to Sublease Agreement, dated February 13, 2017, by and between the registrant and NXP USA, Inc. and Consent of Landlord to Amendment to Sublease, dated March 10, 2017, by and among the registrant, NXP USA, Inc. and VWP-BV CM 5670, LLC.</a>	8-K	001-37900	10.2	3/28/2017
10.10.2	<a href="#">Second Amendment to Sublease Agreement dated March 2, 2017 by and between the registrant and NXP USA, Inc. and Consent of Landlord to Sublease, dated March 10, 2017, by and among the registrant, NXP USA, Inc. and VWP-BV CM 5670, LLC.</a>	8-K	001-37900	10.3	3/28/2017
10.10.3	<a href="#">Third Amendment to Sublease Agreement, dated October 17, 2017 by and between the registrant and NXP USA, Inc. and Consent of Landlord to Sublease, dated March 10, 2017, by and among the registrant, NXP USA, Inc. and VWP-BV CM 5670, LLC.</a>	10-K	001-37900	10.39	3/15/2018
10.11++	<a href="#">STT-MRAM Joint Development Agreement, dated as of October 17, 2014 by and between the registrant and GLOBALFOUNDRIES Inc.</a>	10-Q	001-37900	10.1	11/2/2023
10.11.1++	<a href="#">Amendment No. 1 to the STT-MRAM Joint Development Agreement, dated as of May 27, 2016 by and between the registrant and GLOBALFOUNDRIES Inc.</a>	10-Q	001-37900	10.2	11/2/2023

[Table of Contents](#)

10.11.2++	<a href="#">Amendment No. 2 to the STT-MRAM Joint Development Agreement, effective as of July 25, 2017 by and between the registrant and GLOBALFOUNDRIES Inc.</a>	10-K	001-37900	10.11.2	3/04/2021
10.11.3++	<a href="#">Amendment No. 3 to the STT-MRAM Joint Development Agreement, effective as of January 1, 2018 by and between the registrant and GLOBALFOUNDRIES Inc.</a>	10-Q	001-37900	10.3	11/2/2023
10.11.4++	<a href="#">Amendment No. 4 to the STT-MRAM Joint Development Agreement, effective as of December 31, 2019 by and between the registrant and GLOBALFOUNDRIES, Inc.</a>	10-K	001-37900	10.11.4	3/04/2021
10.12+	<a href="#">Manufacturing Agreement, dated as of October 23, 2014 by and between the registrant and GLOBALFOUNDRIES Singapore Pte. Ltd.</a>	S-1	333-213569	10.20	9/09/2016
10.13	<a href="#">Restricted Stock Purchase Agreement, dated as of October 21, 2014 by and between the registrant and GLOBALFOUNDRIES Inc.</a>	S-1	333-213569	10.21	9/09/2016
10.14	<a href="#">Common Stock Purchase Agreement, dated as of September 23, 2016 by and between the registrant and GigaDevice (HK) Limited.</a>	S-1/A	333-213569	10.23	9/26/2016
10.15	<a href="#">Subcontract Agreement, dated as of October 3, 2022, by and between the registrant and QuickLogic Corporation.</a>	10-Q	001-37900	10.2	11/10/2022
10.16†	<a href="#">Non-employee Director Compensation Program, as Amended.</a>	10-Q	001-37900	10.1	5/4/2023
10.17†	<a href="#">Offer Letter, dated December 30, 2020, by and between the registrant and Darin Billerbeck.</a>	10-K	001-37900	10.26	3/04/2021
10.18†	<a href="#">Executive Employment Agreement, effective as of April 3, 2021, by and between the registrant and Sanjeev Aggarwal.</a>	8-K	001-37900	10.1	7/22/2021
10.19†	<a href="#">Executive Employment Agreement, effective as of July 2, 2021, by and between the registrant and Anuj Aggarwal.</a>	8-K	001-37900	10.2	7/22/2021

## Table of Contents

10.20†	<a href="#">First Amendment to Executive Employment Agreement, effective as of March 14, 2022, by and between the registrant and Sanjeev Aggarwal.</a>	8-K	001-37900	10.1	3/02/2022
10.21†	<a href="#">First Amendment to Offer Letter, effective as of March 14, 2022, by and between the registrant and Darin Billerbeck.</a>	8-K	001-37900	10.2	3/02/2022
10.22†	<a href="#">First Amendment to Executive Employment Agreement, effective as of March 14, 2022, by and between the registrant and Anuj Aggarwal.</a>	8-K	001-37900	10.3	3/02/2022
10.23†	<a href="#">Amended and Restated Executive Severance and Change in Control Plan.</a>	10-Q	001-37900	10.2	5/02/2024
10.24†	<a href="#">Restricted Stock Unit Grants to Executive Chairman, CEO and CFO.</a>	8-K	001-37900	Item 5.02	5/12/2022
10.25†	<a href="#">Offer Letter, dated July 10, 2018, by and between the registrant and David Schrenk.</a>	10-Q	001-37900	10.1	5/02/2024
10.26†	<a href="#">Offer Letter, dated July 16, 2024, by and between the registrant and Matthew Tenorio.</a>	8-K	001-37900	10.1	7/18/2024
10.27†	<a href="#">Separation Letter, dated July 17, 2024, by and between the registrant and Anuj Aggarwal.</a>	10-Q	001-37900	10.2	11/05/2024
10.28†^	<a href="#">Joint Development Agreement, dated August 8, 2024, by and between the registrant and Frontgrade Colorado Springs LLC.</a>	10-Q	001-37900	10.3	11/05/2024
10.29†	<a href="#">Offer Letter, dated November 12, 2024, by and between the registrant and William Cooper.</a>	8-K	001-37900	10.1	1/08/2025
10.30†*	<a href="#">Executive Employment Agreement, dated February 26, 2025, by and between the registrant and William Cooper.</a>				
19.1*	<a href="#">Insider Trading and Trading Window Policy</a>				
23.1*	<a href="#">Consent of Ernst &amp; Young LLP, Independent Registered Public Accounting Firm.</a>				
24.1*	<a href="#">Power of Attorney (included on the Signatures page of this Annual Report on Form 10-K).</a>				

[Table of Contents](#)

31.1*	<a href="#">Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended.</a>				
31.2*	<a href="#">Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended.</a>				
32.1**	<a href="#">Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>				
97.1	<a href="#">Incentive Compensation Recoupment Policy</a>	10-K	001-37900	97.1	2/29/2024
101.INS*	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.				
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.				
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.				
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.				
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.				
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).				

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\* Filed herewith.

\*\* Furnished herewith. Exhibit 32.1 is being furnished and shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liability of that section, nor shall such exhibit be deemed to be incorporated by reference in any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as otherwise specifically stated in such filing.

+ Confidential treatment has been granted for certain portions of this exhibit.

++ Portions of the exhibit, marked by brackets, have been omitted because the omitted information (i) is not material and (ii) would likely cause competitive harm if publicly disclosed.

^ Portions of the exhibit have been omitted pursuant to Item 601(b) of Regulation S-K because the omitted information is (a) 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 exhibit have been omitted pursuant to Item 601(b)(2) of Regulation S-K.

† Indicates a management contract or compensatory plan.

(b) We have filed or incorporated into this Annual Report on Form 10-K by reference, the exhibits listed on the Exhibit Index immediately above.

(c) See Item 15(a)2 above.

**Item 16. Form 10-K Summary**

Not provided.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized, in Chandler, Arizona, on February 27, 2025.

**Everspin Technologies, Inc.**

By: /s/ Sanjeev Aggarwal

Sanjeev Aggarwal  
Chief Executive Officer  
(Principal Executive Officer)

By: /s/ William Cooper

William Cooper  
Chief Financial Officer  
(Principal Financial and Accounting Officer)

[Table of Contents](#)

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sanjeev Aggarwal and William Cooper, and each of them, as his true and lawful attorneys-in-fact and agents, each with the full power of substitution, for him and in his name, place or stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Sanjeev Aggarwal</u> Sanjeev Aggarwal	Chief Executive Officer and Director (Principal Executive Officer)	February 27, 2025
<u>/s/ William Cooper</u> William Cooper	Chief Financial Officer (Principal Financial and Accounting Officer)	February 27, 2025
<u>/s/ Darin G. Billerbeck</u> Darin G. Billerbeck	Chairman of the Board	February 27, 2025
<u>/s/ Lawrence G. Finch</u> Lawrence G. Finch	Director	February 27, 2025
<u>/s/ Geoff Ribar</u> Geoff Ribar	Director	February 27, 2025
<u>/s/ Tara Long</u> Tara Long	Director	February 27, 2025
<u>/s/ Glen Hawk</u> Glen Hawk	Director	February 27, 2025
<u>/s/ Douglas Mitchell</u> Douglas Mitchell	Director	February 27, 2025

**EXECUTIVE EMPLOYMENT AGREEMENT**

**for**  
**William Cooper**

This Executive Employment Agreement (“**Agreement**”), made between **Everspin Technologies, Inc.** (the “**Company**”) and **William Cooper** (“**Executive**”) (collectively, the “**Parties**”), is effective as of February 26, 2025.

**WHEREAS**, Executive has been performing services for the Company pursuant to the terms of an offer letter from the Company dated November 12, 2024 (the “**Offer Letter**”); and

**WHEREAS**, the Company desires for Executive to continue providing services to the Company, and Executive is willing to continue such employment by the Company, on the amended and restated terms and conditions set forth in this Agreement, which terms shall replace and supersede the terms of the Offer Letter in their entirety.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Employment by the Company.**

**1.1 Position.** Executive shall continue to serve as the Company’s Chief Financial Officer. During Executive’s employment with the Company, Executive will devote Executive’s best efforts and substantially all of Executive’s business time and attention to the business of the Company, except for approved vacation periods and reasonable periods of illness or other incapacities permitted by the Company’s general employment policies.

**1.2 Duties and Location.** Executive shall continue to perform such duties as are required by the Company’s Chief Executive Officer, to whom Executive will report. Executive’s primary work location shall continue to be the Company’s headquarters in Chandler, Arizona. The Company reserves the right to reasonably require Executive to perform Executive’s duties at places other than Executive’s primary office location from time to time, and to require reasonable business travel. The Company may modify Executive’s job title and duties as it deems necessary and appropriate in light of the Company’s needs and interests from time to time.

**1.3 Policies and Procedures.** The employment relationship between the Parties shall continue to be governed by the general employment policies and practices of the Company, except that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or practices, this Agreement shall control.

## 2. Compensation.

**2.1 Salary.** For services to be rendered hereunder, Executive shall continue to receive a base salary at the rate of \$300,000 per year (the “**Base Salary**”), subject to standard payroll deductions and withholdings and payable in accordance with the Company’s regular payroll schedule. Executive’s Base Salary shall be reviewed by the Board of Directors (the “**Board**”) for possible adjustment annually.

**2.2 Sign-On Payment.** Executive was eligible to earn a one-time bonus of \$45,000, less applicable withholdings (the “**Sign-On Payment**”) pursuant to the Offer Letter. Executive acknowledges and agrees that the Company has already advanced to Executive the Sign-On Payment, which the Company advanced to Executive prior to being earned. Executive will earn the Sign-On Payment if Executive remains continuously employed with the Company through the one-year anniversary of Executive’s employment start date. If Executive’s employment with the Company terminates for any reason prior to the one-year anniversary of Executive’s employment start date, Executive agrees to repay, within 30 days of his last day of employment with the Company, the gross amount of the entire Sign-On Payment paid to Executive by the Company in advance of becoming earned.

**2.3 Bonus.** Executive will be eligible for an annual discretionary bonus of up to 75% of Executive’s Base Salary (the “**Annual Bonus**”). Executive’s annual target bonus percentage, whether Executive receives an annual bonus for any given year, and the amount of any such annual bonus, will be determined by the Board in its sole discretion based upon the Company’s and Executive’s achievement of objectives and milestones to be determined on an annual basis by the Board in consultation with Executive. Bonuses are generally paid by March 15 following the applicable bonus year, and Executive must be an active employee on the date any Annual Bonus is paid in order to earn any such Annual Bonus. Executive will not be eligible for, and will not earn, any Annual Bonus (including a prorated bonus) if Executive’s employment terminates for any reason before the date Annual Bonuses are paid.

**2.4 Standard Company Benefits.** Executive shall continue to be entitled to participate in all employee benefit programs for which Executive is eligible under the terms and conditions of the benefit plans that may be in effect from time to time. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time.

**2.5 Expenses.** The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in furtherance or in connection with the performance of Executive’s duties hereunder, in accordance with the Company’s expense reimbursement policy and requirements of the Internal Revenue Service as in effect from time to time.

**2.6 Equity.** Pursuant to the Offer Letter and subject to approval by the Board, Executive will be granted a restricted stock unit (“**RSU**”) award covering 100,000 shares of the Company’s common stock (the “**RSU Grant**”). The RSU Grant will be

granted pursuant to the terms and conditions of the 2016 Plan, the grant notice and award agreement, and the Company's policies in effect from time to time. The RSU Grant shall vest over a four-year period in accordance with the following schedule: 25% of the RSU Grant will vest on each anniversary of the grant date, subject to Executive's Continuous Service (as defined in the 2016 Plan) through each such vesting date. Executive shall be eligible to receive further equity awards, including but not limited to options, restricted stock and RSUs, in the sole discretion of the Board (collectively, the "**Equity Awards**"). For the avoidance of doubt, Executive acknowledges and agrees that the RSU Grant herein is consistent with and satisfies the Company's obligation to provide Executive with the RSU Grant as set forth in the Offer Letter.

### **3. Termination of Employment; Severance.**

**3.1 At-Will Employment.** Executive's employment relationship is at-will. Either Executive or the Company may terminate the employment relationship at any time, with or without Cause (as defined below) or advance notice.

#### **3.2 Termination Without Cause; Resignation for Good Reason.**

(i) The Company may terminate Executive's employment with the Company at any time without Cause. Further, Executive may resign at any time for Good Reason (as defined below).

(ii) In the event Executive's employment with the Company is terminated by the Company without Cause, or Executive resigns for Good Reason, then provided such termination 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**"), and provided Executive remains in compliance with all contractual obligations to the Company on each payment date, then the Company shall provide Executive with the following severance benefits, subject to the terms and conditions set forth in Section 4:

(a) The Company shall pay Executive severance in the form of continuation of Executive's then-applicable Base Salary (prior to any reduction therein that would give rise to a Good Reason resignation) for 12 months after the date of Executive's Separation from Service (the "**Severance**"). These salary continuation payments will be paid on the Company's regular payroll schedule, subject to standard deductions and withholdings, over the 12-month period following Executive's Separation from Service; *provided, however, that* no payments will be made prior to the 60th day following Executive's Separation from Service. On the 60th day following Executive's Separation from Service, provided that the Separation Agreement (as defined herein) is effective by that date, the Company will pay Executive in a lump sum the salary continuation payments that Executive would have received on or prior to such date under the original schedule with the balance of the cash severance being paid as originally scheduled.

(b) Provided that Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums to

continue Executive's coverage (including coverage for eligible dependents, if applicable) ("**COBRA Premiums**") through the period (the "**COBRA Premium Period**") starting on the Executive's Separation from Service and ending on the earliest to occur of: (i) 12 months following Executive's Separation from Service; (ii) the date Executive becomes eligible for group health insurance coverage through a new employer; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law, the Company instead shall pay to Executive, on the first day of each calendar month remaining in the COBRA Premium Period, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, which Executive may, but is not obligated to, use toward the cost of COBRA premiums.

(c) The vesting of Executive's Equity Awards shall be accelerated such that the shares subject to the Equity Awards that would have vested in the 12-month period following Executive's Separation from Service shall be deemed immediately vested and exercisable as of Executive's last day of employment (the "**Accelerated Vesting**").

### **3.3 Termination for Cause; Resignation Without Good Reason; Death or Disability.**

(i) The Company may terminate Executive's employment with the Company at any time for Cause. Further, Executive may resign at any time without Good Reason. Executive's employment with the Company may also be terminated due to Executive's death or Disability (as defined in the 2016 Plan).

(ii) If Executive resigns without Good Reason, or the Company terminates Executive's employment for Cause, or upon Executive's death or Disability, then (a) Executive will no longer vest in the Equity Awards, (b) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (c) Executive will not be entitled to any severance benefits, including (without limitation) the Severance, COBRA Premiums or Accelerated Vesting. In addition, Executive shall resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of termination.

**4. Conditions to Receipt of Severance Benefits.** Executive's receipt of the severance benefits described in Section 3.2 is contingent upon Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company (the "**Separation Agreement**") and Executive's compliance with Executive's contractual obligations to the Company. No severance benefits will be paid or provided until the Separation Agreement becomes effective and unless the Executive is then in continued compliance with contractual obligations to the Company. Executive

shall also resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of termination.

**5. Section 409A.** It is intended that all of the severance benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Internal Revenue Code Section 409A provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's 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 Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six-month period measured from the date of Executive's Separation from Service with the Company, (ii) the date of Executive's 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 deferred pursuant to this Paragraph shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

**6. Definitions.**

**6.1 Cause.** For purposes of this Agreement, "Cause" for termination of Executive's employment will mean: (a) commission of any felony or crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof; (b) attempted commission of, or participation in, a fraud or act of dishonesty against the Company; (c) intentional, material violation of any contract or agreement between Executive and the Company or of any statutory duty owed to the Company; (d) unauthorized use or disclosure of the Company's confidential information or trade secrets; or (e) gross misconduct.

**6.2 Good Reason.** For purposes of this Agreement, Executive shall have "Good Reason" for resignation from employment with the Company if any of the following actions are taken by the Company or a successor corporation or entity without

Executive's prior written consent: (a) a material reduction in Executive's base salary, which the Parties agree is a reduction of at least 10% of Executive's Base Salary (unless pursuant to a salary reduction program applicable generally to the Company's similarly situated employees); (b) a material reduction in Executive's duties (including responsibilities and/or authorities), *provided, however, that* a change in job position (including a change in title) shall not be deemed a "material reduction" in and of itself unless Executive's new duties are materially reduced from the prior duties; or (c) relocation of Executive's principal place of employment to a place that increases Executive's one-way commute by more than 35 miles as compared to Executive's principal place of employment immediately prior to such relocation. In order to resign for Good Reason, Executive must provide written notice to the Board within 30 days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive's 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, Executive must resign from all positions Executive then holds with the Company not later than 30 days after the expiration of the cure period.

7. **Proprietary Information Obligations.** Executive shall remain bound by the terms of the Employee Proprietary Information and Inventions Assignment Agreement that Executive previously executed.

8. **Outside Activities During Employment.**

8.1 **Non-Company Business.** Except with the prior written consent of the Board, Executive will not during Executive's employment with the Company, undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Executive may engage in civic and not-for-profit activities so long as such activities do not materially interfere with the performance of Executive's duties hereunder.

8.2 **No Adverse Interests.** Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

9. **Dispute Resolution.** To ensure timely and economical resolution of any disputes that may arise in connection with Executive's employment with the Company, as a condition of Executive's employment, Executive and the Company hereby agree that any and all claims, disputes or controversies of any nature whatsoever arising out of, or relating to, this letter, or its interpretation, enforcement, breach, performance or execution, Executive's employment with the Company, or the termination of such employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration conducted before a single arbitrator by the American Arbitration Association ("AAA") under the then-applicable AAA employment arbitration rules (which can be found at <http://www.adr.org/>). The arbitration shall take place in Phoenix, Arizona; *provided, however, that* if the arbitrator determines there will be an undue hardship to Executive to have the arbitration in such location, the arbitrator will choose an alternative appropriate location. Executive and the Company each acknowledge that by agreeing to

this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute, claim or demand through a trial by jury or judge or by administrative proceeding. The Federal Arbitration Act, 9 U.S.C. § 1 et seq., will, to the fullest extent permitted by law, govern the interpretation and enforcement of this arbitration agreement and any arbitration proceedings. This provision shall not be mandatory for any claim or cause of action to the extent applicable law prohibits subjecting such claim or cause of action to mandatory arbitration and such applicable law is not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the “**Excluded Claims**”), such as non-individual claims that cannot be waived under applicable law, claims or causes of action alleging sexual harassment or a nonconsensual sexual act or sexual contact, or unemployment or workers’ compensation claims brought before the applicable state governmental agency. In the event Executive or the Company intends to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration. Executive acknowledges and agrees that proceedings of any non-individual claim(s) under the California Private Attorneys General Act (“**PAGA**”) that may be brought in court shall be stayed for the duration and pending a final resolution of the arbitration of any individual or individual PAGA claim. Nothing herein prevents Executive from filing and pursuing proceedings before a federal or state governmental agency, although if Executive chooses to pursue a claim following the exhaustion of any applicable administrative remedies, that claim would be subject to this provision. In addition, with the exception of Excluded Claims arising out of 9 U.S.C. § 401 et seq., all claims, disputes, or causes of action under this section, whether by Executive 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, representative, or collective proceeding, nor joined or consolidated with the claims of any other person or entity. Executive acknowledges that by agreeing to this arbitration procedure, both Executive and the Company waive all rights to have any dispute be brought, heard, administered, resolved, or arbitrated on a class, representative, or collective action basis. 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. If a court finds, by means of a final decision, not subject to any further appeal or recourse, that the preceding sentences regarding class, representative, or collective claims or proceedings violate applicable law or are otherwise unenforceable, as to a particular claim or request for relief, the parties agree that any such claim(s) or request(s) for relief be severed from the arbitration and may proceed in a court of law rather than by arbitration. All other claims or requests for relief shall be arbitrated. Executive will have the right to be represented by legal counsel at any arbitration proceeding. Questions of whether a claim is subject to arbitration and procedural questions which grow out of the dispute and bear on the final disposition are matters for the arbitrator to decide, provided however, that if required by applicable law, a court and not the arbitrator may determine the enforceability of this paragraph with respect to Excluded Claims. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as Executive or the Company would otherwise be entitled to seek in a court of 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 Company shall pay all arbitration administrative fees in excess of the administrative fees that

Executive would be required to pay if the dispute were decided in a court of law. Each party is responsible for its own attorneys' fees, except as may be expressly set forth in Executive's Employee Proprietary Information and Inventions Assignment Agreement or as otherwise provided under applicable law. Nothing in this letter agreement is intended to prevent either Executive 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.

**10. General Provisions.**

**10.1 Notices.** Any notices required hereunder to be in writing shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail or confirmed facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the Company at its primary office location and to Executive at Executive's address as listed on the Company payroll or to Executive's Company-issued email address or Executive's email address as listed in Company records, or at such other address as the Company or Executive may designate by 10 days' advance written notice to the other.

**10.2 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties.

**10.3 Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

**10.4 Complete Agreement.** This Agreement constitutes the entire agreement between Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement 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, including (without limitation) the Offer Letter. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

**10.5 Counterparts.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

**10.6 Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**10.7 Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of his duties hereunder and he may not assign any of his rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

**10.8 Tax Withholding and Indemnification.** All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to the Agreement.

**10.9 Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

EVERSPIN TECHNOLOGIES, INC.

By: /s/ Sanjeev Aggarwal

Sanjeev Aggarwal  
Chief Executive Officer

EVERSPIN TECHNOLOGIES, INC.

/s/ William Cooper

William Cooper

## EVERSPIN TECHNOLOGIES, INC.

## INSIDER TRADING AND TRADING WINDOW POLICY

## AMENDED AND RESTATED

JULY 31, 2023

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**INTRODUCTION**

This policy determines acceptable transactions in the securities of Everspin Technologies, Inc. (“*Everspin*” or the “*Company*”) by our employees, directors and consultants. During the course of your employment, directorship or consultancy with the Company, you may receive important information that is not yet publicly available (“*inside information*”), about the Company or about other publicly-traded companies with which the Company has business dealings. Because of your access to this inside information, you may be in a position to profit financially by buying or selling, or in some other way dealing, in the Company’s stock, or stock of another publicly-traded company, or to disclose such information to a third party who does so profit (a “*tippee*”).

**INSIDER TRADING POLICY***Securities Transactions*

Use of inside information by someone for personal gain, or to pass on, or “tip,” the inside information to someone who uses it for personal gain, is illegal, regardless of the quantity of shares, and is therefore prohibited. You can be held liable both for your own transactions and for transactions effected by a tippee, or even a tippee of a tippee. Furthermore, it is important that the appearance of insider trading in securities be avoided. The only exception is that transactions directly with the Company, e.g., option exercises for cash or purchases under the Company’s employee stock purchase plan, are permitted. However, the subsequent sale (including the sale of shares in a cashless exercise program) or other disposition of such stock is fully subject to these restrictions.

*Inside Information*

As a practical matter, it is sometimes difficult to determine whether you possess inside information. The key to determining whether nonpublic information you possess about a public company is inside information is whether dissemination of the information would likely affect the market price of the company’s stock or would likely be considered important, or “material,” by investors who are considering trading in that company’s stock. Certainly, if the information makes you want to trade, it would probably have the same effect on others. Remember, both positive and negative information can be material. If you possess inside information, you may not trade in a company’s stock, advise anyone else to do so or communicate the information to anyone else until you know that the information has been publicly disseminated. This policy also applies to all family members and other household members of those covered by this policy and all companies controlled by those covered by this policy. You may never recommend to another person that he or she buy, hold or sell our stock. This means that in some circumstances, you may have to forego a proposed transaction in a company’s securities even if you planned to execute the transaction prior to learning of the inside information and even though you believe you may suffer an economic loss or sacrifice an anticipated profit by waiting. “*Trading*” includes engaging in short sales, transactions in put or call options, hedging transactions and other inherently speculative transactions.

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You may not participate in “chat rooms” or other electronic discussion groups or contribute to blogs, bulletin boards or social media forums on the Internet concerning the activities of Everspin or other companies with which Everspin does business, even if you do so anonymously, unless doing so is part of your job responsibilities and you have explicit authorization from the Company’s Chief Financial Officer.

Although by no means an all-inclusive list, information about the following items may be considered to be inside information until it is publicly disseminated:

- (a) financial results or forecasts;
- (b) major new products or processes;
- (c) acquisitions or dispositions of assets, divisions, companies, etc.;
- (d) pending public or private sales of debt or equity securities;
- (e) declaration of stock splits, dividends or changes in dividend policy;
- (f) major contract awards or cancellations;
- (g) top management or control changes;
- (h) possible tender offers or proxy fights;
- (i) significant writeoffs;
- (j) significant litigation;
- (k) impending bankruptcy;
- (l) gain or loss of a significant license agreement or other contracts with customers or suppliers;
- (m) pricing changes or discount policies;
- (n) corporate partner relationships; and
- (o) notice of issuance of patents.

For information to be considered publicly disseminated, it must be widely disclosed through a press release or SEC filing, and a sufficient amount of time must have passed to allow the information to be fully disclosed. Generally speaking, information will be considered publicly disseminated after two full trading days have elapsed since the date of public disclosure of the information. For example, if an announcement of inside information of which you were aware was made prior to trading on Wednesday, then you may execute a transaction in the Company’s securities on Friday.

## STOCK TRADING BY EMPLOYEES AND DIRECTORS

We require that all executive officers, directors and certain other members of management designated by the Company's Chief Financial Officer from time to time, limit their transactions in the Company's stock to defined time periods following public dissemination of quarterly and annual financial results and notify, and receive approval from, the Company's Chief Financial Officer prior to engaging in transactions in the Company's stock and observe other restrictions designed to minimize the risk of apparent or actual insider trading.

### *Covered Insiders*

The provisions outlined in this stock trading policy apply to all executive officers and directors of the Company. In addition, certain members of management and other employees, who are designated by the Chief Executive Officer or the Chief Financial Officer and informed of such designation, are subject to this policy because of their access to sensitive Company information. Generally, any entities or family members or others whose trading activities are controlled or influenced by any of such persons should be considered to be subject to the same restrictions.

### *Window Period*

Generally, except as set forth in this policy, executive officers and directors and other members of management may buy or sell securities of the Company only during a "window period" that opens after two full trading days have elapsed after the public dissemination of the Company's annual or quarterly financial results and closes two weeks before the end of the next quarter. This window period may be closed early or may not open if, in the judgment of the Company's Chief Executive Officer and Chief Financial Officer, there exists undisclosed information that would make trades by members of the Company's management and directors inappropriate. It is important to note that the fact that the window period has closed early or has not opened should be considered inside information. An executive officer or director or other member of management who believes that special circumstances require him or her to trade outside the window period should consult with the Company's Chief Financial Officer who will consult with the Company's counsel. Permission to trade outside the window period will be granted only where the circumstances are extenuating and there appears to be no significant risk that the trade may subsequently be questioned.

### *Exceptions to Window Period*

1. *ESPP/Option Exercises.* Officers and other members of management who are eligible to do so may purchase stock under the Company's Employee Stock Purchase Plan ("**ESPP**") on periodic designated dates in accordance with the ESPP without restriction to any particular period. Directors and officers and other members of management may exercise options for cash granted under the Company's stock option plans without restriction to any particular period. However, the subsequent sale of the stock (including sales of stock in a cashless exercise) acquired upon the exercise of options or pursuant to the ESPP is subject to all provisions of this policy.

2. *10b5-1 Automatic Trading Programs.* In addition, purchases or sales of the Company's securities made pursuant to, and in compliance with, a written plan established by a director or executive officer or other member of management that meets the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") (a "**Trading Plan**") may be made without restriction to any particular period provided, that (i) the Trading Plan was established in good faith, in compliance with the requirements of Rule 10b5-1 (see Frequently Asked Questions About the Requirements of Rule 10b5-1 attached hereto as **EXHIBIT A**), at the time when such individual was not in

possession of inside information about the Company and the Company had not imposed any trading blackout period, and (ii) the Trading Plan was reviewed by the Company prior to establishment or modification, solely to confirm compliance with this policy and the securities laws. The Company must be notified of the establishment of any such Trading Plan, any modifications to such Trading Plan and the termination of such Trading Plan.

### ***Pre-Clearance and Advance Notice of Transactions***

In addition to the requirements of paragraph B above, executive officers and directors and other members of management may not engage in any transaction in the Company's securities, including any purchase or sale in the open market, loan, pledge, hedge or other transfer of beneficial ownership without first obtaining pre-clearance of the transaction from the Company's Chief Financial Officer and the Company's legal counsel, currently Matt Hemington of Cooley LLP, (the "**Clearing Officers**") at least two business days in advance of the proposed transaction. The Clearing Officers will then determine whether the transaction may proceed and, if so, will direct the Compliance Coordinator (as identified in the Company's Section 16 Compliance Program) to assist in complying with the reporting requirements under Section 16(a) of the Exchange Act, if any. Pre-cleared transactions not completed within five business days shall require new pre-clearance under the provisions of this paragraph. The Company may, at its discretion, shorten such period of time.

Advance notice of gifts or an intent to exercise an outstanding stock option shall be given to the Clearing Officers. To the extent possible, advance notice of upcoming transactions to be effected pursuant to an established Trading Plan shall also be given to the Clearing Officers. Upon completion of any transaction, the executive officer or director or other member of management must immediately notify the Compliance Coordinator and any other individuals identified in Section 3 of the Company's Section 16 Compliance Program so that the Company may assist in any Section 16 reporting obligations.

### ***Prohibition of Speculative or Short-term Trading***

No executive officer, director, employee or consultant to Everspin may engage in short sales, transactions in put or call options, hedging transactions, margin accounts, pledges, or other inherently speculative transactions with respect to the Company's stock at any time.

### ***Short-Swing Trading/Control Stock/Section 16 Reports***

Officers and directors subject to the reporting obligations under Section 16 of the Exchange Act should take care not to violate the prohibition on short-swing trading (Section 16(b) of the Exchange Act) and the restrictions on sales by control persons (Rule 144 under the Securities Act of 1933, as amended), and should file all appropriate Section 16(a) reports (Forms 3, 4 and 5), which are enumerated and described in the Company's Section 16 Compliance Program, and any notices of sale required by Rule 144.

### **DURATION OF POLICY'S APPLICABILITY**

This policy continues to apply to your transactions in the Company's stock or the stock of other public companies engaged in business transactions with the Company even after your employment, directorship or consultancy with the Company has terminated. If you are in possession of inside information when your relationship with the Company concludes, you may not trade in the Company's stock or the stock of such other company until the information has been publicly disseminated or is no longer material.

## **PENALTIES**

Anyone who effects transactions in the Company's stock or the stock of other public companies engaged in business transactions with the Company (or provides information to enable others to do so) on the basis of inside information is subject to both civil liability and criminal penalties, as well as disciplinary action by the Company. An employee, director or consultant who has questions about this policy should contact his or her own attorney or the Company's Chief Financial Officer at [bill.cooper@everspin.com](mailto:bill.cooper@everspin.com). Please also see Frequently Asked Questions About Insider Trading and This Policy attached hereto as **EXHIBIT B**.

FREQUENTLY ASKED QUESTIONS ABOUT THE REQUIREMENTS OF RULE 10B5-1

The following provides a brief overview of the requirements of Rule 10b5-1 and does not purport to be complete. You should contact our Chief Financial Officer, William Cooper, at bill.cooper@everspin.com, for any questions regarding Rule 10b5-1.

1. ***What is Rule 10b5-1?***

**A:** Rule 10b5-1 is a rule adopted by the Securities and Exchange Commission that establishes guidelines under which you can establish a pre-determined trading plan (“***Trading Plan***”) to enable you to buy or sell Everspin securities without violating insider trading rules. Rule 10b5-1's safe harbor provides you with an important set of affirmative defenses against insider trading liability for transactions that were planned by you at a time when you were not in possession of material nonpublic information. However, to avail yourself to the protections of Rule 10b5-1, the requirements of Rule 10b5-1 must be met.

2. ***What is a Trading Plan?***

**A:** A Trading Plan is plan established by you that is:

- a binding contract to execute trades,
- instructions to an independent person to execute trades, or
- written plan for trading securities.

3. ***When may I establish a Trading Plan?***

**A:** You may establish a Trading Plan only *while not in possession* of material nonpublic information. In addition, if an independent person is executing trades on your behalf, such independent person cannot be in possession of any material nonpublic information at the time the trades are executed.

In addition, at the time of implementation of a Trading Plan, you must be acting in good faith, and you must act in good faith with respect to your Trading Plan, which includes not only the adoption of, but also any modification to, the Trading Plan and actions related to the Trading Plan. Therefore, once you establish a Trading Plan, it must be strictly implemented such that you are able to demonstrate that purchases or sales under the Trading Plan were made pursuant to the terms of the Trading Plan. Moreover, you must not try to influence the timing of Everspin's disclosures to benefit your trades under the Trading Plan.

4. ***When may trades commence under my Trading Plan after it is established?***

**A:** Rule 10b5-1 requires a mandatory “cooling off” period between the adoption (or material modification) of a Trading Plan and when the first trade under the Trading Plan may occur.

The mandatory cooling-off period imposed on *directors and Section 16 officers* is the later of 90 days after the adoption of the Trading Plan or two business days following the disclosure of the Company's financial results in a Form 10-Q or Form 10-K for the fiscal quarter in which the Trading Plan was adopted, not to exceed 120 days.

For *other individuals*, the required cooling-off period is 30 days after the adoption of the Trading Plan.

In addition, a modification to the amount, price, or timing of a purchase or sale of the Company's securities is considered a termination of the Trading Plan and adoption of a new Trading Plan, triggering a new cooling-off period. Administrative changes to a Trading Plan that do not affect the amount, price, or timing of a purchase or sale, such as adjustments for a stock split, will not be deemed a termination that triggers a new cooling-off period.

**5. *What must a Trading Plan specify?***

**A:** Primarily, a Trading Plan must specify, for each trade under the Trading Plan, the amount, price and date of the trade or a written formula for determining the amount, price and date of the trade, and in a manner that does not allow you to exercise influence over how, when or whether to effect the trade.

**6. *Are there specific additional requirements for directors and officers?***

**A:** Yes, directors and officers must certify within the Trading Plan that at the time of the Trading Plan's adoption or modification they are not aware of material nonpublic information about the Company or its securities, and that they are adopting the Trading Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5.

**7. *May I have more than one Trading Plan in place at a time?***

**A:** No, you may have only one Trading Plan in place at a time, except that you may have one or more additional Trading Plans that instruct your broker or agent to sell securities necessary to satisfy income tax withholding obligations arising in connection with the vesting (and settlement) of certain compensatory equity awards, including restricted stock and restricted stock units (but not stock options), often referred to as "sell-to-cover" plans, where you do not otherwise exercise control over the timing of such sales.

**8. *May I have a Trading Plan that provides for only one trade?***

**A:** Yes, but you may only have one single-trade Trading Plan involving open-market transactions during any rolling 12-month period. This single-trade plan limitation will not apply to "sell-to-cover" Trading Plans discussed above.

**9. *Can I adopt or modify my Trading Plan without the Company's involvement?***

**A:** No. Under the Company's Insider Trading and Trading Window Policy, your Trading Plan must be reviewed by the Company prior to establishment or modification, solely to confirm compliance with the Company's Insider Trading and Trading Window Policy and Rule 10b5-1. In addition, the Company must be notified of any termination of such Trading Plan. These requirements are particularly important given the Company's disclosure obligations with respect to Trading Plans. Rule 10b5-1 is quite complex and establishing a Trading Plan that meets the requirements of Rule 10b5-1 requires in depth knowledge of the requirements of Rule 10b5-1. As a result, please contact our Chief Financial Officer, William Cooper, at [bill.cooper@everspin.com](mailto:bill.cooper@everspin.com), when considering the establishment, modification or termination of a Trading Plan.

FREQUENTLY ASKED QUESTIONS ABOUT INSIDER TRADING AND THIS POLICY

10. *What is insider trading?*

**A:** Insider trading is the buying or selling of stocks, bonds, futures, or other securities by someone in possession of material, nonpublic information. Insider trading also includes trading in options (puts and calls) the price of which is linked to the underlying price of a company's stock. It does not matter how many shares you buy or sell, or whether it has an effect on the stock price – if you have material, nonpublic information and you trade, you have broken the law.

11. *Why is insider trading illegal?*

**A:** If company insiders are able to use their confidential knowledge to their financial advantage, other investors would not have confidence in the fairness and integrity of the marketplace. Requiring those who have such information to disclose (the information to the public) or abstain (from trading) ensures an even playing field.

12. *What is material, nonpublic information?*

**A:** Information is material if it would influence a reasonable investor to buy or sell a stock, bond or other security. This could mean many things – financial results, potential mergers, major contracts, etc. Information is nonpublic if it has not yet been released and disseminated to the public.

13. *Who can be guilty of insider trading?*

**A:** Anyone who buys or sells a security while in possession of material, nonpublic information. It does not matter if you are not an executive officer or director, or even if you do not work at Everspin– if you know something material about the value of a security that not everyone else does, regardless of who you are, you can be found guilty of insider trading.

14. *Does Everspin have an insider trading policy?*

**A:** Yes.

15. *What if I work in a foreign office?*

**A:** There is no difference. The policy and law applies to you. Because our common stock trades on a United States securities exchange, the insider trading laws of the U.S. apply. The U.S. Securities and Exchange Commission (the SEC) (a U.S. government agency in charge of investor protection) and the Financial Industry Regulatory Authority (FINRA) (a private regulator that oversees U.S. exchanges) routinely investigate trading in a company's securities conducted by internationally-based individuals and firms. In addition, as an Everspin employee, our policies apply to you no matter where in the world you work.

16. *What if I don't buy or sell anything, but I tell someone else the information and they buy or sell?*

**A:** That is called "tipping." You are the "tipper" and the other person is called the "tippee". If the tippee buys or sells based on that material, nonpublic information, you might still be guilty of insider

trading. In fact, if you tell family members who tell others and those people then trade on the information, those family members might be guilty of insider trading too. As a result, you may not discuss material, non-public information about Everspin with anyone outside Everspin, including spouses, family members, friends, or business associates. This includes anonymous discussion on the Internet about Everspin or companies with which Everspin does business.

**17. *What if I don't tell them the information itself, I just tell them whether they should buy or sell?***

**A:** That is still tipping, and you can still be found guilty of insider trading. According to our policies, you may never recommend to another person that they buy, hold or sell our common stock or any derivative security related to our common stock.

**18. *What are the penalties if I trade on inside information, or tip off someone else?***

**A:** Anyone found liable in a civil case for trading on inside information may need to pay the U.S. government an amount equal to any profit made or any loss avoided and may also face a penalty of up to three times this amount. Persons found liable for tipping inside information, even if they did not trade themselves, may face a penalty of up to three times the amount of any profit gained or loss avoided by everyone in the chain of tippees. In addition, anyone convicted of criminal insider trading can face prison terms and additional fines.

**19. *What is "loss avoided"?***

**A:** If you sell a common stock or a related derivative security before the negative news is publicly announced, and as a result of the announcement the stock price declines, you have avoided the loss caused by the negative news.

**20. *Am I restricted from trading securities of any companies except Everspin (for example a customer or competitor of Everspin)?***

**A:** Yes. U.S. insider trading laws restrict everyone from trading in a company's securities based on material nonpublic information about that company, regardless of whether the person is directly connected with that company. Therefore, if you obtain material nonpublic information about another company, you should not trade in that company's securities. You should be particularly conscious of this restriction if, through your position at Everspin, you sometimes obtain sensitive, material information about other companies and their business dealings with Everspin.

**21. *So if I do not trade Everspin securities when I have material nonpublic information, and I don't "tip" other people, I am in the clear, right?***

**A:** Not necessarily. Even if you do not violate U.S. law, you may still violate our policies. Our policies are stricter than the law requires, so that we and our employees can avoid even the appearance of wrongdoing. Therefore, please review the entire policy carefully.

**22. *If I am aware of new product or service developments that have not been announced to the public, do I possess material non-public information?***

**A:** In most circumstances, Everspin does not consider new product and service developments to be material information that would require the closing of the trading window with respect to those individuals that are aware of these developments. However, there are circumstances where a new product or service in development or issues with respect to current or past products or services could be so

significant that it constitutes material non-public information. In these circumstances, you will be notified by email if the trading window is closed for you.

**23. *So when can I buy or sell my Everspin securities?***

**A:** According to our policies, if you have material, nonpublic information, you may not buy or sell our common stock until the third trading day after that information is released or announced to the public. At that point, the information is considered public. **Even if you do not have material, nonpublic information, you may not trade in our common stock during any trading “blackout” period.** (A list of current blackout periods can be obtained from the Company’s Chief Financial Officer and additional trading blackout periods may be announced by email.)

**24. *If I have an open order to buy or sell Everspin securities on the date the trading window closes, my broker will cancel the open order and won’t execute the trade, right?***

**A:** No. If you have any open orders at the time the trading window closes, it is your responsibility to cancel these orders with your broker. If you have an open order and it executes after the trading window closes, it is a violation of our insider trading policy and may also be a violation of the insider trading laws.

**25. *Am I allowed to trade derivative securities of Everspin? Or, short Everspin common stock?***

**A:** No. Under our policies, you may not trade in derivative securities related to our common stock, which includes, but is not limited to publicly-traded call and put options. In addition, under our policies, you may not engage in short selling of our common stock at any time.

“Derivative securities” are securities other than common stock that are speculative in nature because they permit a person to leverage his or her investment using a relatively small amount of money. Examples of derivative securities include (but are not limited to) “put options” and “call options”. These are different from employee stock options, which are not derivative securities.

“Short selling” is profiting when you expect the price of the stock to decline, and includes transactions in which you borrow stock from a broker, sell it, and eventually buy it back on the market to return the borrowed shares to the broker. Profit is made through the expectation that the stock price will decrease during the period of borrowing.

**26. *Why does Everspin prohibit trading in derivative securities and short selling?***

**A:** Many companies with volatile stock prices have adopted such policies because of the temptation it represents to try to benefit from a relatively low cost method of trading on short-term swings in stock prices (without actually holding the underlying common stock) and encourages speculative trading. For this reason, we have decided to prohibit employees from such trading. As we are dedicated to building stockholder value, short selling our common stock is adverse to our stated values and would not be received well by our stockholders.

**27. *Can I purchase Everspin securities on margin or hold them in a margin account?***

**A:** Under our policies, you may not purchase our common stock on margin or hold it in a margin account at any time.

“Purchasing on margin” is the use of borrowed money from a brokerage firm to purchase our securities. Holding our securities in a margin account includes holding the securities in a account in which the shares can be sold to pay a loan to the brokerage firm.

**28. *Why does Everspin prohibit me from purchasing Everspin securities on margin or holding them in a margin account?***

**A:** Margin loans are subject to a margin call whether or not you possess insider information at the time of the call. If your margin call were called at a time when you had insider information and you could not or did not supply other collateral, you and Everspin could be subject to litigation based on your insider trading activities: the sale of the stock (through the margin call) when you possessed material nonpublic information. The sale would be attributed to you even though the lender made the ultimate determination to sell. The U.S. Securities and Exchange Commission takes the view that you made the determination to not supply the additional collateral and you are therefore responsible for the sale.

**29. *Can I exercise stock options during a trading blackout period or when I possess material nonpublic information?***

**A:** Yes. You may exercise the option and receive shares, but you may not sell the shares (even to pay the exercise price or any taxes due) or otherwise settle the option during a trading blackout period or any time that you have material, nonpublic information. Also note that if you choose to exercise and hold the shares, you will be responsible at that time for any taxes due.

**30. *Am I subject to the trading blackout period if I am no longer an employee of Everspin?***

**A:** It depends. If your employment with Everspin ends on a day that the trading window is closed, you will be subject to the trading blackout period then in effect. If your employment with Everspin ends on a day that the trading window is open, you will not be subject to the next trading blackout period. However, even if you are not subject to our trading blackout period after you leave Everspin, you should not trade in Everspin securities if you possess material nonpublic information. That restriction stays with you as long as the information you possess is material and not released by Everspin.

**31. *Can I gift stock while I possess material nonpublic information or during a trading blackout period?***

**A:** Because of the potential for the appearance of impropriety, you may not make gifts, whether to charities, to a trust or otherwise, of our common stock when you possess material nonpublic information or during a trading blackout period.

**32. *What if I purchased publicly-traded options or other derivative securities before I became a Everspin employee (or contractor or consultant)?***

**A:** The same rules apply as for employee stock options. You may exercise the publicly-traded options at any time, but you may not sell such securities during a trading blackout period or at any time that you have material, nonpublic information. When you become an Everspin employee, you must report to our Chief Financial Officer that you hold such publicly traded options or other derivative securities.

**33. *May I own shares of a mutual fund that invests in Everspin?***

**A:** Yes.

**34. *Are mutual fund shares holding Everspin subject to the trading blackout periods?***

**A:** No. You may trade in mutual funds holding our common stock at any time.

**35. *May I use a “routine trading program” or “10b5-1 plan”?***

**A:** Yes, subject to the requirements discussed in our Insider Trading and Trading Window Policy. A routine trading program, also known as a 10b5-1 plan, allows you to set up a highly structured program with your stock broker through which you specify ahead of time the date, price, and amount of securities to be traded. If you wish to create a 10b5-1 plan, you must contact our Chief Financial Officer for approval.

**36. *What happens if I violate our insider trading policy?***

**A:** Violation of our policies may result in severe personnel action, including a memo to your personnel file and up to and including termination of your employment or other relationship with Everspin. In addition, you may be subject to criminal and civil enforcement actions by the government.

**37. *Who should I contact if I have questions about our insider trading policy?***

**A:** You should contact our Chief Financial Officer, William Cooper, at [bill.cooper@everspin.com](mailto:bill.cooper@everspin.com).

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the following Registration Statements:

- 1) Registration Statement (Form S-8 No. 333-214018) pertaining to the Everspin Technologies, Inc. 2008 Equity Incentive Plan, 2016 Equity Incentive Plan and the 2016 Employee Stock Purchase Plan,
- 2) Registration Statement (Form S-8 No. 333-219938) pertaining to the Everspin Technologies, Inc. 2016 Equity Incentive Plan and the 2016 Employee Stock Purchase Plan,
- 3) Registration Statement (Form S-8 No. 333-225119) pertaining to the Everspin Technologies, Inc. 2016 Equity Incentive Plan and the 2016 Employee Stock Purchase Plan,
- 4) Registration Statement (Form S-8 No. 333-230349) pertaining to the Everspin Technologies, Inc. 2016 Equity Incentive Plan and the 2016 Employee Stock Purchase Plan,
- 5) Registration Statement (Form S-8 No. 333-237146) pertaining to the Everspin Technologies, Inc. 2016 Equity Incentive Plan and the 2016 Employee Stock Purchase Plan,
- 6) Registration Statement (Form S-8 No. 333-253884) pertaining to the Everspin Technologies, Inc. 2016 Equity Incentive Plan and the 2016 Employee Stock Purchase Plan,
- 7) Registration Statement (Form S-8 No. 333-258794) pertaining to the Everspin Technologies, Inc. Amended and Restated 2016 Equity Incentive Plan,
- 8) Registration Statement (Form S-8 No. 333-263404) pertaining to the Everspin Technologies, Inc. Amended and Restated 2016 Equity Incentive Plan and Everspin Technologies, Inc. 2016 Employee Stock Purchase Plan,
- 9) Registration Statement (Form S-8 No. 333-270242) pertaining to the Everspin Technologies, Inc. Amended and Restated 2016 Equity Incentive Plan and Everspin Technologies, Inc. 2016 Employee Stock Purchase Plan,
- 10) Registration Statement (Form S-3 No. 333-275585) of Everspin Technologies, Inc., and
- 11) Registration Statement (Form S-8 No. 333-277543) pertaining to the Everspin Technologies, Inc. Amended and Restated 2016 Equity Incentive Plan and Everspin Technologies, Inc. 2016 Employee Stock Purchase Plan;

of our report dated February 27, 2025, with respect to the financial statements of Everspin Technologies, Inc. included in this Annual Report (Form 10-K) for the year ended December 31, 2024.

/s/ Ernst & Young LLP

Phoenix, Arizona  
February 27, 2025

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**Certification of the Principal Executive Officer**

I, Sanjeev Aggarwal, certify that:

1. I have reviewed this Annual Report on Form 10-K of Everspin Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e), 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: February 27, 2025

/s/ Sanjeev Aggarwal  
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Sanjeev Aggarwal  
*Chief Executive Officer*  
*(Principal Executive Officer)*

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**Certification of Principal Financial Officer**

I, William Cooper, certify that:

1. I have reviewed this Annual Report on Form 10-K of Everspin Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e), 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: February 27, 2025

/s/ William Cooper  
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William Cooper  
(Chief Financial Officer)  
(Principal Financial Officer)

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**Certification Pursuant to  
18 U.S.C. Section 1350,  
As Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Everspin Technologies, Inc. (the "Company") on Form 10-K for the year ended December 31, 2024 (the "Report"), Sanjeev Aggarwal, Chief Executive Officer of the Company, and William Cooper, Chief Financial Officer of the Company, each hereby certifies, pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. Section 1350), as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; 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: February 27, 2025

/s/ Sanjeev Aggarwal  
\_\_\_\_\_  
Sanjeev Aggarwal  
*Chief Executive Officer*  
*(Principal Executive Officer)*

/s/ William Cooper  
\_\_\_\_\_  
William Cooper  
*Chief Financial Officer*  
*(Principal Financial Officer)*

This certification accompanies the Form 10-K 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 Everspin Technologies, Inc. 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 Form 10-K), irrespective of any general incorporation language contained in such filing.

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## EVERSPIN TECHNOLOGIES, INC.

## INCENTIVE COMPENSATION RECOUPMENT POLICY

**1. INTRODUCTION**

The Board of Directors (the “**Board**”) of Everspin Technologies, Inc., a Delaware corporation (the “**Company**”), has determined that it is in the best interests of the Company and its stockholders to adopt this Incentive Compensation Recoupment Policy (this “**Policy**”) providing for the Company’s recoupment of Recoverable Incentive Compensation that is received by Covered Officers of the Company under certain circumstances. Certain capitalized terms used in this Policy have the meanings given to such terms in Section 3 below.

This Policy is designed to comply with, and shall be interpreted to be consistent with, Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder (“**Rule 10D-1**”) and Nasdaq Listing Rule 5608 (the “**Listing Standards**”).

**2. EFFECTIVE DATE**

This Policy shall apply to all Incentive Compensation that is received by a Covered Officer on or after October 2, 2023 (the “**Effective Date**”). Incentive Compensation is deemed “**received**” in the Company’s fiscal period in which the Financial Reporting Measure specified in the Incentive Compensation award is attained, even if the payment or grant of such Incentive Compensation occurs after the end of that period.

**3. DEFINITIONS**

“**Accounting Restatement**” means an accounting restatement that the Company is required to prepare due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

“**Accounting Restatement Date**” means the earlier to occur of (a) the date that the Board, a committee of the Board authorized to take such action, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (b) the date that a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.

“**Administrator**” means the Compensation Committee or, in the absence of such committee, the Board.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“**Compensation Committee**” means the Compensation Committee of the Board.

“**Covered Officer**” means each current and former Executive Officer.

“**Exchange**” means the Nasdaq Stock Market.

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“*Exchange Act*” means the U.S. Securities Exchange Act of 1934, as amended.

“*Executive Officer*” means the Company’s president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the Company. Executive officers of the Company’s parent(s) or subsidiaries are deemed executive officers of the Company if they perform such policy-making functions for the Company. Policy-making function is not intended to include policy-making functions that are not significant. Identification of an executive officer for purposes of this Policy would include at a minimum executive officers identified pursuant to Item 401(b) of Regulation S-K promulgated under the Exchange Act.

“*Financial Reporting Measures*” means measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures derived wholly or in part from such measures, including Company stock price and total stockholder return (“*TSR*”). A measure need not be presented in the Company’s financial statements or included in a filing with the SEC in order to be a Financial Reporting Measure.

“*Incentive Compensation*” means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

“*Lookback Period*” means the three completed fiscal years immediately preceding the Accounting Restatement Date, as well as any transition period (resulting from a change in the Company’s fiscal year) within or immediately following those three completed fiscal years (except that a transition period of at least nine months shall count as a completed fiscal year). Notwithstanding the foregoing, the Lookback Period shall not include fiscal years completed prior to the Effective Date.

“*Recoverable Incentive Compensation*” means Incentive Compensation received by a Covered Officer during the Lookback Period that exceeds the amount of Incentive Compensation that would have been received had such amount been determined based on the Accounting Restatement, computed without regard to any taxes paid (*i.e.*, on a gross basis without regard to tax withholdings and other deductions). For any compensation plans or programs that take into account Incentive Compensation, the amount of Recoverable Incentive Compensation for purposes of this Policy shall include, without limitation, the amount contributed to any notional account based on Recoverable Incentive Compensation and any earnings to date on that notional amount. For any Incentive Compensation that is based on stock price or TSR, where the Recoverable Incentive Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the Administrator will determine the amount of Recoverable Incentive Compensation based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or TSR upon which the Incentive Compensation was received. The Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to the Exchange in accordance with the Listing Standards.

“*SEC*” means the U.S. Securities and Exchange Commission.

#### 4. RECOUPMENT

(a) **Applicability of Policy.** This Policy applies to Incentive Compensation received by a Covered Officer (i) after beginning services as an Executive Officer, (ii) who served as an Executive Officer at any time during the performance period for such Incentive Compensation, (iii) while the Company had a class of securities listed on a national securities exchange or a national securities association, and (iv) during the Lookback Period.

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**(b) Recoupment Generally.** Pursuant to the provisions of this Policy, if there is an Accounting Restatement, the Company must reasonably promptly recoup the full amount of the Recoverable Incentive Compensation, unless the conditions of one or more subsections of Section 4(c) of this Policy are met and the Compensation Committee, or, if such committee does not consist solely of independent directors, a majority of the independent directors serving on the Board, has made a determination that recoupment would be impracticable. Recoupment is required regardless of whether the Covered Officer engaged in any misconduct and regardless of fault, and the Company's obligation to recoup Recoverable Incentive Compensation is not dependent on whether or when any restated financial statements are filed.

**(c) Impracticability of Recovery.** Recoupment may be determined to be impracticable if, and only if:

(i) the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount of the applicable Recoverable Incentive Compensation; provided that, before concluding that it would be impracticable to recover any amount of Recoverable Incentive Compensation based on expense of enforcement, the Company shall make a reasonable attempt to recover such Recoverable Incentive Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the Exchange in accordance with the Listing Standards;

or

(ii) recoupment of the applicable Recoverable Incentive Compensation would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Code Section 401(a)(13) or Code Section 411(a) and regulations thereunder.

**(d) Sources of Recoupment.** To the extent permitted by applicable law, the Administrator shall, in its sole discretion, determine the timing and method for recouping Recoverable Incentive Compensation hereunder, provided that such recoupment is undertaken reasonably promptly. The Administrator may, in its discretion, seek recoupment from a Covered Officer from any of the following sources or a combination thereof, whether the applicable compensation was approved, awarded, granted, payable or paid to the Covered Officer prior to, on or after the Effective Date: (i) direct repayment of Recoverable Incentive Compensation previously paid to the Covered Officer; (ii) cancelling prior cash or equity-based awards (whether vested or unvested and whether paid or unpaid); (iii) cancelling or offsetting against any planned future cash or equity-based awards; (iv) forfeiture of deferred compensation, subject to compliance with Code Section 409A; and (v) any other method authorized by applicable law or contract. Subject to compliance with any applicable law, the Administrator may effectuate recoupment under this Policy from any amount otherwise payable to the Covered Officer, including amounts payable to such individual under any otherwise applicable Company plan or program, *e.g.*, base salary, bonuses or commissions and compensation previously deferred by the Covered Officer. The Administrator need not utilize the same method of recovery for all Covered Officers or with respect to all types of Recoverable Incentive Compensation.

**(e) No Indemnification of Covered Officers.** Notwithstanding any indemnification agreement, applicable insurance policy or any other agreement or provision of the Company's certificate of incorporation or bylaws to the contrary, no Covered Officer shall be entitled to indemnification or advancement of expenses in connection with any enforcement of this Policy by the Company, including paying or reimbursing such Covered Officer for insurance premiums to cover potential obligations to the Company under this Policy.

**(f) Indemnification of Administrator.** Any members of the Administrator, and any other members of the Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and shall be indemnified by the

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Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Board under applicable law or Company policy.

(g) **No “Good Reason” for Covered Officers.** Any action by the Company to recoup or any recoupment of Recoverable Incentive Compensation under this Policy from a Covered Officer shall not be deemed (i) “good reason” for resignation or to serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to such Covered Officer, or (ii) to constitute a breach of a contract or other arrangement to which such Covered Officer is party.

**5. ADMINISTRATION**

Except as specifically set forth herein, this Policy shall be administered by the Administrator. The Administrator shall have full and final authority to make any and all determinations required under this Policy. Any determination by the Administrator with respect to this Policy shall be final, conclusive and binding on all interested parties and need not be uniform with respect to each individual covered by this Policy. In carrying out the administration of this Policy, the Administrator is authorized and directed to consult with the full Board or such other committees of the Board as may be necessary or appropriate as to matters within the scope of such other committee’s responsibility and authority. Subject to applicable law, the Administrator may authorize and empower any officer or employee of the Company to take any and all actions that the Administrator, in its sole discretion, deems necessary or appropriate to carry out the purpose and intent of this Policy (other than with respect to any recovery under this Policy involving such officer or employee).

**6. SEVERABILITY**

If any provision of this Policy or the application of any such provision to a Covered Officer shall be adjudicated to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Policy, and the invalid, illegal or unenforceable provisions shall be deemed amended to the minimum extent necessary to render any such provision or application enforceable.

**7. NO IMPAIRMENT OF OTHER REMEDIES**

Nothing contained in this Policy, and no recoupment or recovery as contemplated herein, shall limit any claims, damages or other legal remedies the Company or any of its affiliates may have against a Covered Officer arising out of or resulting from any actions or omissions by the Covered Officer. This Policy does not preclude the Company from taking any other action to enforce a Covered Officer’s obligations to the Company, including, without limitation, termination of employment and/or institution of civil proceedings. This Policy is in addition to the requirements of Section 304 of the Sarbanes-Oxley Act of 2002 (“**SOX 304**”) that are applicable to the Company’s Chief Executive Officer and Chief Financial Officer and to any other compensation recoupment policy and/or similar provisions in any employment, equity plan, equity award, or other individual agreement, to which the Company is a party or which the Company has adopted or may adopt and maintain from time to time; provided, however, that compensation recouped pursuant to this Policy shall not be duplicative of compensation recouped pursuant to SOX 304 or any such compensation recoupment policy and/or similar provisions in any such employment, equity plan, equity award, or other individual agreement except as may be required by law.

**8. AMENDMENT; TERMINATION**

The Administrator may amend, terminate or replace this Policy or any portion of this Policy at any time and from time to time in its sole discretion. The Administrator shall amend this Policy as it deems necessary to comply with applicable law or any Listing Standard.

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**9. SUCCESSORS**

This Policy shall be binding and enforceable against all Covered Officers and, to the extent required by Rule 10D-1 and/or the applicable Listing Standards, their beneficiaries, heirs, executors, administrators or other legal representatives.

**10. REQUIRED FILINGS**

The Company shall make any disclosures and filings with respect to this Policy that are required by law, including as required by the SEC.

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**EVERSPIN TECHNOLOGIES, INC.**

**INCENTIVE COMPENSATION RECOUPMENT POLICY**

**FORM OF EXECUTIVE ACKNOWLEDGMENT**

I, the undersigned, agree and acknowledge that I am bound by, and subject to, the Everspin Technologies, Inc. Incentive Compensation Recoupment Policy, as may be amended, restated, supplemented or otherwise modified from time to time (the "**Policy**"). In the event of any inconsistency between the Policy and the terms of any employment agreement, offer letter or other individual agreement with Everspin Technologies, Inc. (the "**Company**") to which I am a party, or the terms of any compensation plan, program or agreement, whether or not written, under which any compensation has been granted, awarded, earned or paid to me, the terms of the Policy shall govern.

In the event that the Administrator (as defined in the Policy) determines that any compensation granted, awarded, earned or paid to me must be forfeited or reimbursed to the Company pursuant to the Policy, I will promptly take any action necessary to effectuate such forfeiture and/or reimbursement. I further agree and acknowledge that I am not entitled to indemnification, and hereby waive any right to advancement of expenses, in connection with any enforcement of the Policy by the Company.

**Agreed and Acknowledged:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_