

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

FORM 10-K

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

For the fiscal year ended December 31, 2020

or

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

For the transition period from to

Commission file number: 001-37850

ATOMERA INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware

(State or Other jurisdiction of Incorporation or Organization)

30-0509586

(I.R.S. Employer Identification Number)

750 University Avenue, Suite 280
Los Gatos, California 95032

(Address, including zip code, of registrant's principal executive offices)

(408) 442-5248

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock: Par value \$0.001	ATOM	Nasdaq Capital Market

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 Exchange 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 past 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 (as defined in Rule 12b-2 of the Exchange Act):

Large accelerated filer

Non-accelerated filer

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. Yes No

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

State the aggregate market value of voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal

quarter: \$162,598,698. Shares of the registrant's common stock held by each executive officer, director and holder of 10% or more of the outstanding common stock (as determined based on public filings) have been excluded in that such persons may be deemed to be affiliates. This calculation does not reflect a determination that certain persons are affiliates of the registrant for any other purpose.

As of February 10, 2021, there were 22,622,670 shares of the registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

The registrant intends to file a definitive proxy statement pursuant to Regulation 14A within 120 days after the end of the fiscal year ended December 31, 2020. Portions of such proxy statement are incorporated by reference into Part III of this Form 10-K.

ATOMERA INCORPORATED

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NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, that are intended to be covered by the “safe harbor” created by those sections. The words “believe,” “may,” “will,” “potentially,” “estimate,” “continue,” “anticipate,” “intend,” “could,” “would,” “should,” “ongoing,” “project,” “plan,” “expect” and similar expressions that convey uncertainty of future events or outcomes are intended to identify forward-looking statements. These forward-looking statements include, but are not limited to, statements concerning the following:

- our future financial and operating results;
- our intentions, expectations and beliefs regarding anticipated growth, market penetration and trends in our business;
- the timing and success of our plan of commercialization;
- our ability to operate our license and royalty-based business model;
- the effects of market conditions on our stock price and operating results;
- our ability to maintain our competitive technological advantages against competitors in our industry;
- the impact of the ongoing COVID-19 pandemic on our and our customers’ operations and financial condition;
- our ability to have our technology solutions gain market acceptance;
- our ability to maintain, protect and enhance our intellectual property;
- the effects of increased competition in our market and our ability to compete effectively;
- costs associated with initiating and defending intellectual property infringement and other claims;
- our expectations concerning our relationships with potential customers, partners and other third parties;
- the attraction and retention of qualified employees and key personnel;
- future acquisitions of or investments in complementary companies or technologies; and
- our ability to comply with evolving legal standards and regulations, particularly concerning requirements for being a public company.

These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in “Risk Factors” and elsewhere in this Annual Report and our subsequently filed Quarterly Reports on Form 10-Q. Moreover, we operate in a very competitive and rapidly changing environment, and new risks emerge from time to time. It is not possible for us to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this Annual Report may not occur and actual results could differ materially and adversely from those anticipated or implied in our forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in our forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance or events and circumstances described in the forward-looking statements will be achieved or occur. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. We undertake no obligation to update publicly any forward-looking statements for any reason after the date of this Annual Report to conform these statements to actual results or to changes in our expectations, except as required by law.

You should read this Annual Report and the documents that we reference in this Annual Report and have filed with the Securities and Exchange Commission as exhibits with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.

PART I

Item 1. Business

Company Overview

We are engaged in the business of developing, commercializing and licensing proprietary materials, processes and technologies for the \$450+ billion semiconductor industry. Our lead technology, named Mears Silicon TechnologyTM, or MST[®], is a thin film of reengineered silicon, typically 100 to 300 angstroms (or approximately 20 to 60 silicon atomic unit cells) thick. MST can be applied as a transistor channel enhancement to CMOS-type transistors, the most widely used transistor type in the semiconductor industry. MST is our proprietary and patent-protected performance enhancement technology that we believe addresses a number of key engineering challenges facing the semiconductor industry. We believe that by incorporating MST, transistors can be smaller, with increased speed, reliability and energy efficiency. In addition, since MST is an additive and low-cost technology, we believe it can be deployed on an industrial scale, with equipment commonly used in semiconductor manufacturing. We believe that MST can improve existing products due to the physical properties of the film and can also enable customers to design products with performance, power and scaling characteristics that are not possible using their current process technologies. We believe that MST can be widely incorporated into the most common types of semiconductor products, including analog, logic, optical and memory integrated circuits.

We do not intend to design or manufacture integrated circuits directly. Instead, we develop and license technologies and processes that we believe offer the designers and manufacturers of integrated circuits a low-cost solution to the industry's need for greater performance and lower power consumption. Our customers and partners include:

- foundries, which manufacture integrated circuits on behalf of fabless manufacturers;
- integrated device manufacturers, or IDMs, which are the fully integrated designers and manufacturers of integrated circuits;
- fabless semiconductor manufacturers, which are designers of integrated circuits that outsource the manufacture of their chips to foundries;
- original equipment manufacturers, or OEMs, which manufacture the epitaxial, or EPI, deposition machines used to deposit semiconductor layers, such as the MST film onto the base silicon wafer; and
- electronic design automation companies, which make tools used throughout the industry to simulate the performance of semiconductor products using different materials, design structures and process technologies.

We currently generate revenue through licensing arrangements whereby our customers initially pay us a fee for an integration license that provides them the right to use MST technology in the manufacture of silicon wafers for internal testing and sampling. Our goal is for each integration license agreement to be the first of a three-stage licensing process with the customer, with the first integration stage to be followed by one or more agreements granting them manufacturing and distribution licenses (the second and third stages, respectively). We expect that agreements granting manufacturing and distribution licenses will provide for substantially larger upfront license fee payments than the integration licenses and distribution agreements will require licensees to make royalty payments to us based on the number and sales price of MST-enabled products they sell to their customers. We also generate revenue through engineering services provided to customers during their evaluation of MST technology.

Starting in 2019, we began to develop deeper relationships with several large potential customers who were evaluating MST across multiple manufacturing processes and product lines. Accordingly, we have begun proposing an engagement format called a joint development agreement, or JDA, to certain customers. We expect that JDAs will be customized to a particular customer's goals but that generally they will include development, manufacturing and licensing components.

In January 2021 we entered into a JDA with a leading semiconductor provider for integration of our MST technology into their manufacturing process. The JDA includes the grant of an upfront, paid manufacturing license allowing the customer to install the recipe for our MST film into a tool in their fab and to fabricate semiconductor wafers incorporating MST for use in their products, as well as development milestones that, if achieved, could result in additional revenue to Atomera. Although this JDA does not confer commercial distribution rights, we believe that successful execution would be a significant step toward commercialization and provide opportunities for additional license revenues and potential royalty streams from one or more of our customer's multiple production lines.

In September and October 2018, respectively, we entered into separate integration license agreements with Asahi Kasei Microdevices, or AKM, and STMicroelectronics, or ST, both of which are leading IDMs. In October 2019, we entered into an integration license agreement with a leading fabless RF semiconductor provider. Under the integration license agreements, these customers have each agreed to pay us for the right to evaluate MST technology which is integrated onto their semiconductor wafers. We deposit MST onto the customers' wafers and the customer has the right under the license agreement to complete the manufacturing process which enables them to evaluate our technology. These agreements do not grant the customer the right to deposit MST at their site or to sell products incorporating MST.

We believe the initial application of our MST will be for CMOS integrated circuits, the most widely used type of integrated circuits in the semiconductor industry. As applied to CMOS-type transistors, MST functions as a transistor channel enhancement. We believe MST has the potential to overcome the key challenges found in the implementation of next generation nano-scale semiconductor devices incorporating CMOS type transistors, namely enhancing drive current, reducing gate leakage and reducing variability. In addition, we believe that MST has the potential to deliver these benefits through a single technology that requires relatively minor modifications to the industry standard CMOS manufacturing flow. Consequently, we believe that by incorporating MST, designers can make transistors with increased speed, reliability and energy efficiency, without significantly altering the current fabrication process or cost of production.

We were organized as a Delaware limited liability company under the name Nanovis LLC on November 26, 2001. On March 13, 2007, we converted to a Delaware corporation under the name Mears Technologies, Inc. On January 12, 2016, we changed our name to Atomera Incorporated. Shares of our common stock are listed on the NASDAQ Capital Market under the symbol "ATOM".

Industry Overview

Semiconductors, Generally

Recent years have seen a remarkable proliferation of consumer and commercial products, especially in wireless, automotive and mobile electronic devices. The growth of the Internet and cloud computing has provided people with new ways to create, store and share information. At the same time, the increasing use of electronics in cars, buildings, appliances and other consumer products is creating a broad landscape of "smart" devices and the evolution of wearable technologies and The Internet of Things. Due to the popularity of mobile devices and other electronic products, there is increasing demand for integrated circuits and systems with greater functionality and performance, reduced size, and much less power consumption as key requirements. During 2020, the global COVID-19 pandemic accelerated trends toward remote work, cloud computing and mobile devices. These trends coincided with the rollout of 5G cellular networks and 5G-enable devices.

These developments depend, in large part, on integrated circuits, or microchips, which are sets of electronic circuits on a single chip of semiconductor material, normally silicon. It is common for a single semiconductor chip to combine many components (processor, communications, memory, custom logic, input/output) resulting in highly complex chip designs. Transistors are the building blocks of integrated circuits and the most complex semiconductor chips today contain more than a billion transistors, each of which may have features that are much less than 1/1,000th the diameter of a human hair.

The most widely used transistors in semiconductor chips today are based on CMOS technology. Among its many attributes, CMOS allows for a higher density of transistors on a chip and lower power usage than non-CMOS technologies.

The Pursuit of Increased Semiconductor Performance

For years, the semiconductor industry was able to almost double the number of transistors it could pack into a single microchip about every two years, a rate of improvement commonly known as "Moore's Law." The semiconductor industry uses the term "node" to describe the minimum line width or geometry on a semiconductor chip, expressed in nanometers, or nm, for today's technologies. Historically, the smaller the node, the smaller the transistors and the more closely they are packed together, producing chips that are denser and thus less costly on a per-transistor basis. Frequently, smaller nodes also correspond to an improvement in chip performance, making them the mile markers of Moore's Law, with each node marking a new generation of chip-manufacturing technology.

Until recently, the industry succeeded at maintaining the rate of improvement predicted by Moore's Law by scaling the key transistor parameters, such as shrinking feature sizes and reducing operating voltages, thereby allowing more transistors to be packed onto a single microchip. This trend was facilitated in large part by the development of CMOS technologies. However, a discontinuity in the rate of improvement delivered by scaling appeared when transistor technology reached feature sizes below 100 nanometers. The industry responded with advanced materials to supplement the ongoing geometry shrinks. Some of those materials advances included strained silicon, Silicon-on-Insulator and High-K/Metal Gate.

The designers and manufacturers of integrated circuits and systems — our targeted customers — are facing intense pressure to deliver innovative products at ever shorter times-to-market, as well as at lower prices. In other words, innovation in chip and system design today often hinges on “better, sooner and cheaper.” We believe that the semiconductor industry has accepted that moving forward in the nano-era will require adoption of new innovations that extend the scaling formula, including those based on the use of new engineered materials, a market opportunity our MST technology seeks to address. Because shrinking geometries at the smaller nodes incurs higher capital and manufacturing costs, only a limited number of companies can afford to continue investing in those nodes. We believe these constraints will cause semiconductor designers and manufacturers to turn to engineered materials, like MST, to solve this problem.

Vertical Disaggregation of the Industry

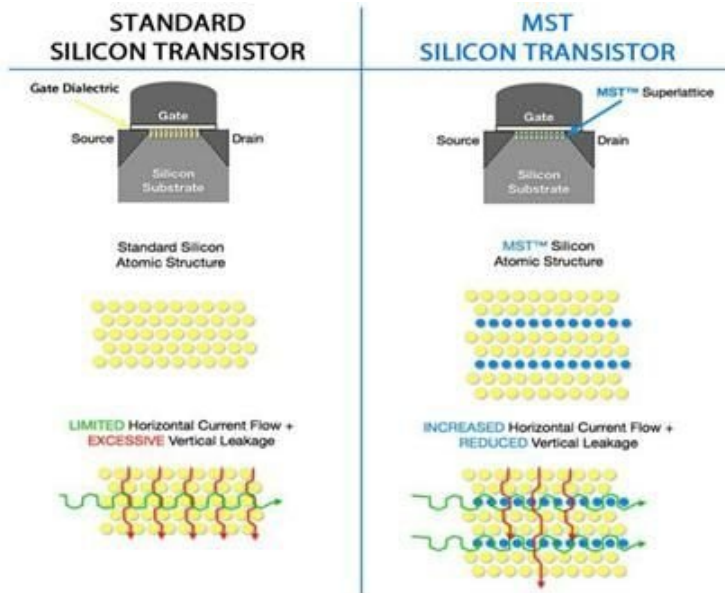
In trying to keep research and development costs manageable, while attempting to satisfy the demand for increasingly complex semiconductors, certain designers and manufacturers of integrated circuits have transitioned to a more open innovation model in which competing companies and third-party providers actively collaborate to address performance issues through various alliances, joint ventures, and licensing of externally developed technology.

Historically, most semiconductor companies were vertically integrated. They designed, fabricated, packaged and tested their semiconductors using internally developed software design tools and manufacturing processes and equipment. As the cost and skills required for designing and manufacturing complex semiconductors have increased, the semiconductor industry has become disaggregated, with companies concentrating on one or more individual stages of the semiconductor development and production process. This disaggregation has fueled the growth of fabless semiconductor companies, design tool vendors, semiconductor equipment manufacturers, third-party semiconductor manufacturers (or foundries), semiconductor assembly, package and test companies, and intellectual property companies that develop and license technology to others.

While specialization has enabled greater development and manufacturing efficiency, it has also created an opportunity for licensing companies, such as Atomera, that develop and license technology to meet fundamental, industry-wide challenges. These intellectual property companies have been able to gain broad adoption of their technology throughout the industry by working with companies within the semiconductor supply chain to evaluate and integrate their technology. Manufacturers and designers of semiconductors increasingly find it more cost-effective to license technologies from IP-based companies than to develop processes internally that are not their core competence. We believe this collaboration and integration of externally developed IP benefits semiconductor companies by enabling them to bring new technology to market faster and more cost-effectively.

Our Initial Application of Mears Silicon Technology

The initial application of our MST will be for CMOS integrated circuits, the most widely used type of integrated circuits in the semiconductor industry. As applied to CMOS-type transistors, MST functions as a transistor channel enhancement. We believe MST has the potential to overcome the key challenges found in the implementation of next generation nano-scale semiconductor devices incorporating CMOS-type transistors, namely enhancing drive current, reducing gate leakage and reducing variability. In addition, we believe that MST has the potential to deliver these benefits through a single technology that requires relatively minor modifications to the industry standard CMOS manufacturing flow. Consequently, we believe that by incorporating MST, designers can make transistors with increased speed, reliability and energy efficiency, without significantly altering the current fabrication process or cost of production.



As illustrated by the accompanying diagram, MST is a “silicon-on-silicon” solution that provides multiple potential benefits through a relatively simple modification to the standard CMOS manufacturing flow. MST improvements are delivered through our proprietary and patent-protected silicon band engineering approach that is based on the quantum mechanics of modern deep sub-micron devices. The MST film creates channels that allow electrons to flow more freely in the plane of the transistor, thereby enhancing drive current, while reducing electron flow or “leakage” in the transverse direction. Our MST film can also create more controlled doping profiles, which allow dopants to be held in the desired locations, thereby enabling optimized device designs, reducing variability and improving production yield.

We believe the enhancements enabled by MST, as demonstrated in simulations and on our own and our customers' test chips, are approximately equivalent to the enhancements enabled by one-half to a full node of improvement and, therefore, can extend the productive life of capital equipment and wafer fabrication facilities. The extent of MST-enabled enhancement depends on the device technology and application. We believe that MST compares favorably to other alternatives for enhancing performance of CMOS-type transistors as follows:

- *Strained Silicon and Silicon-on-Insulator, or SOI:* Unlike strained silicon or SOI, we believe that MST delivers multiple benefits in a single film in a cost-effective manner, including enhanced transistor drive current, reduced leakage, and reduced variability. Also, strained silicon tends to lose much of its effectiveness below 45nm, constraining its scalability, while the MST thin-film approach is expected to be scalable below 22nm. Based on our own research and development and third-party evaluations, we believe that MST can deliver improved cost-benefit performance, in most cases in an additive manner, compared to already successful strain technologies, such as dual stress liners and SiGe. Work with our foundry partners and fabless licensee shows potential for additive improvements on specialized SOI wafers used by radio frequency, or RF, providers, which are also referred to as RFSOI wafers.
- *High-K/Metal Gate, or HKMG:* Unlike HKMG, MST is silicon-based. As a "silicon-on-silicon" solution, MST does not require new materials or equipment, which in our opinion makes it much easier and less costly to adopt than HKMG for devices not requiring ultrathin gate dielectrics. For devices with HKMG, lab tests and simulations indicate that MST benefits transistor performance and variability in a similar manner to that observed in non-HKMG devices. Testing conducted with our university research partners indicates that MST has the potential to provide additive performance benefits in devices using HKMG.

Because of its physical characteristics in the channel region of the transistor, we believe MST has the further benefit of being complementary and additive to the performance-enhancing technologies noted above, making MST broadly applicable across multiple devices and process flows to meet a wide variety of customer design objectives. Given the costs of moving to more advanced technologies, we believe one of the most compelling aspects of MST is its cost/benefit profile. We believe that MST will provide a lower cost of production due to our technology's potential to reduce die size while leveraging existing manufacturing tools, thereby providing chip makers with increased performance at all process nodes with significantly fewer disruptions to manufacturing processes and less incremental cost than other advanced technologies.

We believe MST can improve transistor performance in a variety of device types including microprocessors; logic products; analog, RF, and mixed-signal devices; as well as DRAM, SRAM, and other memory integrated circuits. We have therefore developed different MST product options that can be applied to the critical industry segments and technology nodes. As of the date of this Annual Report, we have done technology simulation work with universities and leading industry players at nodes from 180nm to 5nm. We have also simulated devices with leading industry research facilities and built and electrically verified test chips using MST in customer manufacturing facilities which have produced results that demonstrate many of the benefits described above.

Development Partnerships

TSI Semiconductors. In January 2017, we announced an agreement with TSI Semiconductors America LLC to provide us with engineering services in their semiconductor manufacturing facility in California. By running tests in TSI Semiconductor's facility, which we utilize to run tests on a contract basis, we are able to build and test devices that incorporate MST much more quickly than when we test in our potential customers' facilities. We believe this arrangement enables faster product development, test, and integration, and should accelerate our time to market.

Synopsys. In March 2017, we announced our collaboration with Synopsys, Inc., provider of the most broadly used technology computer-aided design, or TCAD, simulation software in the semiconductor industry. Synopsys' software now supports modeling of MST, which enables semiconductor manufacturers and designers to model the interaction of MST with other process steps. In December 2020, we announced availability of our MSTcadTM V1.0 software tool which runs on Synopsys' Sentaurus TCAD software and enables semiconductor engineers to simulate the benefits of integrating MST in a variety of devices. We believe these capabilities are helping us focus integration efforts for potential customers more quickly on those areas most likely to deliver benefits, thus shortening test cycles and, we believe, accelerating the time to a license decision.

MST Commercialization

We do not intend to design or manufacture integrated circuits directly. Instead, we develop and license technologies and processes that offer the designers and manufacturers of integrated circuits a low-cost solution to the industry need for increased performance. Our customers and partners include foundries, integrated device manufacturers, or IDMs, fabless semiconductor manufacturers, OEMs that manufacture epitaxial deposition, or EPI, machines, and electronic design automation software companies, such as Synopsys.

Our strategy is to enter into licensing arrangements whereby foundries and IDMs pay us a license fee for their use of MST technology in the manufacture of silicon wafers as well as a royalty for each silicon wafer (in the case of foundries) or device (in the case of IDMs) sold that incorporates MST. In the case of fabless semiconductor licensees, our strategy is to charge a royalty for each device they sell that incorporates our MST technology. The IDMs and fabless semiconductor manufacturers are the primary beneficiaries of our commercialization activities, as they are producers and distributors of the integrated circuits onto which we will endeavor to incorporate our MST technology. The foundries and OEMs also play an important role in our commercialization strategy in that these parties have traditionally sought to provide new technologies to their customers, which in the case of the foundries are the fabless semiconductor manufacturers and in the case of the OEMs are the IDMs and foundries that purchase EPI machines.

In the semiconductor industry, new technologies are vetted thoroughly and carefully by early adopters but, once proven, tend to be adopted broadly by the industry and, wherever possible, exploited for several generations until their full potential is reached. Before introducing a new technology into its fabrication process, the customer will conduct a formal and rigorous multi-phase testing process, which can range from 18 to 36 months.

Our engagements with IDMs, foundries and fabless semiconductor manufacturers who are potential customers typically consists of the following phases:

1. *Engineering Planning:* In this phase we engage in a technical exchange of information under a non-disclosure agreement to understand the customer's manufacturing process and to determine how best to integrate the deposition of MST film onto the customer's semiconductor wafers.
2. *Set-up for MST Integration:* We agree upon the technical evaluation details, including the expected rounds of evaluation testing, the parameters to be tested and allocation of costs. Customers provide us with wafers for our internal processing and physical characterization. Some customers work together with us to develop a TCAD model showing possible results of MST integration with their particular manufacturing process.
3. *Integration.* Typically, this phase includes several rounds of tests that involve building test devices on a semiconductor wafer using our MST technology within the customer's manufacturing process flow. We have not had any customers move beyond phase three as of the date of this Annual Report. We believe that this phase will continue to be the longest in our customer engagement process due to the fact that integrating MST into a customer's manufacturing flow frequently requires us to conduct subsequent tests based on the result of earlier test runs. This phase also requires investment of time and resources by customers. In order to progress beyond this, we must demonstrate benefits at a commercially-significant level. It is difficult for both customers and for Atomera to estimate the amount of time a customer will be in the integration phase.
4. *Process Installation.* Prior to enabling a customer to install and use MST technology on epitaxial deposition machines in their own fab, we intend to require execution of a license for use of our patents and proprietary know-how. Requiring a license at this stage is a customary and accepted practice in the semiconductor industry. Our recently announced JDA grants a manufacturing license to our customer and upon delivery of our IP transfer package and issuance of our invoice, this customer will enter phase four.
5. *Technology qualification.* After installation of MST in the fab, the customer will conduct additional testing to ensure manufacturing reliability under accelerated test conditions that simulate volume production. Upon successfully completing the qualification phase, products can be built and shipped using this manufacturing process.

6. *Production.* We expect that our license agreements will provide that upon commencement of sales of wafers or devices built using MST, our customer will pay us a royalty that will be a percentage of the selling price of the wafer or device, depending on the type of customer.

While the above steps describe a model customer engagement, we have engaged with some customers in ways that do not follow this precise order. JDAs are an example of an engagement format that may combine engineering service, development, manufacturing, process optimization and other joint activities that do not follow the order described above. In addition, we may from time to time enter into evaluation license agreements with certain customers under which they may install MST in their fabs to run internal tests only and not for commercial use or distribution. Other potential customers may run tests on MST-treated wafers prior to further engagement with us on integration into their manufacturing process.

Our customer engagement process is refined on an ongoing basis to meet the needs of both Atomera and our customers. In order to address customers' concern about the requirement to pay for a full license prior to being sure they will enter into volume production with MST based products, Atomera has introduced a three-staged licensing approach. The first two stages represent a minority of the total license fee structure, thus lowering a customer's risk until they have internalized the process and generated enough data to justify the larger licensing stages. Atomera's three stages of licenses are: (i) the Integration stage which grants the right to integrate MST onto their products, (ii) the Manufacturing stage, which grants them the rights to manufacture in their own facilities, and (iii) the Distribution stage which grants them the right to sell products using MST.

We believe that our success is dependent upon the adoption of our MST technology through the Distribution stage by at least one IDM, foundry, or fabless semiconductor manufacturer. As of the date of this Annual Report, MST was in the integration phase (Phase Three as described above) on 16 different engagements. Upon delivery of our IP transfer package and issuance of our invoice, our JDA customer will move from phase three into phase four. Subject to process and subsequent product qualifications that demonstrate, in commercial scale production, the enhancements we believe our MST technology offers, including increased speed, reliability and energy efficiency, we expect to license our MST technology to one or more of these companies.

We are also working with OEMs on process development and equipment optimization to ensure that MST can be reliably and predictably deposited using their manufacturing tools. We have successfully deposited MST using tools made by each of the leading epitaxial deposition equipment suppliers and we believe that if we are successful in our commercialization efforts, these tool OEMs will promote the incorporation of our MST technology as an option to their standard offering. By doing so, we believe they will simultaneously stimulate additional sales of their capital equipment and encourage more customers to adopt MST.

Through our collaboration with Synopsys, we enable potential customers of MST to more quickly assess the potential benefits of MST to their semiconductor devices. By creating TCAD software models, we can work with manufacturers to assess which of their product types would most benefit from MST. We believe this modeling capability has shortened the time required for us to engage with new potential customers and should ultimately lead to a faster decision process by the customer regarding licensing MST.

We market our MST technology directly to the semiconductor industry through our significant industry contacts and relationships. We also sponsor academic research and participate in industry conferences and associations. In certain foreign jurisdictions, we engage sales representatives to assist us in establishing relationships with local customers.

Customers

In January 2021, we entered into a JDA with a leading semiconductor provider for integration of our MST technology into their manufacturing process. The JDA includes the grant of an upfront, paid manufacturing license allowing the customer to install the recipe for our MST film into a tool in their fab and to fabricate semiconductor wafers incorporating MST for use in their products, as well as development milestones that, if achieved, could result in additional revenue to Atomera. Although this JDA does not confer commercial distribution rights, we believe that successful execution would be a significant step toward commercialization and provide opportunities for additional license revenues and potential royalty streams from one or more of our customer's multiple production lines.

In September and October 2018, respectively, we entered into separate integration license agreements with AKM and ST, both of which are leading IDMs. In October 2019 we entered into an integration license agreement with a leading fabless RF semiconductor provider. Under the integration license agreements, these customers have each agreed to pay us for the right to evaluate MST technology which is integrated onto their semiconductor wafers. We deposit MST onto the customers' wafers and the customer has the right under the license agreement to complete the manufacturing process which enables them to evaluate our technology. These agreements do not grant the customer the right to deposit MST at their site or to sell products incorporating MST.

We intend that each integration license agreement will be the first of a three-stage licensing process with each of AKM, ST and our RF licensee, to be followed by manufacturing and distribution license agreements with each of them. Those manufacturing and distribution license agreements, if executed, will allow each licensee to manufacture – or in the case of our RF licensee, to have its foundry partner manufacture – MST-enabled products and to sell them to their customers. We expect that the manufacturing and distribution agreements will provide for substantially larger upfront license fee payments than the integration license fees and will require the respective licensees to make royalty payments to us based on the number and sales price of MST-enabled products they sell to their customers. However, our ability to enter into royalty-based manufacturing and distribution agreements with AKM, ST and our RF licensee will depend, in large part, on the performance of devices they build using MST and the successful integration of our MST technology on a high-volume production scale. There can be no assurance that our MST technology will deliver the performance, power or other requirements our customers seek for their products or that the integration of our technology with our customers' manufacturing process will be successful in high volume. In addition, even if our MST technology is successfully integrated into the licensees' products, either or both of the licensees may decide, for reasons unrelated to the price or performance of our MST technology, not to enter into manufacturing and distribution license agreements.

Competition

Our lead product, MST, is a proprietary and patent-protected performance enhancement technology that we believe addresses a number of key engineering challenges facing the semiconductor industry. We compete with IDMs, OEMs, foundries, fabless manufacturers of semiconductors and semiconductor IP licensing companies for the development and commercialization of technologies that improve the performance of semiconductors. Historically, when a new fabrication process proves to be a low-cost improvement to the standard fabrication process, and is additive, rather than in place of other performance technologies, it has been successfully adopted industry-wide. Good examples of such advances have been strained silicon and High-K/Metal-Gate. We believe that MST has the potential to be one of these low-cost additive technologies, in which case MST would not be subject to significant direct competition from other technologies.

Research and Development

The principal focus of our research and development efforts is on enabling existing and prospective customers to integrate MST into their manufacturing processes and enable them to commercialize MST-enabled semiconductor products. We also dedicate research and development resources to evolving and expanding our technology to address new process technologies in the semiconductor industry roadmap. Our research and development is conducted internally, but we work closely with third parties in the semiconductor industry to evaluate and qualify our technology for incorporation into semiconductor products and fabrication equipment. During the years ended December 31, 2020 and 2019, we incurred research and development expenses of approximately \$8.4 million and \$7.7 million, respectively.

We believe that our success depends in part on our ability to achieve the following in a cost-effective and timely manner:

- enable customers to integrate MST into their products;
- develop new technologies that meet the changing needs of the semiconductor industry;
- improve our existing technologies to enable growth into new application areas; and
- expand our intellectual property portfolio

Intellectual Property Rights

We regard the protection of our technologies and intellectual property rights as an important element of our business operations and crucial to our success. We rely primarily on a combination of patent laws, trade secret laws, confidentiality procedures, and contractual provisions to protect our proprietary technology. We require our employees, consultants, and advisors to enter into confidentiality agreements. These agreements provide that all confidential information developed or made known to the individual during the course of the individual's relationship with us is to be kept confidential and not disclosed to third parties except under specific circumstances. In the case of our employees and certain consultants, the agreements provide that all of the technology that is conceived by the individual during the course of employment is our exclusive property. The development of our technology and many of our processes are dependent upon the knowledge, experience, and skills of key scientific and technical personnel.

As of December 31, 2020, we have been granted 112 patents in the U.S. and 75 abroad. Our core patents relating to MST cover materials, physical structures and manufacturing processes. Our core patents relating to MST were filed beginning on August 22, 2003 and have grant dates beginning on December 14, 2004. Our MST patent portfolio begins to expire commencing August 22, 2023. While we believe our core patents adequately block competitors from using our MST technology without our approval, there can be no assurance that one or more of our core patents would survive a legal challenge to their scope, validity, or enforceability, or provide significant protection for us. The failure of our patents, or the failure of trade secret laws, to adequately protect our technology, might make it easier for our competitors to offer similar products or technologies or for our potential customers to build products with methods and materials similar to MST without paying us a license fee. In addition, patents may not issue from any of our current or future applications.

We also hold registered trademarks in the United States for the marks "Atomera" and "MST" and in China for the mark "Mears". We have applied with the U.S. Patent and Trademark Office for the registration of the mark "MSTcad" in the United States.

Employees

As of the date of this Annual Report, we employ 21 people on a full-time basis.

Available Information

Our website is located at www.atomera.com. The information on or accessible through our website is not part of this Annual Report on Form 10-K. Copies of our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act are available free of charge, on our investor relations website as soon as reasonably practicable after we file such material electronically with or furnish it to the Securities and Exchange Commission, or the SEC. A copy of this Annual Report on Form 10-K is also located at the SEC's Public Reference Room at 100 F Street, NE, Washington, D.C. 20549. Information on the operation of the Public Reference Room can be obtained by calling the SEC at 1-800-SEC-0330. The SEC also maintains an internet site that contains reports and other information regarding our filings at www.sec.gov.

Item 1A. Risk Factors

We are subject to various risks that may harm our business, prospects, financial condition and results of operation or prevent us from achieving our goals. If any of these risks occur, our business, financial condition or results of operation may be materially adversely affected. In such case, the trading price of our common stock could decline and investors could lose all or part of their investment.

Risks Related to Our Business

We only recently commenced limited revenue producing operations, so it is difficult for potential investors to evaluate our business. To date, our operations have consisted of technology research and development, testing, and joint development work with customers, potential customers and strategic partners. Our business model is to derive our revenue primarily from license fees and royalties, but to date we have only recognized minimal engineering services and licensing revenues. Our limited operating history makes it difficult to evaluate the commercial value of our technology or our prospective operations. As an early-stage company, we are subject to all the risks inherent in the initial organization, financing, expenditures, complications and delays in a new business, including, without limitation:

- the timing and success of our plan of commercialization and the fact that we have not entered into a royalty-based manufacturing or distribution license with a potential customer;
- our ability to replicate on a large commercial scale the benefits of our MST technology that we have demonstrated in preliminary testing;
- our ability to execute joint development agreements with potential customers;
- our ability to structure, negotiate and enforce license agreements that will allow us to operate profitably;
- our ability to advance the licensing arrangements with our initial integration licensees, Asahi Kasei Microdevices, STMicroelectronics and our RF licensee, to royalty-based manufacturing and distribution licenses;
- our success in achieving the milestones included in the JDA and our success at negotiating distribution and royalty agreements, which are not committed, with our JDA customer;
- our ability to reach final acceptance of, and to successfully operate, a new epitaxial deposition reactor for processing 300mm wafers that we plan to use for internal research and development and to support customer activities;
- our ability to protect our intellectual property rights; and
- our ability to raise additional capital as and when needed.

Investors should evaluate an investment in us in light of the uncertainties encountered by developing companies in a competitive environment. There can be no assurance that our efforts will be successful or that we will ultimately be able to attain profitability.

We have a history of significant operating losses and anticipate continued operating losses for at least the near term. For the years ended December 31, 2020 and 2019, we have incurred net losses of approximately \$14.9 million and \$13.3 million, respectively, and our operations have used approximately \$12.1 million and \$10.4 million of cash, respectively. As of December 31, 2020, we had an accumulated deficit of approximately \$150.1 million. We will continue to experience negative cash flows from operations until at least such time as we are able to secure manufacturing and distribution license agreements with one or more foundries, IDMs or fabless semiconductor manufacturers. While management will endeavor to generate positive cash flows from the commercialization of our MST technology, there can be no assurance that we will be successful doing so. If we are unable to generate positive cash flow within a reasonable period of time, we may be unable to further pursue our business plan or continue operations.

While we have entered into three integration license agreements and a joint development agreement, there can be no assurance that any of these relationships will advance to further licensing stages or to royalty-based distribution license agreements. In September and October 2018, respectively, we entered into separate license agreements with AKM and ST, both of which are leading IDMs. In October 2019, we entered into a license agreement with a leading RF semiconductor supplier. Our licensees have paid us licensing fees for the right to build products that integrate MST technology deposited by us onto their semiconductor wafers, but the agreements do not grant the licensees the right to sell products incorporating MST. Such rights require our integration licensees to enter into additional manufacturing and distribution agreements that, if executed, would allow each licensee or their foundry to manufacture MST-enabled products and to sell them to their customers. We expect that the manufacturing and distribution agreements will provide for substantially larger upfront license fee payments than integration license fees and that the agreements will require the respective licensees to make royalty payments to us based the number and sales price of MST-enabled products they sell to their customers. However, our ability to enter into royalty-based manufacturing and distribution agreements with our current integration licensees or with new customers will depend, in large part, on the performance of devices they build using MST and the successful integration of our MST technology on a high-volume production scale. Our JDA provides that, upon our delivery of our IP transfer package, our customer will pay for a manufacturing license and continue work on MST testing and integration using a tool in their own fab, but the JDA does not commit the customer to take MST to production. There can be no assurance that our MST technology will deliver the performance, power or other requirements our customers seek for their products or that the integration of our technology with our customers' manufacturing process will be successful in high volume. In addition, even if our MST technology is successfully integrated into the licensees' products, any or all of our licensees may decide, for reasons unrelated to the price or performance of our MST technology, not to enter into manufacturing and distribution license agreements.

AKM, one of our licensees, suffered substantial damage to one of its fabs from a fire, impacting their production capability and potentially delaying their work with us. On October 20, 2020, a fire broke out in AKM's factory in Nobeoka, Japan which lasted three days, causing substantial damage to the building and equipment. As of the date of this Annual Report, the Nobeoka fab remains closed and it is unclear whether or when it will re-open. Although Atomera's work under our integration license agreement with AKM did not involve wafers in commercial production in this fab, the fire substantially disrupted AKM's business and interrupted their integration and testing of MST. We expect that cooperation on integrating MST into AKM's products will continue, but the fire has cast doubt on the timing for moving toward a manufacturing license or commercial distribution. The timing of additional wafer runs with AKM will depend upon, among other things, the timing of either re-opening the Nobeoka fab, moving production to another fab or external foundry, and AKM's ability to devote personnel and equipment to MST integration.

We expect that our product qualification and licensing cycle will be lengthy and costly, and our marketing, engineering and sales efforts may be unsuccessful. We expect to incur significant engineering, marketing and sales expenses prior to entering into any license agreements, generating a license fee and establishing a royalty stream from each licensee. The introduction of any new process technology into semiconductor manufacturing is a lengthy process and we cannot forecast the length of time it takes to establish a new licensing relationship. Based on our engagements with potential customers to date, we believe the time from initial engagement until our customers execute a license and subsequently incorporate our technologies in their integrated circuits, can take 18 to 36 months or longer. Our integration license agreements with our current licensees do not commit them to manufacturing or distribution licenses and we expect those licensees to perform additional tests on evaluation wafers under their respective integration licenses before deciding whether to enter the next stages of licensing MST. As such, we will incur additional expenses in our engagements with our licensees before we receive license fees, if any, for manufacturing and distribution and before any subsequent royalty stream begins. Our JDA does grant a manufacturing license but the agreement does not commit our customer to a distribution license. While we believe our JDA and our license agreements with AKM, ST and our RF licensee could accelerate licensing decisions by other customers, the evaluation process for new technologies in the semiconductor industry is inherently long and complex and there can be no assurance that we will successfully convert other customer prospects into paying customers or that any of these customers will generate sufficient revenue to cover our expenses.

Our business may be adversely affected by the recent coronavirus outbreak. The ongoing global COVID-19 pandemic—including both the resulting public health crisis as well as the measures being taken by governments, businesses, and individuals in an effort to limit COVID-19's spread—has adversely affected, and continues to adversely affect, our business operations. The impacts of the COVID-19 pandemic on our business operations and workforce, and the duration of such impacts, are uncertain, constantly evolving, and difficult to quantify, but have thus far included, or in the future may include, the following:

- We have implemented certain measures at our facilities in an effort to protect our employees' health and well-being (including social distancing, allowing many employees to work remotely, limiting the number of employees attending meetings, screening employees and visitors when entering facilities, educating employees about the virus and preventative measures, enhancing cleaning protocols, and suspending employee travel), some of which have reduced the overall efficiency of our operations and increased costs. The expected duration of such protective measures remains uncertain, and we may be required to implement additional measures in the future, further impacting our business operations.
- Restrictions on travel imposed by us, our customers and countries to which we would otherwise travel, have required that contract negotiations and customer presentations be conducted by video or phone conferences, which have inherent limitations as compared to in-person meetings. Accordingly, new customer acquisition and completion of contracts have taken longer than we believe would be possible if we were able to meet with customers in the manner we had prior to the pandemic outbreak.

Qualification of our MST technology requires access to our potential customers' manufacturing tools and facilities, as well as to leased tools and facilities, which may not be available on a timely basis or at all. The qualification of a new process technology like MST entails the integration of our MST film into the complex manufacturing processes employed by our potential customers. In order to validate the benefits of MST, our customer engagement process involves fabrication of wafers that incorporate MST deposited by us using our epitaxial deposition tools and then completing the manufacturing of the wafers in our customers' facilities using their tools. The semiconductor industry in 2020 exceeded \$450 billion in sales, and in recent months the industry has been characterized by product shortages as strong demand has outstripped supply, resulting in tight capacity among our potential customers. Accordingly, we have experienced delays in completing the processing of evaluation wafers by our customers as those customers prioritize utilization of their equipment for production use. If our customers do not dedicate their equipment and facilities to testing our products in a timely fashion, we may experience delays that will increase our expenses and delay our customers' decisions on entering into a commercial license with us. Additionally, we conduct our ongoing research and development and portions of our customer evaluation activities using a leased epitaxial (epi) deposition tool. We recently entered into a lease for a new epi tool that we believe will accelerate internal development work and customer engagements. However, epi tools require ongoing, complex maintenance and they have been and will continue to be subject to both planned and unplanned downtime. Any interruption in our epi tool availability may negatively impact the progress of customer work as well as our internal research and development and accordingly could delay or prevent customers from entering into commercial licenses.

The long-term success of our business is dependent on a royalty-based business model, which is inherently risky. The long-term success of our business is dependent on future royalties paid to us by licensee-customers, whose business requires them to market products to their end customers. Royalty payments under our licenses are generally expected to be based on a percentage (i) in the case of foundries, the selling price of wafers made using MST and (ii) in the case of IDMs and fabless vendors, the selling price of MST-enabled semiconductor die sold. We will depend upon our ability to structure, negotiate and enforce agreements for the determination and payment of royalties, as well as upon our licensees' compliance with their agreements. We face risks inherent in a royalty-based business model, many of which are outside of our control, such as the following:

- the rate of adoption and incorporation of our technology by semiconductor designers and manufacturers and the manufacturers of semiconductor fabrication equipment;
- customers' willingness to agree to an ongoing royalty model, which may impact their wafer or chip costs and margins;
- our licensee customers' ability to successfully market MST-enabled products to their end customers;
- the length of the design cycle and the ability to successfully integrate our MST technology into integrated circuits;
- the demand for products incorporating semiconductors that use our licensed technology;
- the cyclicity of supply and demand for products using our licensed technology;
- the impact of economic downturns; and
- the timing of receipt of royalty reports and the applicable revenue recognition criteria, which may result in fluctuation in our results of operations.

We may need additional financing to execute our business plan and fund operations, which additional financing may not be available on reasonable terms or at all. As of December 31, 2020, we had total assets of approximately \$39.4 million, cash and cash-equivalents of approximately \$37.9 million and working capital of approximately \$36.6 million. We believe that we have sufficient capital to fund our current business plans and obligations over, at least, the 12 months following the date of this Annual Report. However, the full qualification of a new technology like MST can take up to a year or more, and we have limited ability to influence our customers' testing and qualification processes. Accordingly, we may require additional capital prior to obtaining a royalty-based license or prior to such a license generating sufficient royalty income to cover our ongoing operating expenses. In the event we require additional capital over and above the amount of our presently available working capital, we will endeavor to seek additional funds through various financing sources, including the sale of our equity and debt securities, licensing fees for our technology and joint ventures with industry partners. In addition, we will consider alternatives to our current business plan that may enable to us to achieve material revenue producing operations and meaningful commercial success with a smaller amount of capital. However, there can be no guarantees that such funds will be available on commercially reasonable terms, if at all. If such financing is not available on satisfactory terms, we may be unable to further pursue our business plan and we may be unable to continue operations.

Our revenues may be concentrated in a few customers and if we lose any of these customers, or these customers do not pay us, our revenues could be materially adversely affected. If we are able to secure the adoption of our MST by one or more foundries, IDMs or fabless semiconductor manufacturers, we expect that for at least the first few years substantially all of our revenue will be generated from license fees and engineering services before customers commence royalty-bearing shipments. Due to the concentration and ongoing consolidation within the semiconductor industry, we may also find that over the longer term our royalty-based revenues are dependent on a relatively few customers. If we lose any of these customers, or these customers do not pay us, our revenues could be materially adversely affected.

If we are unable to manage future expansion effectively, our business, operations and financial condition may suffer significantly, resulting in decreased productivity. If our MST proves to be commercially valuable, it is likely that we will experience a rapid growth phase that could place a significant strain on our managerial, administrative, technical, operational and financial resources. Our organization, procedures and management may not be adequate to fully support the expansion of our operations or the efficient execution of our business strategy. If we are unable to manage future expansion effectively, our business, operations and financial condition may suffer significantly, resulting in decreased productivity.

It may be difficult for us to verify royalty amounts owed to us under our licensing agreements, and this may cause us to lose revenues. We will endeavor to provide that the terms of our license agreements require our licensees to document their use of our technology and report related data to us on a regular basis. We will endeavor to provide that the terms of our license agreements give us the right to audit books and records of our licensees to verify this information, however audits can be expensive, time consuming, and may not be cost justified based on our understanding of our licensees' businesses. We will endeavor to audit certain licensees to review the accuracy of the information contained in their royalty reports in an effort to decrease the likelihood that we will not receive the royalty revenues to which we are entitled under the terms of our license agreements, but we cannot give assurances that such audits will be effective to that end.

Our business operations could suffer in the event of information technology systems' failures or security breaches. While we believe that we have implemented adequate security measures within our internal information technology and networking systems, our information technology systems may be subject to security breaches, damages from computer viruses, natural disasters, terrorism, and telecommunication failures. Any system failure or security breach could cause interruptions in our operations, including but not limited to our technology computer-aided design, or TCAD, modeling using Synopsys software, in addition to the possibility of losing proprietary information and trade secrets. To the extent that any disruption or security breach results in inappropriate disclosure of our confidential information, our competitive position may be adversely affected, and we may incur liability or additional costs to remedy the damages caused by these disruptions or security breaches.

If we fail to protect and enforce our intellectual property rights and our confidential information, our business will suffer. We rely primarily on a combination of nondisclosure agreements and other contractual provisions and patent, trade secret and copyright laws to protect our technology and intellectual property. If we fail to protect our technology and intellectual property, our licensees and others may seek to use our technology and intellectual property without the payment of license fees and royalties, which could weaken our competitive position, reduce our operating results and increase the likelihood of costly litigation. The growth of our business depends in large part on our ability to secure intellectual property rights in a timely manner, our ability to convince third parties of the applicability of our intellectual property rights to their products, and our ability to enforce our intellectual property rights. In certain instances, we attempt to obtain patent protection for portions of our technology, and our license agreements typically include both issued patents and pending patent applications as well as our proprietary know-how. If we fail to obtain patents in a timely manner or if the patents issued to us do not cover all of the inventions disclosed in our patent applications, others could use portions of our technology and intellectual property without the payment of license fees and royalties.

We also rely on trade secret laws rather than patent laws to protect other portions of our proprietary technology. However, trade secrets can be difficult to protect. The misappropriation of our trade secrets or other proprietary information could seriously harm our business. We protect our proprietary technology and processes, in part, through confidentiality agreements with our employees, consultants, suppliers and customers. We cannot be certain that these contracts have not been and will not be breached, that we will be able to timely detect unauthorized use or transfer of our technology and intellectual property, that we will have adequate remedies for any breach, or that our trade secrets will not otherwise become known or be independently discovered by competitors. If we fail to use these mechanisms to protect our technology and intellectual property, or if a court fails to enforce our intellectual property rights, our business will suffer. We cannot be certain that these protection mechanisms can be successfully asserted in the future or will not be invalidated or challenged.

Further, the laws and enforcement regimes of certain countries do not protect our technology and intellectual property to the same extent as do the laws and enforcement regimes of the U.S. In certain jurisdictions, we may be unable to protect our technology and intellectual property adequately against unauthorized use, which could adversely affect our business.

A court invalidation or limitation of our key patents could significantly harm our business. Our patent portfolio contains some patents that are particularly significant to our MST technology. If any of these key patents are invalidated, or if a court limits the scope of the claims in any of these key patents, the likelihood that companies will take new licenses and that any current licensees will continue to agree to pay under their existing licenses could be significantly reduced. The resulting loss in license fees and royalties could significantly harm our business. Moreover, our stock price may fluctuate based on developments in the course of ongoing litigation.

We may become involved in material legal proceedings in the future to enforce or protect our intellectual property rights, which could harm our business. From time to time, we may identify products that we believe infringe our patents. In that event, we expect to initially seek to license the manufacturer of the infringing products, however if the manufacturer is unwilling to enter into a license agreement, we may have to initiate litigation to enforce our patent rights against those products. Litigation stemming from such disputes could harm our ability to gain new customers, who may postpone licensing decisions pending the outcome of the litigation or who may, as a result of such litigation, choose not to adopt our technologies. Such litigation may also harm our relationships with existing licensees, who may, as a result of such litigation, cease making royalty or other payments to us or challenge the validity and enforceability of our patents or the scope of our license agreements.

In addition, the costs associated with legal proceedings are typically high, relatively unpredictable and not completely within our control. These costs may be materially higher than expected, which could adversely impair our working capital, affect our operating results and lead to volatility in the price of our common stock. Whether or not determined in our favor or ultimately settled, litigation would divert our managerial, technical, legal and financial resources from our business operations. Furthermore, an adverse decision in any of these legal actions could result in a loss of our proprietary rights, subject us to significant liabilities, require us to seek licenses from others, limit the value of our licensed technology or otherwise negatively impact our stock price or our business and financial position, results of operations and cash flows.

Even if we prevail in our legal actions, significant contingencies may exist to their settlement and final resolution, including the scope of the liability of each party, our ability to enforce judgments against the parties, the ability and willingness of the parties to make any payments owed or agreed upon and the dismissal of the legal action by the relevant court, none of which are completely within our control. Parties that may be obligated to pay us royalties could be insolvent or decide to alter their business activities or corporate structure, which could affect our ability to collect royalties from such parties.

Our technologies may infringe on the intellectual property rights of others, which could lead to costly disputes or disruptions. The semiconductor industry is characterized by frequent allegations of intellectual property infringement. Any allegation of infringement could be time consuming and expensive to defend or resolve, result in substantial diversion of management resources, cause suspension of operations or force us to enter into royalty, license, or other agreements rather than dispute the merits of such allegation. Furthermore, third parties making such claims may be able to obtain injunctive or other equitable relief that could block our ability to further develop or commercialize some or all of our technologies, and the ability of our customers to develop or commercialize their products incorporating our technologies, in the U.S. and abroad. If patent holders or other holders of intellectual property initiate legal proceedings, we may be forced into protracted and costly litigation. We may not be successful in defending such litigation and may not be able to procure any required royalty or license agreements on acceptable terms or at all.

If we are unable to manage future expansion effectively, our business, operations and financial condition may suffer significantly, resulting in decreased productivity. If our MST proves to be commercially valuable, it is likely that we will experience a rapid growth phase that could place a significant strain on our managerial, administrative, technical, operational and financial resources. Our organization, procedures and management may not be adequate to fully support the expansion of our operations or the efficient execution of our business strategy. If we are unable to manage future expansion effectively, our business, operations and financial condition may suffer significantly, resulting in decreased productivity.

If integrated circuits incorporating our technologies are used in defective products, we may be subject to product liability or other claims. If our MST technology is used in defective or malfunctioning products, we could be sued for damages, especially if the defect or malfunction causes physical harm to people. While we will endeavor to carry product liability insurance, contractually limit our liability and obtain indemnities from our customers, there can be no assurance that we will be able to obtain insurance at satisfactory rates or in adequate amounts or that any insurance and customer indemnities will be adequate to defend against or satisfy any claims made against us. The costs associated with legal proceedings are typically high, relatively unpredictable and not completely within our control. Even if we consider any such claim to be without merit, significant contingencies may exist, similar to those summarized in the above risk factor concerning intellectual property litigation, which could lead us to settle the claim rather than incur the cost of defense and the possibility of an adverse judgment. Product liability claims in the future, regardless of their ultimate outcome, could have a material adverse effect on our business, financial condition and reputation, and on our ability to attract and retain licensees and customers.

Risks Related to Owning Our Common Stock

The market price of our shares may be subject to fluctuation and volatility. You could lose all or part of your investment. The market price of our common stock is subject to wide fluctuations in response to various factors, some of which are beyond our control. Between January 1, 2020 and February 5, 2021, the reported high and low sales prices of our common stock have ranged from \$2.53 to \$43.80. The market price of our shares on the NASDAQ Capital Market may fluctuate as a result of a number of factors, some of which are beyond our control, including, but not limited to:

- actual or anticipated variations in our results of operations and financial condition;
- market acceptance of our MST technology;
- success or failure of our research and development projects;
- announcements of technological innovations by us;

- failure by us to achieve a publicly announced milestone;
- failure by us to meet expectations of investors, some of which may not be within our control or related to our public announcements;
- delays between our expenditures to develop and market new or enhanced technological innovations and the generation of licensing revenue from those innovations;
- developments concerning intellectual property rights, including our involvement in litigation brought by or against us;
- changes in the amounts that we spend to develop, acquire or license new technologies or businesses;
- our sale or proposed sale, or the sale by our significant stockholders, of our shares or other securities in the future;
- changes in our key personnel;
- changes in earnings estimates or recommendations by securities analysts, if we continue to be covered by analysts;
- the trading volume of our shares; and
- general economic and market conditions and other factors, including factors unrelated to our operating performance.

These factors and any corresponding price fluctuations may materially and adversely affect the market price of our shares and result in substantial losses being incurred by our investors. In the past, following periods of market volatility, public company stockholders have often instituted securities class action litigation. If we were involved in securities litigation, it could impose a substantial cost upon us and divert the resources and attention of our management from our business.

We are an “emerging growth company” under the JOBS Act of 2012 and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors. We are an “emerging growth company,” as defined in the Jumpstart Our Business Startups Act of 2012 or the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not “emerging growth companies” including, but not limited to:

- not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act;
- reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements;
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments; and
- extended transition periods available for complying with new or revised accounting standards.

We have chosen to “opt out” of the extended transition periods available for complying with new or revised accounting standards, but we intend to take advantage of all of the other benefits available under the JOBS Act, including the exemptions discussed above. If some investors find our common stock less attractive as a result of our reliance on these exemptions, there may be a less active trading market for our common stock and our stock price may be more volatile.

We will remain an “emerging growth company” until December 31, 2021.

Our status as an “emerging growth company” under the JOBS Act may make it more difficult to raise capital as and when we need it. Because of the exemptions from various reporting requirements provided to us as an “emerging growth company,” we may be less attractive to investors and it may be difficult for us to raise additional capital when we need it or on favorable terms. Investors may be unable to compare our business with other companies in our industry if they believe that our reporting is not as transparent as other companies in our industry.

We have not paid dividends in the past and have no immediate plans to pay dividends. We plan to reinvest all of our earnings, to the extent we have earnings, to cover operating costs and otherwise become and remain competitive. We do not plan to pay any cash dividends with respect to our securities in the foreseeable future. We cannot assure you that we would, at any time, generate sufficient surplus cash that would be available for distribution to the holders of our common stock as a dividend. Therefore, you should not expect to receive cash dividends on our common stock.

We expect to continue to incur significant increased costs as a result of being a public company that reports to the Securities and Exchange Commission and our management will be required to devote substantial time to meet compliance obligations. As a public company reporting to the Securities and Exchange Commission, we incur significant legal, accounting and other expenses that we did not incur as a private company. We are subject to reporting requirements of the Exchange Act and the Sarbanes-Oxley Act of 2002, as well as rules subsequently implemented by the Securities and Exchange Commission that impose significant requirements on public companies, including requiring establishment and maintenance of effective disclosure and financial controls and changes in corporate governance practices. In addition, on July 21, 2010, the Dodd-Frank Wall Street Reform and Protection Act was enacted. There are significant corporate governance and executive compensation-related provisions in the Dodd-Frank Act that increased our legal and financial compliance costs, make some activities more difficult, time-consuming or costly and may also place undue strain on our personnel, systems and resources. Our management and other personnel devote a substantial amount of time to these compliance initiatives. In addition, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified people to serve on our board of directors, our board committees or as executive officers. We will lose our status as an “emerging growth company” on December 31, 2021 and as a result we will be subject to more extensive financial and executive compensation disclosures, external auditor attestation of internal controls and additional shareholder voting requirements. These increased disclosure and audit requirements will increase the burdens on our limited personnel and systems, which we expect will increase our general and administrative expenses and require additional time to be devoted to legal and financial compliance efforts.

Our charter documents and Delaware law may inhibit a takeover that stockholders consider favorable. Provisions of our certificate of incorporation and bylaws and applicable provisions of Delaware law may delay or discourage transactions involving an actual or potential change in control or change in our management, including transactions in which stockholders might otherwise receive a premium for their shares, or transactions that our stockholders might otherwise deem to be in their best interests. The provisions in our certificate of incorporation and bylaws:

- limit who may call stockholder meetings;
- do not permit stockholders to act by written consent;
- allow us to issue blank check preferred stock without stockholder approval;
- do not provide for cumulative voting rights; and
- provide that all vacancies may be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum.

In addition, Section 203 of the Delaware General Corporation Law may limit our ability to engage in any business combination with a person who beneficially owns 15% or more of our outstanding voting stock unless certain conditions are satisfied. This restriction lasts for a period of three years following the share acquisition. These provisions may have the effect of entrenching our management team and may deprive you of the opportunity to sell your shares to potential acquirers at a premium over prevailing prices. This potential inability to obtain a control premium could reduce the price of our common stock.

Our bylaws designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain litigation that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with the Company. Our bylaws provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (iii) any action asserting a claim against us or any our directors, officers or other employees arising pursuant to any provision of the Delaware General Corporation Law or our certificate of incorporation or bylaws, or (iv) any action asserting a claim against us or any our directors, officers or other employees governed by the internal affairs doctrine. This forum selection provision in our bylaws may limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or any our directors, officers or other employees.

Our board of directors may issue blank check preferred stock, which may affect the voting rights of our holders and could deter or delay an attempt to obtain control of us. Our board of directors is authorized, without stockholder approval, to issue preferred stock in series and to fix and state the voting rights and powers, designation, preferences and relative, participating, optional or other special rights of the shares of each such series and the qualifications, limitations and restrictions thereof. Preferred stock may rank prior to our common stock with respect to dividends rights, liquidation preferences, or both, and may have full or limited voting rights. If issued, such preferred stock would increase the number of outstanding shares of our capital stock, adversely affect the voting power of holders of our common stock and could have the effect of deterring or delaying an attempt to obtain control of us.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our executive offices are presently located in a 4,101 square foot facility in Los Gatos, California pursuant to a five-year lease, expiring on January 31, 2026. This space includes 705 square feet of additional space the Company moved into in January 2021. As part of the amended lease entered into in August 2020, we will not owe a lease payment until June 2021, at which time the lease payment will be \$16,199 per month.

We lease shared office space in Cambridge Massachusetts from which we conduct certain research activities. The Cambridge facilities are occupied pursuant to a month-to-month lease at a rate of \$2,942 per month which has been effective since January 1, 2020.

Item 3. Legal Proceedings

To our knowledge, as of the date of this Annual Report, there are no pending legal proceedings to which we or our properties are subject.

Item 4. Mine Safety Disclosures

Inapplicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities Market Information

Our common stock trades on the NASDAQ Capital Market under the symbol "ATOM".

Holders of Record

As of February 10, 2021, there were 206 holders of record of our common stock.

Dividend Policy

We have never declared or paid cash dividends on our common stock. We presently intend to retain earnings, if any, to finance the operation and expansion of our business.

Item 6. Selected Financial Data

As a "smaller reporting company" under Item 10 of Regulation S-K, we are not required to provide the information under this item.

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

The following discussion and analysis of the financial condition and results of operations of Atomera Incorporated should be read in conjunction with our financial statements and the accompanying notes that appear elsewhere in this Annual Report. Statements in this Annual Report on Form 10-K include forward-looking statements based upon current expectations that involve risks and uncertainties, such as our plans, objectives, expectations and intentions. We use words such as "anticipate," "estimate," "plan," "project," "continuing," "ongoing," "expect," "believe," "intend," "may," "will," "should," "could," and similar expressions to identify forward-looking statements. Although forward-looking statements in this Annual Report reflect the good faith judgment of our management, such statements can only be based on facts and factors currently known by us. Consequently, forward-looking statements are inherently subject to risks, uncertainties, and changes in condition, significance, value and effect, including those risk factors set forth in this Annual Report. Such risks, uncertainties and changes in condition, significance, value and effect could cause our actual results to differ materially from those expressed herein and in ways not readily foreseeable. Readers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this Annual Report and are based on information currently and reasonably known to us. We undertake no obligation to revise or update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this Annual Report. Readers are urged to carefully review and consider the various disclosures made in this Annual Report, which attempt to advise interested parties of the risks and factors that may affect our business, financial condition, results of operations and prospects.

Overview

We are engaged in the business of developing, commercializing and licensing proprietary processes and technologies for the \$450+ billion semiconductor industry. Our lead technology, named Mears Silicon TechnologyTM, or MST[®], is a thin film of reengineered silicon, typically 100 to 300 angstroms (or approximately 20 to 60 silicon atomic unit cells) thick. MST can be applied as a transistor channel enhancement to CMOS-type transistors, the most widely used transistor type in the semiconductor industry. MST is our proprietary and patent-protected performance enhancement technology that we believe addresses a number of key engineering challenges facing the semiconductor industry. We believe that by incorporating MST, transistors can be made smaller, with increased speed, reliability and power efficiency. In addition, since MST is an additive and low-cost technology, we believe it can be deployed on an industrial scale, with machines commonly used in semiconductor manufacturing. We believe that MST can be widely incorporated into the most common types of semiconductor products, including analog, logic, optical and memory integrated circuits.

We do not intend to design or manufacture integrated circuits directly. Instead, we develop and license technologies and processes that we believe offer the designers and manufacturers of integrated circuits a low-cost solution to the industry's need for greater performance and lower power consumption. Our customers and partners include:

- foundries, which manufacture integrated circuits on behalf of fabless manufacturers;
- integrated device manufacturers, or IDMs, which are the fully integrated designers and manufacturers of integrated circuits;
- fabless semiconductor manufacturers, which are designers of integrated circuits that outsource the manufacture of their chips to foundries;
- original equipment manufacturers, or OEMs, that manufacture the epitaxial, or EPI, machines used to deposit semiconductor layers, such as the MST film, onto the silicon wafer; and
- electronic design automation companies, which make tools used throughout the industry to simulate performance of semiconductor products using different materials, design structures and process technologies.

Our commercialization strategy is to generate revenue through licensing arrangements whereby foundries, IDMs and fabless semiconductor manufacturers pay us a license fee for their right to use MST technology in the manufacture of silicon wafers as well as a royalty for each silicon wafer or device that incorporates our MST technology. To date we have generated revenue from (i) licensing agreements with two IDMs and one fabless manufacturer and (ii) engineering services provided to foundries, IDMs and fabless companies.

We were organized as a Delaware limited liability company under the name Nanovis LLC on November 26, 2001. On March 13, 2007, we converted to a Delaware corporation under the name Mears Technologies, Inc. On January 12, 2016, we changed our name to Atomera Incorporated.

On May 30, 2019, we closed a registered direct offering of 1,675,000 shares of common stock at a price of \$4.00 per share, resulting in approximately \$6.4 million of net proceeds to us after deducting placement agent fees and other offering expenses.

On May 15, 2020, we closed an underwritten public offering of 2,024,000 shares of common stock at a public offering price of \$5.00 per share, resulting in approximately \$9.4 million of net proceeds to us after deducting underwriting commission and other offering expenses.

On September 2, 2020, we entered into an Equity Distribution Agreement with Craig-Hallum Capital Group LLC, as agent, under which we may offer and sell, from time to time at our sole discretion, shares of our common stock having an aggregate offering price of up to \$25.0 million in an "at-the-market" or ATM offering, to or through the agent. As of December 31, 2020, 2,206,895 shares had been sold at an average price per share of approximately \$11.22, resulting in approximately \$24.0 million of net proceeds to us after deducting commissions and other offering expenses.

Results of Operations for the Years Ended December 31, 2020 and 2019

Revenues. To date, we have only generated limited revenue from customer engagements for integration engineering services and integration license agreements. In the future, we expect to collect increased fees from license agreements and royalties from customer sales of products that incorporate our MST technology, subject to our ability to enter into manufacturing and distribution license agreements with our current and future licensees. Our integration services consist of depositing our MST film on semiconductor wafers, delivering such wafers to customers to finalize building devices, and performing tests for customers evaluating MST. The integration license agreements we have entered into to date grant the licensees the right to build products that integrate our MST technology deposited by us onto their semiconductor wafers, but the agreements do not grant the licensees the rights to manufacture on their site or to sell products incorporating MST. For revenue recognition purposes, we have determined that the grant of rights in integration licenses is not distinct from the delivery of integration services, and therefore revenue from both integration licenses and integration services is recognized as the services are provided to the customer. In general, this is proportionate to the delivery of MST processed wafers to the customer, but if the agreements do not specify a time and quantity of wafer delivery, we will record revenue over the period of time of which we anticipate delivering an estimated quantity of wafers.

Revenue for the years ended December 31, 2020 and 2019 was approximately \$62,000 and \$533,000, respectively. Our revenue in 2020 and 2019 was generated from integration services engagements and integration license agreements.

Cost of Revenue. Cost of revenue consists of costs of materials, as well as direct compensation and expenses incurred to provide integration engineering services. Cost of revenue was approximately \$13,000 and \$253,000 for the years ended December 31, 2020 and 2019, respectively. We anticipate that our cost of revenue will vary substantially depending on the mix of integration license and integration engineering services and the nature of products and/or services delivered in each customer engagement.

Operating Expenses. Operating expenses consist of research and development, general and administrative, and selling and marketing expenses. For the years ended December 31, 2020 and 2019 our operating expenses totaled approximately \$15.0 million and \$13.9 million, respectively.

Research and development expense. To date, our operations have focused on the research, development, patent protection, and commercialization of our processes and technologies related to our MST technology. Our research and development costs primarily consist of payroll and benefit costs for our engineering staff and costs of outsourced fabrication and metrology of semiconductor wafers incorporating our MST technology.

For the years ended December 31, 2020 and 2019, we incurred approximately \$8.4 million and \$7.7 million, respectively, of research and development expense, an increase of approximately \$676,000 or 9%. The increase in research and development expense is primarily due to an increase of approximately \$309,000 stock-based compensation expense and approximately \$510,000 in payroll related costs due to headcount growth. These increases in expenses were offset by an approximately \$216,000 decrease in travel costs as a result of halting travel due to the COVID-19 pandemic.

General and administrative expense. General and administrative expenses consist primarily of payroll and benefit costs for administrative personnel, office-related costs and professional fees. General and administrative costs for the years ended December 31, 2020 and 2019 were approximately \$5.6 million and \$5.2 million, respectively, representing an increase of approximately \$421,000 or 8%. The increase in costs was primarily due to an increase in professional fees related to legal and patent fees.

Selling and marketing expense. Selling and marketing expenses consist primarily of salary and benefits for our sales and marketing personnel and business development consulting services. Selling and marketing expenses for the years ended December 31, 2020 and 2019 were approximately \$921,000 and \$954,000, respectively, representing a decrease of approximately \$33,000 or 4%. The decrease is primarily due to a decrease in travel offset by increase in consulting fees.

Interest income. Interest income for the years ended December 31, 2020 and 2019 was approximately \$42,000 and \$325,000, respectively. Interest income for each period related to interest earned on our cash and cash equivalents. Interest income for each period related to interest earned on our cash and cash equivalents. Interest rates continued to fall during 2020 and while our cash balance grew substantially in 2020, this was heavily weighted to the end of the year due to the timing of our at-the-market equity financing.

Liquidity and Capital Resources

In May 2019, we closed a registered direct offering of 1,675,000 shares of common stock at a price of \$4.00 per share. We received approximately \$6.4 million of net proceeds after deducting commissions and other offering expenses.

As of December 31, 2020, we had cash and cash equivalents of approximately \$37.9 million and working capital of approximately \$36.6 million. For the year ended December 31, 2020, we had a net loss of approximately \$14.9 million and used approximately \$12.1 million of cash and cash equivalents in operations. Since inception, we have incurred recurring operating losses.

On May 15, 2020, we closed an underwritten public offering of 2,024,000 shares of common stock at a public offering price of \$5.00 per share, resulting in approximately \$9.4 million of net proceeds to us after deducting underwriting commission and other offering expenses.

On September 2, 2020, we entered into an Equity Distribution Agreement with Craig-Hallum Capital Group LLC, as agent, under which we may offer and sell, from time to time at our sole discretion, shares of our common stock having an aggregate offering price of up to \$25.0 million in an “at-the-market” or ATM offering, to or through the agent. As of December 31, 2020, 2,206,895 shares have been sold at an average price per share of approximately \$11.22, resulting in approximately \$24.0 million of net proceeds to us after deducting commissions and other offering expenses. On January 5, 2021 we announced the completion of this offering after an additional 14,680 shares were sold for an average price per share of \$16.97, in January 2021 resulting in additional net proceeds of approximately \$243,000.

We believe that our available working capital is sufficient to fund our presently forecasted working capital requirements for, at least, the next 12 months following the date of the filing of this report. However, the semiconductor industry is generally slow to adopt new manufacturing process technologies and conducts long testing and qualification processes which we have limited ability to control, and there can be no assurance of the timing of our receipt of meaningful amounts of revenue.

Our future capital requirements and the adequacy of our available funds will depend on many factors, including our ability to successfully commercialize our MST technology, competing technological and market developments, and the need to enter into collaborations with other companies or acquire technologies to enhance or complement our current offerings. If we are not able to generate sufficient revenue from license fees and royalties in a timeframe that satisfies our cash needs, we will need to raise more capital. In the event we require additional capital, we will endeavor to acquire additional funds through various financing sources, including follow-on equity offerings, debt financing and joint ventures with industry partners. In addition, we will consider alternatives to our current business plan that may enable us to achieve revenue-producing operations and meaningful commercial success with a smaller amount of capital. If we are unable to secure additional capital, we may be required to curtail our research and development initiatives and take additional measures to reduce costs in order to conserve its cash.

Cash Flows from Operating, Investing and Financing Activities:

Net cash used in operating activities of approximately \$12.1 million for year ended December 31, 2020 resulted primarily from our net loss of approximately \$14.9 million adjusted by approximately \$3.0 million for stock-based compensation expense.

Net cash used in operating activities of approximately \$10.4 million for year ended December 31, 2019 resulted primarily from our net loss of approximately \$13.3 million adjusted by approximately \$2.9 million for stock-based compensation expense.

Net cash used by investing activities of approximately \$131,000 and approximately \$51,000 for the years ended December 31, 2020 and 2019, respectively, consisted of the purchase of property and equipment. In 2020, we refurbished our offices in Los Gatos, California and also purchased lab equipment to be used in connection with an epi tool that we plan to lease in Tempe, Arizona.

Net cash provided by financing activities of approximately \$35.3 million for the year ended December 31, 2020 related to the net proceeds from our underwritten public offering of common stock in May 2020 and our at-the-market offering beginning in September 2020 and continuing through the end of 2020.

Net cash provided by financing activities of approximately \$6.4 million for the year ended December 31, 2019 related to the net proceeds from our registered direct offering in May 2019.

Off-Balance Sheet Arrangements

We have not entered into off-balance sheet arrangements or issued guarantees to third parties.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Not applicable.

Item 8. Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of
Atomera Incorporated

Opinion on the Financial Statements

We have audited the accompanying balance sheets of Atomera Incorporated (the "Company") as of December 31, 2020 and 2019, the related statements of operations, stockholders' equity and cash flows for each of the two years in the period ended December 31, 2020, 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 as of December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

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

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

/s/ Marcum LLP

Marcum LLP

We have served as the Company's auditor since 2015.

Los Angeles, CA
February 19, 2021

Atomera Incorporated
Balance Sheets
(in thousands, except per share data)

	December 31,	
	2020	2019
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 37,942	\$ 14,871
Prepaid expenses and other current assets	132	132
Total current assets	38,074	15,003
Property and equipment, net	153	63
Operating lease right of use asset	705	161
Long-term prepaid rent	450	–
Security deposit	13	13
Total assets	\$ 39,395	\$ 15,240
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 442	\$ 315
Accrued expenses	211	145
Accrued payroll related expenses	705	819
Current operating lease liability	90	152
Deferred revenue	–	37
Total current liabilities	1,448	1,468
Long term operating lease liability	602	–
Total liabilities	2,050	1,468
Commitments and contingencies (see Note 8)		
Stockholders' equity:		
Preferred stock, \$0.001 par value, authorized 2,500 shares: none issued and outstanding at December 31, 2020 and 2019	–	–
Common stock, \$0.001 par value, authorized 47,500 shares; 22,375 shares issued and outstanding at December 31, 2020 and 17,117 issued and outstanding as of December 31, 2019	22	17
Additional paid-in capital	187,463	149,017
Accumulated deficit	(150,140)	(135,262)
Total stockholders' equity	37,345	13,772
Total liabilities and stockholders' equity	\$ 39,395	\$ 15,240

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

Atomera Incorporated
Statements of Operations
(in thousands, except per share data)

	Years Ended December 31,	
	2020	2019
Revenue:	\$ 62	\$ 533
Cost of revenue	13	253
Gross margin	49	280
Operating Expenses:		
Research and development	8,424	7,748
General and administrative	5,624	5,203
Selling and marketing	921	954
Total operating expenses	14,969	13,905
Loss from operations	(14,920)	(13,625)
Other income:		
Interest income	42	325
Total other income	42	325
Net loss	\$ (14,878)	\$ (13,300)
Net loss per common share, basic and diluted	\$ (0.79)	\$ (0.84)
Weighted average number of common shares outstanding, basic and diluted	18,752	15,852

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

Atomera Incorporated
Statements of Stockholders' Equity
(in thousands)

	<u>Common Stock</u>		<u>Additional</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Paid-in</u>	<u>Deficit</u>	<u>Stockholders'</u>
			<u>Capital</u>		<u>Equity</u>
Balance January 1, 2019	15,034	\$ 15	\$ 139,693	\$ (121,962)	\$ 17,746
Stock-based compensation	408	–	2,929	–	2,929
Registered direct offering of common stock, net of commissions and other offering expenses	1,675	2	6,395	–	6,397
Net loss	–	–	–	(13,300)	(13,300)
Balance December 31, 2019	17,117	\$ 17	\$ 149,017	\$ (135,262)	\$ 13,772
Stock-based compensation	463	1	3,040	–	3,041
Warrant modification	–	–	141	–	141
Warrant exercises	411	–	994	–	994
Stock option exercises	153	–	889	–	889
Underwritten public offering of common stock, net of commissions	2,024	2	9,393	–	9,395
At-the-market sale of stock, net of commissions and expenses	2,207	2	23,989	–	23,991
Net loss	–	–	–	(14,878)	(14,878)
Balance December 31, 2020	<u>22,375</u>	<u>\$ 22</u>	<u>\$ 187,463</u>	<u>\$ (150,140)</u>	<u>\$ 37,345</u>

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

Atomera Incorporated
Statements of Cash Flows
(in thousands)

	Years Ended December 31,	
	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	\$ (14,878)	\$ (13,300)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	41	44
Right of use asset amortization	138	134
Stock-based compensation	3,041	2,929
Warrant modification expense	141	–
Changes in operating assets and liabilities:		
Accounts receivable	–	185
Prepaid expenses and other current assets	–	25
Long-term prepaid rent	(450)	–
Accounts payable	127	(33)
Accrued expenses	66	(75)
Accrued payroll expenses	(114)	(165)
Lease liability	(142)	(134)
Deferred revenue	(37)	(18)
Net cash used in operating activities	<u>(12,067)</u>	<u>(10,408)</u>
CASH FROM INVESTING ACTIVITIES		
Acquisition of property and equipment	(131)	(51)
Net cash used in investing activities	<u>(131)</u>	<u>(51)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from at-the-market sale of stock, net of commissions and expenses	23,991	–
Proceeds from underwritten public offering, net of commission and expenses	9,395	–
Proceeds from registered direct offering of common stock, net of commissions and expenses	–	6,397
Proceeds from exercise of stock options	889	–
Proceeds from exercise of warrants	994	–
Net cash provided by financing activities	<u>35,269</u>	<u>6,397</u>
Net increase/(decrease) in cash and cash equivalents	23,071	(4,062)
Cash and cash equivalents at beginning of year	<u>14,871</u>	<u>18,933</u>
Cash and cash equivalents at end of year	<u>\$ 37,942</u>	<u>\$ 14,871</u>
Supplemental information:		
Cash paid for interest	\$ –	\$ –
Cash paid for taxes	\$ –	\$ –

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

Atomera Incorporated
Notes to the Financial Statements

1. NATURE OF OPERATIONS

Atomera Incorporated (“Atomera” or the “Company”) was incorporated in the state of Delaware in March 2007 under the name MEARS Technologies, Inc. and is engaged in the development, commercialization and licensing of proprietary processes and technologies for the semiconductor industry. On January 12, 2016, the Company changed its name to Atomera Incorporated.

Atomera is an early stage company, having only recently begun limited revenue-generating activities, and is devoting substantially all of its efforts toward technology research and development and to commercially licensing its technology to designers and manufacturers of integrated circuits. The Company has primarily financed operations through private placements of equity and debt securities, the Company’s Initial Public Offering (the “IPO”) which was consummated on August 10, 2016, and subsequent public offerings of its common stock.

2. LIQUIDITY AND MANAGEMENT PLANS

At December 31, 2020, the Company had cash and cash equivalents of approximately \$37.9 million and working capital of approximately \$36.6 million. The Company has generated only limited revenues since inception and has incurred recurring operating losses.

The Company’s operating plans for the next 12 months include increased research and development headcount and increased spending on outsourced fabrication and testing. Based on the funds it has available as of the date of the filing of this report, the Company believes that it has sufficient capital to fund its current business plans and obligations over, at least, 12 months from the date that these financial statements have been issued. However, as the Company has generated only limited revenue from its principal operations, it is subject to all the risks inherent in the initial organization, financing, expenditures, complications and delays in a new business. Accordingly, the Company may require additional capital, the receipt of which cannot be assured. In the event the Company requires additional capital, there can be no guarantee that funds will be available on commercially reasonable terms, if at all. The Company’s future capital requirements and the adequacy of its available funds will depend on many factors, including the Company’s ability to successfully commercialize its technology, competing technological and market developments, and the need to enter into collaborations with other companies or acquire technologies to enhance or complement its current offerings. If the Company is unable to secure additional capital, it may be required to curtail its research and development initiatives and take additional measures to reduce costs in order to conserve its cash.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The financial statements are presented in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and reflect the financial position, results of operations and cash flows for all periods presented.

Fair Value of Financial Instruments

Authoritative guidance requires disclosure of the fair value of financial instruments. The Company’s financial instruments consist of cash and cash equivalents, accounts receivable and accounts payable, the carrying amounts of which approximate their estimated fair values primarily due to the short-term nature of the instruments or based on information obtained from market sources and management estimates. The Company measures the fair value of certain of its financial assets and liabilities on a recurring basis. A fair value hierarchy is used to rank the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value which is not equivalent to cost will be classified and disclosed in one of the following three categories:

Level 1 — Quoted prices (unadjusted) in active markets for identical assets and liabilities.

Level 2 — Inputs other than Level 1 that are observable, either directly or indirectly, such as unadjusted quoted prices for similar assets and liabilities, unadjusted quoted prices in the markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Cash and cash equivalents

The Company maintains its operating accounts in a single reputable financial institution. The balances are insured by the U.S. Federal Deposit Insurance Corporation (“FDIC”) up to specified limits. The Company’s cash and cash equivalents are maintained in checking accounts and money market funds with maturities of less than three months when purchased, which are readily convertible to known amounts of cash.

Concentration of Credit Risk and Major Customers

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist principally of cash, cash equivalents and accounts receivable. During the year ended December 31, 2020, one customer represented 100% of revenue and, no customer represented a balance of accounts receivable at December 31, 2020. During the year ended December 31, 2019, six customers each represented approximately 26%, 19%, 16%, 16%, 13% and 9% of revenues. No customers represented a balance of accounts receivable at December 31, 2019.

At times, the amounts on deposit at the financial institution exceed the federally insured limits. Management believes that the financial institutions which hold the Company’s cash is financially sound and, accordingly, minimal credit risk exists. As of December 31, 2020 and 2019, the Company’s cash balances were in excess of insured limits maintained at the financial institution.

Accounts Receivable

The Company grants credit to its business customers. Collateral is generally not required for trade receivables. The Company maintains allowances for potential credit losses when necessary. Trade accounts receivable are recorded net of allowances for cash discounts for prompt payment, doubtful accounts, and sales returns.

The Company’s policy is to reserve for uncollectible accounts based on its best estimate of the amount of probable credit losses in its existing accounts receivable. The Company periodically reviews its accounts receivable to determine whether an allowance for doubtful accounts is necessary based on an analysis of past due accounts and other factors that may indicate that the realization of an account may be in doubt. Other factors that the Company considers include its existing contractual obligations, historical payment patterns of its customers and individual customer circumstances, and an analysis of days sales outstanding by customer. Account balances deemed to be uncollectible are charged to the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. At December 31, 2020 and 2019, there were no allowances for doubtful accounts since the balances were either collected during the year or subsequently collected. Any allowances recorded are included in Accounts Receivable, net in the accompanying balance sheets.

Impairment of long-lived assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that it is more likely than not that the asset’s carrying amount may not be recoverable. The Company conducts its long-lived asset impairment analyses in accordance with authoritative guidance which requires the Company to group assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities and evaluate the asset group against the sum of the undiscounted future cash flows. If the undiscounted cash flows do not indicate the carrying amount of the asset is recoverable, an impairment charge is measured as the amount by which the carrying amount of the asset group exceeds its fair value based on discounted cash flow analysis or appraisals. During the years ended December 31, 2020 and 2019, the Company had noted no indicators of impairment.

Property and equipment

Items capitalized as property and equipment are stated at cost. Maintenance and routine repairs are charged to operations when incurred, while betterments and renewals are capitalized. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the respective assets starting when the asset is placed in service.

Common stock warrants

The Company classifies as equity any warrants that (i) require physical settlement or net-share settlement or (ii) provide the Company with a choice of net-cash settlement or settlement in its own shares (physical settlement or net-share settlement). The Company classifies as assets or liabilities any contracts that (i) require net-cash settlement (including a requirement to net cash settle the contract if an event occurs and if that event is outside the Company's control), (ii) gives the counterparty a choice of net-cash settlement or settlement in shares (physical settlement or net-share settlement) or (iii) that contain reset provisions that do not qualify for the scope exception. The Company assesses classification of its common stock warrants and other freestanding derivatives at each reporting date to determine whether a change in classification between assets and liabilities is required. The Company's freestanding derivatives consist of warrants to purchase common stock. The Company evaluated these warrants to assess their proper classification and determined that the common stock warrants meet the criteria for equity classification in the balance sheet. Such warrants are measured at fair value, which the Company determines using the Black-Scholes-Merton option-pricing model.

Revenue

The Company generates revenue from integration services which it delivers either pursuant to integration license agreements or delivery of engineering services. Revenue is recognized based on the following steps: (i) identification of the contract, or contracts, with a customer, (ii) identification of the performance obligations in the contract, (iii) determination of the transaction price, (iv) allocation of the transaction price to the performance obligations of the contract, and (v) recognition of revenue when, or as, the Company satisfies a performance obligation. The Company's integration services generally consist of depositing its proprietary technology onto the customer's semiconductor wafers and delivering such wafers back to the customer. Revenue from integration services is recognized as the performance obligations are satisfied, which is upon transfer of control of the wafers to the customer (generally upon shipment).

For recognizing integration service revenue from integration license agreements, the Company assesses (i) whether the license grant is distinct from or combined with the transfer of goods or services and (ii) whether the license is a right to access intellectual property or a right to use the intellectual property. For licenses that are not distinct, but combined with other goods or services, the revenue is recognized at a point in time or over time as the obligations to perform the combined services and/or deliver the combined goods are satisfied. The Company's integration license agreements contain a technology grant as well as a performance obligation to deliver wafers with its technology deposited on them. The Company has determined the grant of rights in these integration license agreements is not distinct from the integration service. Accordingly, revenue from integration license agreements is recognized as the service is provided to the customer.

Deferred revenues consist of unearned amounts that have been billed to the customer in advance of the Company's performance obligations. These amounts have not yet been recognized as revenue. Revenue for these items will be recognized in accordance with the Company's revenue policy.

Research and development expenses

In accordance with authoritative guidance, the Company charges research and development costs to operations as incurred. Research and development expenses consist of personnel costs for the design, development, testing and enhancement of the Company's technology, and certain other allocated costs, such as depreciation and other facilities related expenditures.

Leases

The Company accounts for leases in accordance with the authoritative guidance. On January 1, 2019, the Company adopted the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No 2016-02, *Leases* (Topic 842).

Stock-based compensation

The Company computes stock-based compensation in accordance with authoritative guidance. The Company uses the Black-Scholes-Merton option-pricing model to determine the fair value of its stock options. The Black-Scholes-Merton option-pricing model includes various assumptions, including the fair market value of the common stock of the Company, expected life of stock options, the expected volatility and the expected risk-free interest rate, among others. These assumptions reflect the Company's best estimates, but they involve inherent uncertainties based on market conditions generally outside the control of the Company. Forfeitures are recorded when they occur.

As a result, if other assumptions had been used, stock-based compensation cost, as determined in accordance with authoritative guidance, could have been materially impacted. Furthermore, if the Company uses different assumptions on future grants, stock-based compensation cost could be materially affected in future periods.

Income Taxes

In accordance with authoritative guidance, deferred tax assets and liabilities are recorded for temporary differences between the financial reporting and tax bases of assets and liabilities using the current enacted tax rate expected to be in effect when the differences are expected to reverse. A valuation allowance is recorded on deferred tax assets unless realization is considered more likely than not.

The Company evaluates its tax positions taken or expected to be taken in the course of preparing the Company's tax returns to determine whether the tax positions are "more-likely-than-not" of being sustained by the applicable tax authority. Tax positions not deemed to meet the "more-likely-than-not" threshold are not recorded as a tax benefit or expense in the current year. The Company recognizes interest and penalties, if any, related to uncertain tax positions in interest expense. No interest and penalties related to uncertain tax positions were accrued at either December 31, 2020 or 2019.

The Company follows authoritative guidance which requires the evaluation of existing tax positions. Management has analyzed all open tax years, as defined by the statute of limitations, for all major jurisdictions, which includes both federal and states where the Company has operations. Open tax years are those that are open for examination by taxing authorities.

Use of estimates

The preparation of financial statements in conformity with GAAP requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Significant estimates are used when accounting for revenue recognition, fair value of stock-based compensation and warrants, borrowing rates used for lease accounting and valuation allowance against deferred tax assets. Actual results could differ from those estimates.

Subsequent events

Management has evaluated subsequent events and transactions occurring through the date these financial statements were issued. See Note 14.

Adoption of recent accounting standards

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The standard's main goal is to improve financial reporting by requiring earlier recognition of credit losses on financing receivables and other financial assets in scope. The new guidance represents significant changes to accounting for credit losses: (i) full lifetime expected credit losses will be recognized upon initial recognition of an asset in scope; (ii) the current incurred loss impairment model that recognizes losses when a probable threshold is met will be replaced with the expected credit loss impairment method without recognition threshold; and (iii) the estimate of expected credit losses will be based upon historical information, current conditions, and reasonable and supportable forecasts. ASU No. 2016-13 introduces two distinctive credit loss impairment models: (i) current expected credit losses ("CECL") impairment model (Subtopic 326-20) applicable to financial assets measured at amortized cost; and (ii) available-for-sale debt securities impairment model (Subtopic 326-30). ASU No. 2016-13 is effective for public entities for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. The Company adopted this standard on January 1, 2020 and it did not have a material impact on its financial position, results of operations or financial statement disclosure.

Recent accounting standards

The Company has evaluated all issued but not yet effective accounting pronouncements and determined that they are either immaterial or not relevant to the Company except as noted below.

In December 2019, the FASB issued ASU No. 2019-12, *Simplifying Accounting for Income Taxes*. This is part of the FASB's overall initiative to reduce complexity in accounting standards. Amendments include removal of certain exceptions to the general principles of Accounting Standard Codification ("ASC") 740, *Income taxes*, and simplification in several other areas such as accounting for a franchise tax (or similar tax) that is partially based on income. While not required to be adopted until 2021 for most calendar year public business entities, early adoption is permitted for any financial statements not yet issued to take advantage of the simplifications. The Company is still evaluating the impact of the ASU but does not expect the ASU to have a significant impact on its tax provision when adopted.

In August 2020, the FASB issued ASU No. 2020-06, *Debt with Conversion and other Options (Subtopic 470-20) and Derivatives and Hedging - Contracts in Entity's Own Equity (Subtopic 815-40)*. The new guidance eliminates the beneficial conversion and cash conversion accounting models for convertible instruments. It also amends the accounting for certain contracts in an entity's own equity that are currently accounted for as derivatives because of specific settlement provisions. In addition, the new guidance modifies how particular convertible instruments and certain contracts that may be settled in cash or shares impact the diluted EPS computation. This guidance is effective as of January 1, 2022 (Early adoption is permitted effective January 1, 2021). The Company is currently evaluating the effect the updated standard will have on its financial position, results of operations or financial statement disclosure.

4. REVENUE

The Company recognizes revenue in accordance with ASC 606. The amount of revenue that the Company recognizes reflects the consideration it expects to receive in exchange for goods or services and such revenue is recognized at the time when goods or services are transferred and/or delivered to its customers. Revenue is recognized when the Company satisfies a performance obligation by transferring the product or service to the customer, either at a point in time or over time. The Company usually recognizes revenue from integration service agreements at a point in time and integration license agreements over a period of time.

The following table provides information about disaggregated revenue by primary geographical markets and timing of revenue recognition for the years ended December 31, 2020 and 2019 (in thousands):

	Year Ended December 31,	
	2020	2019
Primary geographic markets		
North America	\$ 62	\$ 188
Europe	–	187
Asia Pacific	–	158
Total	<u>\$ 62</u>	<u>\$ 533</u>
Timing of revenue recognition		
Products and services transferred at a point in time	\$ 62	\$ 378
Products and services transferred over time	–	155
Total	<u>\$ 62</u>	<u>\$ 533</u>

Unbilled contracts receivable and deferred revenue:

Timing of revenue recognition may differ from the timing of invoicing customers. Accounts receivable includes amounts billed and currently due from customers. Unbilled contracts receivable represents unbilled amounts expected to be received from customers in future periods, where the revenue recognized to date exceeds the amount billed, and the right to receive payment is subject to the underlying contractual terms. Unbilled contracts receivable amounts may not exceed their net realizable value and are classified as long-term assets if the payments are expected to be received more than one year from the reporting date.

The Company records deferred revenue when revenue will be recognized after invoicing. During the year ended December 31, 2020, the Company recognized approximately \$37,000 of revenue that was included in deferred revenue as of December 31, 2019.

5. BASIC AND DILUTED LOSS PER SHARE

Basic net loss per share is calculated by dividing the net loss by the weighted-average number of shares outstanding for the period. Diluted net loss per share is computed by dividing the net loss by the weighted-average number of shares and dilutive share equivalents outstanding for the period, determined using the treasury-stock and if-converted methods. Since the Company has had net losses for all periods presented, all potentially dilutive securities are anti-dilutive. Accordingly, basic and diluted net loss per share are equal.

The following potential common stock equivalents were not included in the calculation of diluted net loss per common share because the inclusion thereof would be anti-dilutive (in thousands):

	Year Ended December 31,	
	2020	2019
Stock Options	3,446	2,934
Unvested restricted stock	642	486
Warrants	320	765
	<u>4,408</u>	<u>4,185</u>

6. PROPERTY AND EQUIPMENT

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

	December 31,	
	2020	2019
Laboratory equipment	\$ 163	\$ 123
Computer equipment	111	91
Furniture and fixtures	64	1
Software	6	6
Leasehold improvements	6	—
Office equipment	4	4
	<u>354</u>	<u>225</u>
Less: Accumulated depreciation and amortization	(201)	(162)
	<u>\$ 153</u>	<u>\$ 63</u>

Depreciation and amortization expense relating to property and equipment was approximately \$41,000 and \$44,000 for the years ended December 31, 2020 and 2019, respectively. The Company depreciates computer equipment, laboratory equipment and office equipment on straight-line basis over three years. Furniture and fixtures are depreciated on a straight-line basis over five years. The Company amortizes software on straight-line basis over three years. Leasehold improvements are amortized over the remaining life of the lease.

7. LEASES

The Company leases corporate office space in Los Gatos, California. In August 2020, the Company and its landlord amended the lease of this office. This amendment extends the expiration date of the lease from January 2021 to January 2026 and increases the space from 3,396 square feet to 4,101 square feet. Under ASC 842, the lease amendment was treated as a separate lease for the new space and a modification of the lease for the original space. An additional right-of-use (“ROU”) asset and lease liability of approximately \$681,000 were recorded during the year ended December 31, 2020. The lease liability is based on the present value of the minimum lease payments, discounted using an estimated incremental borrowing rate of 5.5%. The lease contains escalating payments on the anniversary of the original commencement which are included in the measurement of the initial lease liability. Additional payments based on a change in the Company’s share of the operating expenses, including property taxes and insurance, are recorded as a period expense when incurred. Lease expense for operating leases consists of the lease payments recognized on a straight-line basis over the lease term. In January 2021, the Company recorded an additional ROU asset and corresponding liability of approximately \$144,000 when the additional space became available for use.

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

	Year Ended December 31,	
	2020	2019
Fixed lease costs	\$ 123	\$ 108
Variable lease costs	36	53
Short term lease costs	39	31
Total operating costs	<u>\$ 198</u>	<u>\$ 192</u>

Future minimum payments under non-cancellable leases as of December 31, 2020 were as follows (in thousands) and do not include the additional space that the Company took use of in January 2021:

For the Year Ended December 31,	Amount
2021	\$ 108
2022	166
2023	170
2024 & thereafter	371
Total future minimum lease payments	<u>815</u>
Less imputed interest	(123)
	<u>\$ 692</u>

The below table provides supplemental information and non-cash activity related to the Company’s operating leases are as follows (in thousands):

	Year Ended December 31,	
	2020	2019
Operating cash flow information:		
Cash paid for amounts included in the measurement of lease liabilities	\$ 164	\$ 161
Non-cash activity:		
Right-of-use assets obtained in exchange for the lease obligations	\$ 681	\$ 295

In October 2016, the Company entered into lease agreement for approximately 200 square feet of office space in Cambridge, Massachusetts. The lease, with current monthly payments of \$2,942 per month, commenced on October 24, 2016. Because the lease is month to month and can be cancelled with a 30-day notice, the future lease payments are not included in the Company's lease accounting under ASC Topic 842.

In October 2019, the Company entered into an agreement to lease a tool for use in the development of the Company's technology. The lease is for five years at \$150,000 per month. A prepayment of \$450,000 was made in the year ended December 31, 2020, this payment represents the final three payments under the lease and is recorded as a long-term prepaid until the lease commencement, at which time it will be record in accordance with ASC 842.

8. COMMITMENTS AND CONTINGENCIES

Legal

The Company may be involved, from time to time, in legal proceedings and claims arising in the ordinary course of its business. Such matters are subject to many uncertainties and outcomes and are not predictable with assurance. While management believes that such matters are currently insignificant, matters arising in the ordinary course of business for which the Company is or could become involved in litigation may have a material adverse effect on its business and financial condition. The Company is not party to any material litigation as of December 31, 2020 or through the date these financial statements have been issued.

9. STOCKHOLDERS' EQUITY

The Company is authorized to issue to up 2,500,000 shares of preferred stock, \$.001 par value. As of December 31, 2020, and 2019, no shares have been designated and no shares are issued and outstanding. Preferred stock may rank prior to common stock with respect to dividends rights, liquidation preferences, or both, and may have full or limited voting rights.

On May 29, 2019, the Company closed a registered direct offering of 1,675,000 shares of common stock at a price of \$4.00 per share. The Company received approximately \$6.4 million of net proceeds after deducting commissions and other offering expenses.

On May 15, 2020, the Company closed an underwritten public offering of 2,024,000 shares of common stock at a public offering price of \$5.00 per share, resulting in approximately \$9.4 million of net proceeds after deducting underwriting commission and other offering expenses.

On September 2, 2020, Atomera entered into an Equity Distribution Agreement with Craig-Hallum Capital Group LLC, as agent, under which the Company offered and sold, from time to time at its sole discretion, shares of its common stock having an aggregate offering price of up to \$25.0 million in an "at-the-market" or ATM offering, to or through the agent. As of December 31, 2020, 2,206,895 shares had been sold at an average price of approximately \$11.22, resulting in approximately \$24.0 million of net proceeds to the Company after deducting commissions and other offering expenses.

As of December 31, 2020, the Company has reserved approximately 3.8 million shares of common stock for issuance pursuant to outstanding stock options and warrants.

10. WARRANTS

The Company estimated the fair value of warrants using the Black-Scholes option pricing model. There were no warrants issued in the year ending December 31, 2020 or 2019. A summary of warrant activity for the year ended December 31, 2020 is as follows (shares in thousands except per share and contractual term):

	Number of Shares	Weighted- Average Exercise Prices	Weighted-Average Remaining Contractual Term (In Years)
Outstanding at January 1, 2020	765	\$ 5.75	
Exercised	(435)	\$ 3.09	
Expired	(10)	\$ 0.15	
Outstanding and exercisable at December 31, 2020	<u>320</u>	<u>\$ 9.47</u>	<u>0.6</u>

The warrants outstanding at December 31, 2020 had an intrinsic value of approximately \$2.1 million based on a per-share stock price of \$16.09 as of December 31, 2020.

On March 17, 2020, 196,602 warrants with an exercise price of \$3.75 were set to expire. Prior to the expiration, the Company entered into an agreement with the warrant holders, whereby it modified the terms of the warrants to extend the expiration date until September 17, 2020 in exchange for the removal of a cashless exercise provision. No other terms were modified. Due to this modification, the Company incurred a modification expense of approximately \$139,000 that is included in general and administrative expenses on the Statement of Operations for the year ended December 31, 2020. All of the modified warrants were exercised on August 6, 2020. On December 3, 2020, the Company modified 12,200 warrants with an original exercise price of \$9.375 and an expiration date August 4, 2021. The warrants were modified to decrease the exercise price to \$7.50 and change the expiration date to December 31, 2020. The warrants were then exercised December 4, 2020. Due to the modification, the Company incurred a modification expense of approximately \$2,000 that is included in general and administrative expenses on the Statement of Operations for the year ended December 31, 2020. In December 2020, a warrant for 37,562 shares was presented for cashless exercise resulting in the issuance of 13,165 shares of common stock.

11. STOCK BASED COMPENSATION

On March 14, 2007, the Company's stockholders approved the 2007 Equity Incentive Plan (the "2007 Plan"). The 2007 Plan expired in March 2017, however all options and warrants outstanding at the time of the expiration remained outstanding and exercisable by their term. At the time of the expiration of the 2007 plan, options to purchase 2,106,637 shares of common stock were outstanding.

In May 2017, the Company's shareholders approved its 2017 Stock Incentive Plan ("2017 Plan"). The 2017 Plan provides for the grant of non-qualified stock options and incentive stock options to purchase shares of the Company's common stock and for the grant of restricted and unrestricted share grants. The Company reserved a total of 3,750,000 shares of common stock for issuance under the 2017 Plan. All employees, officers, directors, consultants, advisors and other persons who provide services to the Company or any subsidiaries of the Company are eligible to receive incentive awards under the 2017 Plan. As of December 31, 2020, awards aggregate of 2,669,760 shares of common stock had been granted under the 2017 Plan and total of 1,080,240 shares of common stock are reserved for issuance.

The following table summarizes the stock-based compensation expense recorded in the Company's results of operations during the years ended December 31, 2020 and 2019 for stock options and restricted stock (in thousands):

	Year Ended December 31,	
	2020	2019
Research and development	\$ 1,148	\$ 839
General and administrative	1,741	1,956
Selling and Marketing	152	134
	<u>\$ 3,041</u>	<u>\$ 2,929</u>

As of December 31, 2020, there was approximately \$4.9 million of total unrecognized compensation expense related to non-vested share-based compensation arrangements that are expected to vest. This cost is expected to be recognized over a weighted-average period of 2.5 years.

The Company records compensation expense for employee awards with graded vesting using the straight-line method. The Company records compensation expense for nonemployee awards with graded vesting using the accelerated expense attribution method. The Company recognizes compensation expense over the requisite service period applicable to each individual award, which generally equals the vesting term. The Company estimates the fair value of each option award using the Black-Scholes-Merton option pricing model. Forfeitures are recognized when realized.

The fair value of employee stock options issued was estimated using the following weighted-average assumptions:

	Year Ended December 31,	
	2020	2019
Weighted average exercise price:	\$ 4.20	\$ 3.90
Weighted average grant date fair value per share:	\$ 2.80	\$ 2.50
Assumptions:		
Expected volatility	77.8%	70.6%
Weighted average expected term (in years)	6.0	6.0
Risk-free interest rate	0.71%	2.54%
Expected dividend yield	0.0%	0.0%

The risk-free interest rate was obtained from U.S. Treasury rates for the applicable periods. The Company's expected volatility was based upon the historical volatility of the Company. The expected life of the Company's options was determined using the simplified method as a result of limited historical data regarding the Company's activity. The dividend yield considers that the Company has not historically paid dividends and does not expect to pay dividends in the foreseeable future.

The following table summarizes stock option activity during the year ended December 31, 2020 (in thousands except exercise prices and contractual terms):

	Number of Shares	Weighted- Average Exercise Prices	Weighted-Average Remaining Contractual Term (In Years)	Intrinsic Value
Outstanding at January 1, 2020	2,934	\$ 6.36	–	–
Granted	664	\$ 4.20	–	–
Exercised	(152)	\$ 5.83	–	–
Expired	–	\$ –	–	–
Outstanding at December 31, 2020	<u>3,446</u>	<u>\$ 5.97</u>	<u>6.5</u>	<u>\$ 35,001</u>
Exercisable at December 31, 2020	<u>2,518</u>	<u>\$ 6.55</u>	<u>5.8</u>	<u>\$ 24,155</u>

During the year ended December 31, 2020, the Company granted options under its 2017 Plan purchase 664,128 shares of its common stock to its employees. The fair value of these options was approximately \$1.9 million.

The Company issues restricted stock to employees, directors and consultants and estimates the fair value based on the closing price on the day of grant. The following table summarizes all restricted stock activity during the year ended December 31, 2020 (in thousands except per share data):

	Number of Shares	Weighted-Average Grant Date Fair Value
Outstanding at January 1, 2020	486	\$ 4.50
Granted	463	\$ 4.43
Vested	(307)	\$ 4.53
Outstanding non-vested shares at December 31, 2020	<u>642</u>	<u>\$ 4.43</u>

12. 401(k) PLAN

During 2002, the Company established a plan under Section 401(k) of the Internal Revenue Code (the 401(k) Plan). The 401(k) Plan covers substantially all of its employees who have attained 18 years of age. Employees may elect to contribute part of their annual compensation to the 401(k) Plan, up to the maximum deferral allowance for individuals by the Internal Revenue Service under Code Section 401(k), and the Company may make a matching contribution. During the years ended December 31, 2020 and 2019, there were no matching contributions made by the Company.

13. INCOME TAXES

The loss before provision for income taxes consisted of the following (in thousands):

	Year Ended December 31,	
	2020	2019
Domestic	\$ (14,878)	\$ (13,300)
International	–	–
Total	<u>\$ (14,878)</u>	<u>\$ (13,300)</u>

The Company had no income tax expense due to operating losses incurred for the years ended December 31, 2020 and 2019. The Company accounts for income taxes in accordance with ASC 740, which requires that the tax benefit of net operating losses, temporary differences and credit carryforwards be recorded as an asset to the extent that management assesses that realization is "more likely than not." Realization of the future tax benefits is dependent on the Company's ability to generate sufficient taxable income within the carryforward period. Because of the Company's recent history of operating losses, management believes that recognition of the deferred tax assets arising from the above-mentioned future tax benefits is currently not likely to be realized and, accordingly, has provided a full valuation allowance. The valuation allowance increased by approximately \$3.8 million during the year ended December 31, 2020 and increased by approximately \$2.6 million during the year ended December 31, 2019.

The Company's deferred tax assets are as follows (in thousands):

	Year Ended December 31,	
	2020	2019
Deferred tax assets:		
Net operating loss carryforwards	\$ 24,125	\$ 20,583
Tax credit	1,889	1,462
Fixed assets and intangibles	1,144	1,312
Stock compensation	1,321	1,304
Accruals and other	151	218
Lease liability	148	33
Total deferred tax assets	28,778	24,912
Deferred tax liabilities:		
Right of use asset	(151)	(35)
Total deferred tax liabilities	(151)	(35)
Valuation allowance	(28,627)	(24,877)
Net deferred tax asset	\$ -	\$ -

Net operating losses and tax credit carryforwards as of December 31, 2020, are as follows (in thousands):

	Amount	Expiration in years
Net operating losses, federal	\$ 40,419	No expiration
Net operating losses, federal	\$ 65,802	2027-2037
Net operating losses, state	\$ 30,216	2030-2039
Tax credits, federal	\$ 1,731	2027-2039
Tax credits, state	\$ 425	No expiration
Tax credits, state	\$ 1,000	2022-2035

The effective tax rate of the Company's provision (benefit) for income taxes differs from the federal statutory rate as follows:

	Year ending December 31,	
	2020	2019
Statutory rate	21.00%	21.00%
State rate	2.17%	1.90%
Non-deductible items	0.84%	(1.34)%
Change in valuation allowance	(25.29)%	(22.10)%
Change in tax credits	1.28%	0.54%
Total	-	-

Utilization of U.S. net operating losses and tax credit carryforwards may be limited by “ownership change” rules, as defined in Section 382 of the Internal Revenue Code. Similar rules may apply under state tax laws. The Company has not conducted a study to-date to assess whether a limitation would apply under Section 382 of the Internal Revenue Code as and when it starts utilizing its net operating losses and tax credits. The Company will continue to monitor activities in the future. In the event the Company previously experienced an ownership change, or should experience an ownership change in the future, the amount of net operating losses and research and development credit carryovers available in any taxable year could be limited and may expire unutilized.

The Company establishes reserves for uncertain tax positions based on the largest amount that is more-likely-than-not to be sustained. An uncertain income tax position will not be recognized if it has less than a 50% likelihood of being sustained. It is the Company’s policy to recognize interest and penalties related to income tax matters in income tax expense. As of December 31, 2020 and 2019, respectively, the Company has no accrued interest or penalties related to uncertain tax positions.

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. In the normal course of business, the Company is subject to examination by their respective taxing authorities. The Company is not currently under audit by the Internal Revenue Service or other similar state or local authority. The statute of limitations remains effectively open for all tax years since inception (2007). Tax years outside the normal statute of limitations remain open to examination by tax authorities due to tax attributes generated in earlier years which have been carried forward and may be examined and adjusted in subsequent years when utilized.

The following table summarizes the activity related to the Company’s gross unrecognized tax benefits for the years ended December 31, 2020 and 2019 (in thousands):

	2020	2019
January 1 – unrecognized tax benefits	\$ 865	\$ 732
Increases (decreases) – prior year tax positions	–	–
Increases – current year tax positions	205	133
December 31 - unrecognized tax benefits	<u>\$ 1,070</u>	<u>\$ 865</u>

The following table summarizes the activity in the Company’s Valuation Allowance and Qualifying Accounts for the years ended December 31, 2020 and 2019 (in thousands):

	Balance at Beginning of Year	Additions	Deductions	Balance at End of Year
Deferred tax assets valuation allowance				
Year ended December 31, 2020	\$ 24,877	\$ 3,951	\$ 201	\$ 28,627
Year ended December 31, 2019	\$ 22,276	\$ 3,123	\$ 522	\$ 24,877

14. SUBSEQUENT EVENTS

On January 5, 2021 the Company announced the completion of its ATM offering after an additional 14,680 shares were sold for an average price per share of \$16.97 in January 2021 resulting in additional net proceeds of approximately \$243,000.

In January 2021, warrants for 317,488 shares were presented for cashless exercises resulting in the issuance of 223,487 shares of common stock.

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

Not applicable.

Item 9A. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures.

Our management, with the participation of our chief executive officer and chief financial officer evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15(e) and 15d-15(e) under the Exchange Act. Based upon that evaluation, our management, including our chief executive officer and chief financial officer, concluded that our disclosure controls and procedures were effective as of December 31, 2020 in ensuring all material information required to be filed has been made known in a timely manner.

(b) Changes in internal control over financial reporting.

There were no changes to our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act that occurred during the quarter ended December 31, 2020 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

(c) Management's report on internal controls over financial reporting.

Our management is responsible for establishing and maintaining adequate internal controls over financial reporting, as defined under Rule 15a-15(f) under the Exchange Act. Our management has assessed the effectiveness of our internal controls over financial reporting as of December 31, 2020 based on the framework established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) ("COSO"). Our internal control system was designed to provide reasonable assurance to our management and board of directors regarding the preparation and fair presentation of published financial statements. An internal control material weakness is a significant deficiency, or aggregation of deficiencies, that does not reduce to a relatively low level the risk that material misstatements in financial statements will be prevented or detected on a timely basis by employees in the normal course of their work. Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2020, and based on that evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2020.

This report does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by our registered public accounting firm pursuant to the rules of the Securities and Exchange Commission that permit us to provide only management's report in this Annual Report.

Item 9B. Other Information

Not applicable.

PART III

The information required by Part III is omitted from this report because we will file a definitive proxy statement within 120 days after the end of our 2020 fiscal year pursuant to Regulation 14A for our 2021 Annual Meeting of Stockholders, or the 2021 Proxy Statement, and the information to be included in the 2021 Proxy Statement is incorporated herein by reference.

Item 10. Directors, Executive Officers and Corporate Governance

The information required under this item will be contained in the 2021 Proxy Statement and is hereby incorporated by reference.

Item 11. Executive Compensation

The information required under this item will be contained in the 2021 Proxy Statement and is hereby incorporated by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholders Matters

The information required under this item will be contained in the 2021 Proxy Statement and is hereby incorporated by reference.

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

The information required under this item will be contained in the 2021 Proxy Statement and is hereby incorporated by reference.

Item 14. Principal Accountant Fees and Services

The information required under this item will be contained in the 2021 Proxy Statement and is hereby incorporated by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) Financial Statements

(1) Financial statements for our company are listed in the index under Item 8 of this document

(2) All financial statement schedules are omitted because they are not applicable, not material or the required information is shown in the financial statements or notes thereto.

Exhibit No.	Description	Method of Filing
3.1	Amended and Restated Certificate of Incorporation of the Registrant	Incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on June 30, 2016.
3.2	Amended and Restated Bylaws of the Registrant	Incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on June 30, 2016.
3.3	Certificate of Amendment to Amended and Restated Certificate of Incorporation of the Registrant	Incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on June 30, 2016.
3.4	Certificate of Amendment to Amended and Restated Certificate of Incorporation of the Registrant	Incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on June 30, 2016.
4.1	Warrant dated August 10, 2016 issued to National Securities Corporation	Incorporated by reference from the Registrant's Quarterly Report on Form 10-Q filed on September 19, 2016.
4.2	Description of Capital Stock	Filed electronically herewith
10.1	Assignment of Patent Rights dated April 3, 2009 between Dr. Robert Mears and the Registrant	Incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on June 30, 2016.
10.2+	2007 Stock Incentive Plan	Incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on June 30, 2016.
10.3	Exclusive License and Collaboration Agreement dated March 3, 2010 between K2 Energy Limited and the Registrant	Incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on June 30, 2016.
10.4	Letter Agreement dated June 6, 2014 between K2 Energy Limited and the Registrant	Incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on June 30, 2016.

10.5	Lease Agreement dated January 19, 2016 between 750 University, LLC and the Registrant	Incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on June 30, 2016.
10.6+	Form of Restricted Stock Agreement	Incorporated by reference from the Registrant's Amendment No. 1 to Registration Statement on Form S-1 filed on July 29, 2016
10.7+	Atomera Incorporated 2017 Stock Incentive Plan	Incorporated by reference from the Registrant's Definitive Proxy Statement filed on April 10, 2017.
10.8	First Amendment to Lease Agreement dated January 19, 2016 between 750 University, LLC and the Registrant	Incorporated by reference from the Registrant's Form 10-K filed on March 6, 2018.
10.9+	Employment Agreement dated January 26, 2021 between Scott Bibaud and the Registrant	Filed electronically herewith
10.10+	Employment Agreement dated January 26, 2021 between Frank Laurencio and the Registrant	Filed electronically herewith.
10.11+	Employment Agreement dated January 26, 2021 between Dr. Robert Mears and the Registrant	Filed electronically herewith
10.12+	Employment Agreement dated January 26, 2021 between Erwin Trautmann and the Registrant	Filed electronically herewith.
10.13	Second Amendment to Lease Agreement dated January 19, 2016 between 750 University, LLC and the Registrant	Filed electronically herewith.
21.1	List of Subsidiaries	Incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on June 30, 2016.
23.1	Consent of Marcum LLP, Independent Registered Public Accounting Firm	Filed electronically herewith
31.1	Certifications Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed electronically herewith
31.2	Certifications Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed electronically herewith
32.1	Certification of Principal Executive Officer and Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350).	Filed electronically herewith
101.INS	XBRL Instance Document	Filed electronically herewith
101.SCH	XBRL Taxonomy Extension Schema Document	Filed electronically herewith
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	Filed electronically herewith
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	Filed electronically herewith
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	Filed electronically herewith
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	Filed electronically herewith
+	Indicated management compensatory plan, contract or arrangement.	

SIGNATURES

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

ATOMERA INCORPORATED.

Date: February 19, 2021

By: /s/ Scott A. Bibaud
Scott A. Bibaud
Chief Executive Officer,
(Principal Executive Officer)
and Director

Date: February 19, 2021

By: /s/ Francis B. Laurencio
Francis B. Laurencio
Chief Financial Officer
(Principal Financial and
Accounting Officer)

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/Scott A. Bibaud</u> Scott A. Bibaud	Chief Executive Officer and Director (Principal Executive Officer)	February 19, 2021
<u>/s/John D. Gerber</u> John Gerber	Director and Chairman	February 19, 2021
<u>/s/ Erwin Trautmann</u> Erwin Trautmann	Executive Vice President of Strategic Business Development and Director	February 19, 2021
<u>/s/Rolf Stadheim</u> Rolf Stadheim	Director	February 19, 2021
<u>/s/C. Rinn Cleavelin</u> C. Rinn Cleavelin, Ph.D.	Director	February 19, 2021
<u>/s/ Steven K. Shevick</u> Steven K. Shevick	Director	February 19, 2021
<u>/s/ Duy-Loan Le</u> Duy-Loan Le	Director	February 19, 2021

DESCRIPTION OF CAPITAL STOCK

Atomera Incorporated. (“Company”, “we”, “us” and “our”) has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended, namely our common stock, par value \$0.001 per share.

The following is a summary of the rights of our common and of certain provisions of our Amended and Restated Certificate of Incorporation (“Certificate of Incorporation”) and Amended and Restated Bylaws (“Bylaws”). For more detailed information, please see our Certificate of Incorporation and Bylaws, which are incorporated by reference as exhibits to the Annual Report on Form 10-K to which this description is an exhibit.

Common Stock

Our Certificate of Incorporation authorizes us to issue up to 47,500,000 shares of common stock, \$0.001 par value per share. As of February 10, 2021, we had 22,622,670 shares of common stock outstanding, held by 206 stockholders of record.

Holders of shares of common stock are entitled to one vote per share on all matters to be voted upon by the stockholders generally. Stockholders are entitled to receive such dividends as may be declared from time to time by the Board out of funds legally available therefore, and in the event of liquidation, dissolution or winding up of the company to share ratably in all assets remaining after payment of liabilities. The holders of shares of common stock have no preemptive, conversion, subscription rights or cumulative voting rights.

Preferred Stock

Our Certificate of Incorporation authorizes us to issue up to 2,500,000 shares of preferred stock, \$0.001 par value per share, of which no shares were issued or outstanding as of February 10, 2021. Our board of directors is authorized to issue from time to time, without stockholder authorization, in one or more designated series or classes, any or all of the authorized but unissued shares of preferred stock with such dividend, redemption, conversion and exchange provisions as may be provided in the particular series. Any series of preferred stock may possess voting, dividend, liquidation and redemption rights superior to that of the common stock. The rights of the holders of common stock will be subject to and may be adversely affected by the rights of the holders of any preferred stock that may be issued in the future. Issuance of a new series of preferred stock, while providing desirable flexibility in connection with possible acquisition and other corporate purposes, could make it more difficult for a third party to acquire, or discourage a third party from acquiring, a majority of the outstanding voting stock of our company.

Dividends

We have never paid cash dividends on our common stock and we do not anticipate the payment of cash dividends on our common stock in the foreseeable future.

Anti-Takeover Effects of Certain Provisions of Delaware Law

We are subject to the provisions of Section 203 of the Delaware General Corporation Law, or DGCL, an anti-takeover law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a “business combination” with an “interested stockholder” for a period of three years after the date of the transaction in which such stockholder became an interested stockholder, unless the business combination is approved in a prescribed manner. For purposes of Section 203, a “business combination” includes a merger, asset sale or other transaction resulting in a financial benefit to the interested stockholder, and an “interested stockholder” is a stockholder who, together with affiliates and associates, owns, or within three years prior, did own, 15% or more of the voting stock.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is American Stock Transfer & Trust Company, LLC, 6201 15th Avenue, Brooklyn, New York 11219

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“*Agreement*”) is entered into on January 26, 2021, to be effective on December 30, 2020 (“*Effective Date*”) by and between Atomera Incorporated, a Delaware corporation (“*Company*”), and Scott A. Bibaud (“*Executive*”).

RECITAL

Company is desirous of continuing to employ Executive in an executive capacity on the terms and conditions and for the consideration, hereinafter set forth, and Executive is desirous of continuing to be employed by Company on such terms and conditions and for such consideration.

AGREEMENT

It is agreed as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

- (a) **“Base Salary”** shall mean Executive's annualized base salary as set forth in Section 4.1.
- (b) **“Board”** shall mean the board of directors of Company.
- (c) **“Cause”** shall mean a finding by the Company that Executive (i) has engaged in gross negligence or willful misconduct in the performance of his duties at the Company, (ii) has materially breached this Agreement or the Confidentiality Agreement, (iii) has willfully and materially breached a significant corporate policy or code of conduct established by Company, (iv) has engaged in willful misconduct that is materially injurious to Company and its subsidiaries taken as a whole (monetarily or otherwise), (v) has committed an act of fraud or embezzlement, (vi) has been convicted of (or pleaded no contest to) a criminal act involving fraud, dishonesty, or moral turpitude, or (vii) has been convicted for any violation of U.S. or foreign securities laws or has entered into a cease and desist order with the Securities and Exchange Commission alleging violation of U.S. or foreign securities laws.
- (d) **“Change of Control”** shall have the meaning given to it in the Company’s 2017 Stock Incentive Plan.
- (e) **“Code”** shall mean the Internal Revenue Code of 1986, as amended.
- (f) **“Compensation Committee”** shall mean the Compensation Committee of the Board.

(g) **“Confidentiality Agreement”** shall mean that certain Employee Confidentiality and Assignment Agreement between Executive and the Company dated as of October 3, 2015.

(h) **“Disability”** shall mean that, as a result of Executive’s documented incapacity due to physical or mental illness, Executive shall have been absent from the full-time performance of his duties for six consecutive months and shall not have returned to full-time performance of his duties within 30 days after written notice of termination is given to Executive by Company (provided, however, that such notice may not be given prior to 30 days before the expiration of such six month period). Any determination of Disability shall be determined by an independent physician mutually acceptable to the Company and the Executive.

(i) **“Good Reason”** shall mean the occurrence of any one or more of the following:

- i. A diminution in Executive’s Annual Base Salary not in accordance with Section 4.1;
- ii. A material diminution in Executive’s title, authority, duties, or responsibilities from those applicable to him as of the Effective Date, including any change in title or a material change in the reporting structure so that Executive reports to someone other than the Board;
- iii. A material change in the geographic location at which Executive must perform services, which for purposes of this Agreement includes only Company requiring Executive to involuntarily relocate to a geographic location other than the Place of Employment in Section 2.6; or
- iv. A material breach by Company of any provision of this Agreement (including, without limitation, the requirements of Section 2.2, 4.1, 4.2, 4.3, or 4.4 of this Agreement); or
- v. A Change of Control.

Notwithstanding the foregoing provisions of this Section 1.1(i) or any other provision in this Agreement to the contrary, any assertion by Executive of a termination of employment for “Good Reason” shall not be effective unless all of the following conditions are satisfied: (1) any condition described in clauses (i) through (v) of this Section 1.1(i) giving rise to the Executive’s termination of employment must have arisen without Executive’s consent; (2) Executive must provide written notice to the Company of such condition in accordance with Section 7.1 within 30 days of the initial existence of the condition; (3) the condition specified in such notice must remain uncorrected for a period of 30 days following receipt of such notice by the Company; and (4) the date of Executive’s termination of employment must occur within ninety days following the initial existence of the condition specified in such notice.

(j) **“Incentive Plan”** shall mean the Mears Technologies, Inc. 2007 Stock Incentive Plan, the Atomera Incorporated 2017 Stock Incentive Plan, and any other incentive compensation plans duly adopted by the Board.

(k) **“Involuntary Termination”** shall mean any termination of Executive’s employment with Company which results from either:

- i. termination by the Company without Cause; or
- ii. A resignation by Executive for Good Reason;

Provided however, and for the avoidance of doubt, the term “Involuntary Termination” shall not include a termination for Cause or any termination as a result of death or Disability.

(l) **“Payment Date”** shall mean the later of (i) the date that is 30 days after Executive’s termination of employment with Company or (ii) the date upon which the Release described in Section 5.5 becomes irrevocable by Company.

1.2 Interpretations. In this Agreement, unless a clear contrary intention appears, (a) the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision (b) reference to any Article or Section means such Article or Section hereof, (c) the word “including” (and with correlative mean, “include”) means including, without limiting the generality of any description preceding such term, and (d) where any provision of this Agreement refers to action to be taken by either party, or which such party is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such party.

ARTICLE II

EMPLOYMENT AND DUTIES

2.1 Employment. Effective as of the Effective Date and continuing for the period of time set forth in Section 3.1 of this Agreement, Executive’s employment by Company shall be subject to the terms and conditions of this Agreement. As a condition of his continued employment, Executive confirms that he will continue to be bound by his obligations under the Confidentiality Agreement.

2.2 Positions. From and after the Effective Date, Company shall employ Executive in the position of President and Chief Executive Officer of the Company or in such other position or positions as the parties mutually may agree.

2.3 Duties and Services. Executive agrees to serve in the position referred to in Section 2.2 and to perform diligently and to the best of his abilities the duties and services appertaining to such office, as well as such additional duties and services appropriate to such offices which the parties mutually may agree upon from time to time. Executive in his capacity as CEO shall have all of the authorities, duties, and obligations of the CEO as provided under Section 3.8 of the Bylaws of the Company, as amended. Executive also agrees to serve, if elected, as an officer or director of any wholly-owned subsidiary or affiliate of Company so long as such service is commensurate with Executive’s duties and responsibilities to Company. Executive’s employment shall also be subject to the policies maintained and established by Company that are of general applicability to Company’s executive employees, as such policies may be amended from time to time.

2.4 Other Interests. Executive agrees, during the period of his employment by Company, to devote substantially all of his business time, energy, and best efforts to the business and affairs of Company and its affiliates and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except as herein permitted or with the prior written consent of the Board. The foregoing notwithstanding, the parties recognize and agree that Executive may engage in passive personal investment and charitable activities and serve on corporate boards of directors that, in any case, do not conflict with the business and affairs of Company or interfere with Executive’s performance of his duties hereunder, which shall be at the sole determination of the Board.

2.5 Duty of Loyalty. Executive acknowledges and agrees that Executive owes a fiduciary duty of loyalty to act at all times in the best interests of Company. In keeping with such duty, Executive shall make full disclosure to Company of all business opportunities pertaining to Company’s business and shall not appropriate for Executive’s own benefit, or appropriate for the benefit of any third party, business opportunities concerning Company’s business.

2.6 Place of Employment. Executive's primary place of employment hereunder shall be at Company's executive offices in or within greater San Jose, California metropolitan area or such other place in the San Francisco Bay area as the Company may determine from time-to-time.

ARTICLE III

TERM AND TERMINATION OF EMPLOYMENT

3.1 Term. Unless sooner terminated pursuant to other provisions hereof, Company agrees to employ Executive for the period beginning on the Effective Date and ending on the fourth anniversary of the Effective Date.

(a) Should Executive's employment with Company continue after expiration of the term set forth in Section 3.1 hereof, such continued employment shall be at-will and he will not be eligible to receive any Severance Benefits from the Company upon termination from employment for any reason.

3.2 Company's Right to Terminate. Notwithstanding the provisions of Section 3.1, Company shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

- (a) upon Executive's death;
- (b) upon Executive's Disability;
- (c) for Cause; or
- (d) at any time, for any other reason whatsoever, in the sole discretion of the Board.

Prior to terminating Executive for Cause, (i) Executive shall have been provided with fifteen (15) days prior written notice of the circumstances giving rise to Cause, (ii) Executive shall have fifteen (15) days to remedy the circumstances constituting Cause, if curable, (iii) Executive shall have had the opportunity to appear before the Board (without counsel) to discuss the circumstances constituting Cause, and (iv) at least two-thirds (2/3) of the members of the Board (excluding Executive) shall have affirmatively voted to terminate Executive for Cause.

3.3 Executive's Right to Terminate. Notwithstanding the provisions of Section 3.1, Executive shall have the right to terminate his employment under this Agreement for any of the following reasons:

- (a) for Good reason;
- (b) at any time for any other reason whatsoever, in the sole discretion of Executive.

3.4 Notice of Termination. If Company desires to terminate Executive's employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, it shall do so by giving a 30-day written notice to Executive that it has elected to terminate Executive's employment hereunder and stating the effective date and reason for such termination, provided that no such action shall alter or amend any other provisions hereof or rights arising hereunder. If Executive desires to terminate his employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, he shall do so by giving a 30-day written notice to Company that he has elected to terminate his employment hereunder and stating the effective date and reason for such termination, provided that no such action shall alter or amend any other provisions hereof or rights arising hereunder.

3.5 Deemed Resignations. Unless otherwise agreed to in writing by Company and Executive prior to the termination of Executive's employment, any termination of Executive's employment shall constitute an automatic resignation of Executive as an officer of Company and each affiliate of Company and an automatic resignation of Executive from the Board (if applicable) and from the board of directors or similar governing body of any affiliate of Company and from the board of directors or similar governing body of any corporation, limited liability entity, or other entity in which Company or any affiliate holds an equity interest and with respect to which board or similar governing body Executive serves as Company's or such affiliate's designee or other representative. Executive agrees to execute such documents and take such other actions as the Company may request to reflect such resignation.

ARTICLE IV

COMPENSATION AND BENEFITS

4.1 Base Salary. Executive shall receive a base salary at the annualized rate of \$375,000 (the "*Base Salary*"). Executive's Base Salary shall be reviewed by the Compensation Committee on an annual basis, and, in the sole discretion of the Compensation Committee, such Base Salary may be increased, but not decreased (except (a) with the prior written consent of Executive, or (b) in connection with, and in an amount substantially proportionate to, reductions made by Company to the annualized base salaries of all other senior executives), effective as of any date determined by the Compensation Committee. Executive's Base Salary shall be paid in equal installments in accordance with Company's standard policy regarding payment of compensation to executives but no less frequently than monthly.

4.2 Annual Bonus. Executive shall be eligible for an annual bonus of up to 60% of Executive's Base Salary based on performance criteria set by the Compensation Committee and to otherwise participate in Company's annual bonus plan or plans applicable to Executive, all as approved from time to time by the Compensation Committee in amounts to be determined by the Compensation Committee based upon criteria established by the Compensation Committee.

4.3 Long-Term Incentive. Subject to the sole discretion of the Compensation Committee, Executive shall also be eligible for participation in the Incentive Plan or such other long-term incentive arrangement of Company as may from time to time be made available to other executive officers of Company. Any awards made under the Incentive Plan or such other arrangements shall be governed by Section 5.5 herein. However, shall there be any conflict between this Agreement and the Incentive Plan, this Agreement shall govern.

4.4 Other Perquisites. During his employment hereunder, Executive shall be afforded the following benefits as incidences of his employment:

(a) **Business and Entertainment Expenses.** Subject to Company's standard policies and procedures with respect to expense reimbursement as applied to its executive employees generally, Company shall reimburse Executive for, or pay on behalf of Executive, reasonable and appropriate expenses incurred by Executive for business-related purposes, including dues and fees to industry and professional organizations and costs of entertainment and business development.

Company reserves the right to request valid documentation and receipts relating to such expenses.

(b) **Company Benefits.** Executive and, to the extent applicable, Executive's spouse, dependents, and beneficiaries, shall be allowed to participate in all benefits, plans, and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to other executive employees of Company, subject to the eligibility requirements and other terms of such plans and programs. Such benefits, plans, and programs shall include, without limitation, any profit-sharing plan, thrift plan, health insurance or health care plan, life insurance, disability insurance, pension plan, supplemental retirement plan, vacation and sick leave plan, and the like which may be maintained by Company. Company shall not, however, by reason of this paragraph be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such benefit plan or program, so long as such changes are similarly applicable to executive employees generally.

ARTICLE V

EFFECT OF TERMINATION ON COMPENSATION; ADDITIONAL PAYMENTS

5.1 Termination Other Than an Involuntary Termination. If Executive's employment hereunder shall terminate upon expiration of the term provided in Section 3.1 hereof or if Executive's employment hereunder shall terminate in any circumstances other than an Involuntary Termination, then Company shall continue to provide all compensation and benefits to Executive hereunder until the date of such termination of employment, and such compensation and benefits shall terminate contemporaneously with such termination of employment.

5.2 Involuntary Termination. Subject to the provisions of Sections 5.3 and 5.4 hereof, if Executive's termination of employment hereunder shall be an Involuntary Termination, then Company shall provide to Executive the following severance benefits (the "Severance Benefits"):

(a) Company shall pay Executive a lump sum cash payment in an amount equal to eighteen (18) months of Executive's Base Salary, less applicable taxes and withholdings.

(b) Accelerate eighteen (18) months vesting of options or other types of equity granted to Executive;

(c) During the portion, if any, of the twelve (12)-month period commencing on the date of such Involuntary Termination that Executive is eligible to elect and elects to continue coverage for himself and his eligible dependents under Company's or a subsidiary's group health plans, as applicable, under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and/or sections 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended, Company shall promptly reimburse Executive on a monthly basis for the difference between the amount Executive pays to effect and continue such coverage and the employee contribution amount that active senior executive employees of Company pay for the same or similar coverage under such group health plans; provided, however, that such reimbursement shall cease to be effective if and to the extent Executive becomes eligible to receive medical and/or dental coverage from a subsequent employer (and any such eligibility shall be promptly reported to Company in writing by Executive).

5.3 Change of Control. In the event of a Change of Control, vesting of all options or other types of equity granted to Executive shall fully vest immediately prior to such Change of Control.

5.4 Release and Full Settlement. As a condition to the receipt of any severance compensation and benefits under this Agreement, Executive must first execute a release and agreement, which, at a minimum, (a) shall release and discharge Company and its affiliates, and their officers, directors, employees, and agents, from any and all claims or causes of action of any kind or character, including all claims or causes of action arising out of Executive's employment with Company or its affiliates or the termination of such employment, and (b) must be effective and irrevocable within 55 days after the termination of Executive's employment. If Executive is entitled to and receives the benefits provided hereunder, performance of the obligations of Company hereunder will constitute full settlement of all claims that Executive might otherwise assert against Company on account of Executive's termination of employment.

5.5 Payments Subject to Section 409A of the Code.

(a) Subject to this Section 5.5, any severance payments that may be due under the Agreement shall begin only upon the date of the Executive's "separation from service" (determined as set forth below) which occurs on or after the termination of Executive's employment.

(b) The determination of whether and when Executive's separation from service from the Company has occurred shall be made in a manner consistent with and based on the presumptions set forth in Treasury Regulation Section 1.409A-1(h). Solely for purposes of this Section 5.5(b), "Company" shall include all persons with whom the Company would be considered a single employer under Section 414(b) and 414(c) of the Code.

(c) It is intended that each installment of the severance payments under the Agreement provided under shall be treated as a separate "payment" for purposes of Section 409A of the Code. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments except to the extent specifically permitted or required by Section 409A of the Code.

(d) Notwithstanding the foregoing provisions of this Article 5, if the payment of any severance compensation or severance benefits under this Agreement would be subject to additional taxes and interest under Section 409A of the Code because the timing of such payment is not delayed as provided in Section 409A(a)(2)(B) of the Code, then any such payments that Executive (or Executive's estate) would otherwise be entitled to during the first eighteen (18) months following the date of Executive's termination of employment shall be accumulated and paid on the date that is eighteen (18) months after the date of Executive's termination of employment (or if such payment date does not fall on a business day of Company, the next following business day of Company), or such earlier date upon which such amount can be paid under Section 409A of the Code without being subject to such additional taxes and interest. Executive hereby agrees to be bound by Company's determination of its "specified employees" (as such term is defined in Section 409A of the Code) in accordance with any of the methods permitted under the regulations issued under Section 409A of the Code.

5.6 Other Benefits. This Agreement governs the rights and obligations of Executive and Company with respect to the matters set forth herein, including, without limitation, Executive's Base Salary, certain prerequisites of employment, and payments upon termination of employment. Except as expressly provided herein, Executive's rights and obligations both during the term of his employment and thereafter, with respect to stock options, restricted stock, incentive and deferred compensation, life insurance policies insuring the life of Executive, and other benefits under the plans and programs maintained by Company shall be governed by the separate agreements, plans and other documents and instruments governing such matters.

ARTICLE VI

DISPUTE RESOLUTION

6.1 General. Executive and Company explicitly recognize that no provision of this Article VI shall prevent either party from seeking to resolve any dispute arising under the Confidentiality Agreement.

6.2 Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement and/or the Employee's employment with the Company and/or the termination of such employment promptly by negotiations between Executive and an executive officer of Company who has authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten days after the effective date of such notice, Executive and an executive officer of Company shall meet at a mutually acceptable time and place within the Boston, Massachusetts metropolitan area, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within ten days, either party may initiate arbitration of the controversy or claim as provided in Section 6.3 below. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section 6.2 shall be treated as compromise and settlement negotiations for the purposes of the federal and state rules of evidence and procedure.

6.3 Arbitration. Company and Executive agree that after efforts to negotiate any dispute in accordance with Section 6.2 have failed, then either party may be written notice (the “*Notice*”) demand arbitration of the dispute as set out below, and each party hereto expressly agrees to submit to, and be bound by, such arbitration.

(a) Each party will, within ten business days of the Notice, nominate an arbitrator, who shall be a non-neutral arbitrator. Each nominated arbitrator must be someone experienced in dispute resolution and of good character without moral turpitude and not within the employ or direct or indirect influence of the nominating party. The two nominated arbitrators will, within ten business days of nomination, agree upon a third arbitrator, who shall be neutral. If the two appointed arbitrators cannot agree on a third arbitrator within such period, the parties may seek such an appointment through any permitted court proceeding or by the American Arbitration Association (“*AAA*”). The three arbitrators will set the rules and timing of the arbitration, but will generally follow the rules of the AAA and this Agreement where same are applicable and shall provide for a reasoned opinion.

(b) The arbitration hearing will in no event take place more than 180 days after the appointment of the third arbitrator.

(c) The arbitration will take place in the San Francisco, California metropolitan area unless otherwise unanimously agreed to by the parties.

(d) The results of the arbitration and the decision of the arbitrators will be final and binding on the parties, and each party agrees and acknowledges that these results shall be enforceable in a court of law.

(e) All administrative costs and expenses of the mediation and arbitration shall be borne equally by the Company and Executive during the pendency of the proceedings. Such costs and expenses do not include attorney’s fees, expert witness fees or other party generated expenses. Upon the conclusion of the proceedings, the prevailing party shall be entitled to recover reasonable and necessary attorneys’ fees, expert witness fees, and costs and expenses of arbitration.

(f) This agreement to arbitrate applies, but shall not be limited, to the following:

i. Any claim alleging unlawful discrimination, harassment, or retaliation on any basis protected by any applicable federal, state, or local law (for the avoidance of doubt, nothing herein prevents Employee from filing, cooperating with, or participating in any proceeding before the EEOC or other federal or state fair employment practices agency (except that Employee acknowledges that he/she may not be able to recover any monetary benefits in connection with any such claim, charge or proceeding));

ii. Any claim for wages, bonuses, severance, incentive compensation or other equity, employee benefits or other compensation, whether pursuant to contract, state wage and hour laws (including without limitation M.G.L. c. 149, § 148 *et. seq.*), the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, as amended, or any other law concerning wages, compensation or employee benefits.

iii. Any claim under any statute, law, or ordinance not expressly set forth above.

iv. Any claim arising out of any and all common law claims, including, but not limited to, tort claims, wrongful discharge claims, contract claims, defamation claims and unfair business practices claims; and

v. Any claim relating to the interpretation, existence, validity, scope, or enforceability of this Section, including, but not limited to, any claim that all or any part of this Section is void or voidable and any other challenge by Employee to the arbitrability of any dispute under this Agreement (but not including a dispute about the class action waiver set forth below).

(g) Notwithstanding anything set forth in Section 6.3(f) above, this agreement to arbitrate does not apply to claims or issues arising from performance of services on any federal government contract, any claim for workers' compensation or employment benefits, claims for vested benefits under a plan fund or program covered by the Employee Retirement Income Security Act of 1974, as amended, or claims arising out of or relating to the Confidentiality Agreement or otherwise concerning trade secrets, confidential information, intellectual property (including patents, copyrights and trademarks), or other proprietary rights or property. Further Company and Executive agree that only individual employee claims may be brought and that no claim may be brought or arbitrated hereunder as a collective action on behalf of any others or as a class action absent a further specific agreement executed at the time the dispute arises.

(h) Executive understands that this Agreement requires disputes that involve the matters subject to the Agreement and/or Executive's employment or termination, except those set forth in Section 6.3(g) above, be submitted to arbitration pursuant to this Section 6.3 rather than to a judge or jury in court.

ARTICLE VII

MISCELLANEOUS

7.1 Notices. Any and all notices and other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 6:30 p.m. (Eastern time) on any day except Saturday, Sunday and any day which shall be a federal legal holiday in the United States ("*Business Day*"), (b) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Business Day or later than 6:30 p.m. (Eastern time) on any Business Day, (c) the 2nd Business Day following the date of mailing, if sent by U.S. national recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be set forth on the signature pages attached hereto. All notices and demands to Executive or the Company may be given to them at the following address:

If to Executive:

████████████████████
████████████████████

If to Company:

Atomera Incorporated
750 University Avenue
Suite 280
Los Gatos, CA 95032

Such parties may designate in writing from time to time such other place or places that such notices and demands may be given.

7.2 Applicable Law; Submission to Jurisdiction.

(a) This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of California, without regard to conflict of law principals thereof.

(b) With respect to any claim or dispute related to or arising under this Agreement that is not subject to arbitration, the parties hereto hereby consent to the exclusive jurisdiction, forum, and venue of the state or federal (to the extent federal jurisdiction exists) courts located in the State of California.

7.3 No Waiver. No failure by either party hereto at any time to give notice of any breach by the other party of or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

7.4 Severability. Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction by reason of applicable law shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

7.6 Withholding of Taxes and Other Employee Deductions. Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city, and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other customary employee deductions made with respect to Company's employees generally.

7.7 Headings. The Section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

7.8 Gender and Plurals. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

7.9 Assignment. This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company, by merger or otherwise. This Agreement shall also be binding upon and inure to the benefit of Executive and his heirs, representative and assigns. If Executive shall die prior to full payment of amounts due pursuant to this Agreement, such amounts shall continue to be payable pursuant to the terms of this Agreement. Executive shall not have any right to pledge, hypothecate, anticipate, or assign any portion of this Agreement or any of the rights hereunder, except by will or the laws of descent and distribution.

7.10 Term. This Agreement has a term co-extensive with the term of employment provided in Section 3.1. Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to such termination. The provisions of Section 3.5 shall survive the termination of this Agreement and shall be binding upon Executive and his or her legal representatives, successors, and assigns following such termination.

7.11 Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and contains all of the covenants, promises, representations, warranties, and agreements between the parties with respect to such subject matter. Without limiting the scope of the preceding sentence, all understandings and agreements preceding the date of execution of this Agreement and relating to the subject matter hereof are hereby null and void and of no further force and effect, including, without limitation, all prior employment and severance agreements, if any, by and between Company and Executive. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

7.12 Expenses. Company shall reimburse Executive for his reasonable fees and expenses incurred by him incident to the negotiation, preparation and execution of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

“Company”

Atomera Incorporated
A Delaware corporation

By: /s/ John D. Gerber
Name: John D. Gerber
Title: Chairman of the Board of Directors
Date: January 26, 2021

“Executive”

Scott A. Bibaud

/s/ Scott A. Bibaud
Date: January 26, 2021

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“*Agreement*”) is entered into on January 26, 2021, to be effective as of December 30, 2020 (“*Effective Date*”) by and between Atomera Incorporated, a Delaware corporation (“*Company*”), and Francis B. Laurencio (“*Executive*”).

RECITAL

Company is desirous of continuing to employ Executive in an executive capacity on the terms and conditions and for the consideration, hereinafter set forth, and Executive is desirous of continuing to be employed by Company on such terms and conditions and for such consideration.

AGREEMENT

It is agreed as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

- (a) **“Base Salary”** shall mean Executive's annualized base salary as set forth in Section 4.1.
- (b) **“Board”** shall mean the board of directors of Company.

(c) **“Cause”** shall mean a finding by the Company that Executive (i) has engaged in gross negligence, gross incompetence, or willful misconduct in the performance of his duties at the Company, (ii) has refused, without proper reason, to perform his duties, (iii) has materially breached any provision of this Agreement or of the Confidentiality Agreement, (iv) has willfully and materially breached a significant corporate policy or code of conduct established by Company, (v) has willfully engaged in conduct that is materially injurious to Company or its subsidiaries (monetarily or otherwise), (vi) has committed an act of fraud, embezzlement, or breach of a fiduciary duty to Company or an affiliate of Company (including the unauthorized disclosure of material confidential or proprietary information of the Company or an affiliate or intentional misrepresentation in any employment application, background check, or willfully making false representations in any capacity), (vii) has been convicted of (or pleaded no contest to) a criminal act involving fraud, dishonesty, or moral turpitude or any felony, or (viii) has been convicted for any violation of U.S. or foreign securities laws or has entered into a cease and desist order with the Securities and Exchange Commission alleging violation of U.S. or foreign securities laws.

Notwithstanding the foregoing provisions of this Section 1.1(c) or any other provision in this Agreement to the contrary, any assertion by the Company of a termination of employment for “Cause” pursuant to clauses (i) through (v) of this Section 1.1(c) shall not be effective unless all of the following conditions are satisfied: (1) the Company must provide written notice to the Executive of such condition in accordance with Section 7.1 with 30 days of the initial existence of the condition; (2) the condition specified in such notice must remain uncorrected for a period of 30 days following receipt of such notice by Company; and (3) the date of the Company’s termination of the Executive’s employment must occur within ninety days following the initial existence of the condition specified in such notice.

- (d) **“Change of Control”** shall have the meaning given to it in the Company’s 2017 Stock Incentive Plan.
- (e) **“Code”** shall mean the Internal Revenue Code of 1986, as amended.
- (f) **“Compensation Committee”** shall mean the Compensation Committee of the Board.
- (g) **“Confidentiality Agreement”** shall mean that certain Employee Confidentiality and Assignment Agreement between Executive and the Company dated as of February 10, 2016.
- (h) **“Disability”** shall mean that, as a result of Executive’s documented incapacity due to physical or mental illness, Executive shall have been absent from the full-time performance of his duties for six consecutive months and shall not have returned to full-time performance of his duties within 30 days after written notice of termination is given to Executive by Company (provided, however, that such notice may not be given prior to 30 days before the expiration of such six month period). Any determination of Disability shall be determined by an independent physician mutually acceptable to the Company and the Executive.
- (i) **“Good Reason”** shall mean the occurrence of any one or more of the following:
 - i. A material diminution in Executive’s Base Salary, which is defined as a diminution of ten percent (10%) or more, not in accordance with Section 4.1;
 - ii. A material diminution in Executive’s authority, duties, or responsibilities from those applicable to him as of the Effective Date;
 - iii. A material change in the principal geographic location at which Executive must perform services, which for purposes of this Agreement includes only Company requiring Executive to involuntarily relocate to a geographic location other than the greater San Jose, California area; or
 - iv. A material breach by Company of any provision of this Agreement.

Notwithstanding the foregoing provisions of this Section 1.1(g) or any other provision in this Agreement to the contrary, any assertion by Executive of a termination of employment for “Good Reason” shall not be effective unless all of the following conditions are satisfied: (1) any condition described in clauses (i) through (iv) of this Section 1.1(g) giving rise to the Executive’s termination of employment must have arisen without Executive’s consent; (2) Executive must provide written notice to the Company of such condition in accordance with Section 7.1 within 30 days of the initial existence of the condition; (3) the condition specified in such notice must remain uncorrected for a period of 30 days following receipt of such notice by the Company; and (4) the date of Executive’s termination of employment must occur within ninety days following the initial existence of the condition specified in such notice.

- (j) **“Incentive Plan”** shall mean the Mears Technologies, Inc. 2007 Stock Incentive Plan, the Atomera Incorporated 2017 Stock Incentive Plan, and any other incentive compensation plans duly adopted by the Board.
- (k) **“Involuntary Termination”** shall mean any termination of Executive’s employment with Company which results from either:
 - i. termination by the Company without Cause; or
 - ii. A resignation by Executive for Good Reason;

Provided however, and for the avoidance of doubt, the term “Involuntary Termination” shall not include (x) a termination by Company for Cause or by Executive without Good Reason, (y) any termination by either party upon or following expiration of the term set forth in Section 3.1, or (z) any termination as a result of death or Disability.

1.2 Interpretations. In this Agreement, unless a clear contrary intention appears, (a) the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision (b) reference to any Article or Section means such Article or Section hereof, (c) the word “including” (and with correlative mean, “include”) means including, without limiting the generality of any description preceding such term, and (d) where any provision of this Agreement refers to action to be taken by either party, or which such party is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such party.

ARTICLE II

EMPLOYMENT AND DUTIES

2.1 Employment. Effective as of the Effective Date and continuing for the period of time set forth in Section 3.1 of this Agreement, Executive’s employment by Company shall be subject to the terms and conditions of this Agreement. As a condition of his continued employment, Executive confirms that he will continue to be bound by his obligations under the Confidentiality Agreement.

2.2 Positions. From and after the Effective Date, Company shall employ Executive in the position of Chief Financial Officer of the Company or in such other position or positions as the parties mutually may agree.

2.3 Duties and Services. Executive agrees to serve in the position referred to in Section 2.2 and to perform diligently and to the best of his abilities the duties and services appertaining to such office, as well as such additional duties and services appropriate to such offices which the parties mutually may agree upon from time to time. Executive in his capacity as Chief Financial Officer of the Company shall have such authorities, duties and obligations as are assigned to him from time to time by the Chief Executive Officer of the Company and otherwise customarily assigned to a Chief Financial Officer. Executive shall report to the Chief Executive Officer of the Company. Executive also agrees to serve, if elected, as an officer or director of any wholly-owned subsidiary or affiliate of Company so long as such service is commensurate with Executive’s duties and responsibilities to Company. Executive’s employment shall also be subject to the policies maintained and established by Company that are of general applicability to Company’s executive employees, as such policies may be amended from time to time.

2.4 Other Interests. Executive agrees, during the period of his employment by Company, to devote substantially all of his business time, energy, and best efforts to the business and affairs of Company and its affiliates and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except as herein permitted or with the prior written consent of the Board.

The foregoing notwithstanding, the parties recognize and agree that Executive may engage in passive personal investment and charitable activities and serve on corporate boards of directors that, in any case, do not conflict with the business and affairs of Company or interfere with Executive’s performance of his duties hereunder, which shall be at the sole determination of the Board.

2.5 Duty of Loyalty. Executive acknowledges and agrees that Executive owes a fiduciary duty of loyalty to act at all times in the best interests of Company. In keeping with such duty, Executive shall make full disclosure to Company of all business opportunities pertaining to Company’s business and shall not appropriate for Executive’s own benefit, or appropriate for the benefit of any third party, business opportunities concerning Company’s business.

2.6 Place of Employment. Executive's primary place of employment hereunder shall be at Company's executive offices in or within 50 miles of San Jose, California. Executive understands and agrees that he may be required to travel to other locations depending on the Company's business needs.

ARTICLE III

TERM AND TERMINATION OF EMPLOYMENT

3.1 Term. Unless sooner terminated pursuant to other provisions hereof, Company agrees to employ Executive for the period beginning on the Effective Date and ending on the fourth anniversary of the Effective Date.

(a) Should Executive's employment with Company continue after expiration of the term set forth in Section 3.1 hereof, such continued employment shall be at-will and he will not be eligible to receive any Severance Benefits from the Company upon termination from employment for any reason.

3.2 Company's Right to Terminate. Notwithstanding the provisions of Section 3.1, Company shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

- (a) upon Executive's death;
- (b) upon Executive's Disability;
- (c) for Cause; or
- (d) at any time, for any other reason whatsoever, in the sole discretion of the Company.

3.3 Executive's Right to Terminate. Notwithstanding the provisions of Section 3.1, Executive shall have the right to terminate his employment under this Agreement for any of the following reasons:

- (a) for Good reason;
- (b) at any time for any other reason whatsoever, in the sole discretion of Executive.

3.4 Notice of Termination. If Company desires to terminate Executive's employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, it shall do so by giving a 30-day written notice to Executive that it has elected to terminate Executive's employment hereunder and stating the effective date and reason for such termination, provided that no such action shall alter or amend any other provisions hereof or rights arising hereunder. If Executive desires to terminate his employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, he shall do so by giving a 30-day written notice to Company that he has elected to terminate his employment hereunder and stating the effective date and reason for such termination, provided that no such action shall alter or amend any other provisions hereof or rights arising hereunder.

3.5 Deemed Resignations. Unless otherwise agreed to in writing by Company and Executive prior to the termination of Executive's employment, any termination of Executive's employment shall constitute an automatic resignation of Executive as an officer of Company and each affiliate of Company and an automatic resignation of Executive from the Board (if applicable) and from the board of directors or similar governing body of any affiliate of Company and from the board of directors or similar governing body of any corporation, limited liability entity, or other entity in which Company or any affiliate holds an equity interest and with respect to which board or similar governing body Executive serves as Company's or such affiliate's designee or other representative. Executive agrees to execute such documents and take such other actions as the Company may request to reflect such resignation.

ARTICLE IV

COMPENSATION AND BENEFITS

4.1 Base Salary. Executive shall receive a base salary at the annualized rate of \$290,000 (the "*Base Salary*"). Executive's Base Salary shall be reviewed by the Chief Executive Officer and the Compensation Committee on an annual basis, and, in the sole discretion of the Compensation Committee, such Base Salary may be increased, but not decreased (except (a) with the prior written consent of Executive, or (b) in connection with, and in an amount substantially proportionate to, reductions made by Company to the annualized base salaries of all other senior executives), effective as of any date determined by the Compensation Committee. Executive's Base Salary shall be paid in equal installments in accordance with Company's standard policy regarding payment of compensation to executives but no less frequently than monthly.

4.2 Annual Bonus. Executive shall be eligible for an annual bonus of up to 40% of Executive's Base Salary based on performance criteria set by the Chief Executive Officer of Company and Compensation Committee and to otherwise participate in Company's annual bonus plan or plans applicable to Executive, all as approved from time to time by the Compensation Committee in amounts to be determined by the Compensation Committee based upon criteria established by the Compensation Committee.

4.3 Long-Term Incentive. Subject to the sole discretion of the Compensation Committee, Executive shall also be eligible for participation in the Incentive Plan or such other long-term incentive arrangement of Company as may from time to time be made available to other executive officers of Company. Any awards made under the Incentive Plan or such other arrangements shall be governed by Section 5.5 herein. However, shall there be any conflict between this Agreement and the Incentive Plan, this Agreement shall govern.

4.4 Other Perquisites. During his employment hereunder, Executive shall be afforded the following benefits as incidences of his employment:

(a) **Business and Entertainment Expenses.** Subject to Company's standard policies and procedures with respect to expense reimbursement as applied to its executive employees generally, Company shall reimburse Executive for, or pay on behalf of Executive, reasonable and appropriate expenses incurred by Executive for business-related purposes, including dues and fees to industry and professional organizations and costs of entertainment and business development. Company reserves the right to request valid documentation and receipts relating to such expenses.

(b) **Company Benefits.** Executive and, to the extent applicable, Executive's spouse, dependents, and beneficiaries, shall be allowed to participate in all benefits, plans, and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to other executive employees of Company, subject to the eligibility requirements and other terms of such plans and programs. Such benefits, plans, and programs shall include, without limitation, any profit-sharing plan, thrift plan, health insurance or health care plan, life insurance, disability insurance, pension plan, supplemental retirement plan, vacation and sick leave plan, and the like which may be maintained by Company. Company shall not, however, by reason of this paragraph be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such benefit plan or program, so long as such changes are similarly applicable to executive employees generally.

ARTICLE V

EFFECT OF TERMINATION ON COMPENSATION; ADDITIONAL PAYMENTS

5.1 Termination Other Than an Involuntary Termination. If Executive's employment hereunder shall terminate upon expiration of the term provided in Section 3.1 hereof or if Executive's employment hereunder shall terminate in any circumstances other than an Involuntary Termination, then Company shall continue to provide all compensation and benefits to Executive hereunder until the date of such termination of employment, and the Executive will not be entitled to any Severance Benefits (as defined below).

5.2 Involuntary Termination. Subject to the provisions of Sections 5.3 and 5.4 hereof, if Executive's termination of employment hereunder shall be an Involuntary Termination, then Company shall provide to Executive the following severance benefits (the "Severance Benefits"):

(a) Company shall pay Executive a lump sum cash payment in an amount equal to six (6) months of Executive's Base Salary, less applicable taxes and withholdings.

(b) During the portion, if any, of the six (6)-month period commencing on the date of such Involuntary Termination that Executive is eligible to elect and elects to continue coverage for himself and his eligible dependents under Company's or a subsidiary's group health plans, as applicable, under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and/or sections 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended, Company shall promptly reimburse Executive on a monthly basis for the difference between the amount Executive pays to effect and continue such coverage and the employee contribution amount that active senior executive employees of Company pay for the same or similar coverage under such group health plans; provided, however, that such reimbursement shall cease to be effective if and to the extent Executive becomes eligible to receive medical and/or dental coverage from a subsequent employer (and any such eligibility shall be promptly reported to Company in writing by Executive).

5.3 Change of Control. In the event of a Change of Control, all options, restricted stock units, restricted stock and any other form of equity award granted to Executive and then outstanding that are subject to vesting or risk of forfeiture shall fully vest or risk of forfeiture shall fully lapse, as the case may be, immediately prior to such Change of Control. For the sake of clarity, this will confirm the Agreement of the parties that this Section 5.3 shall effectively amend and control all awards granted to the Executive under the Incentive Plans outstanding as of the Effective Date or which may be granted subsequent to the Effective Date. In addition, the Company undertakes to include in all awards granted after the Effective Date a provision acknowledging the acceleration of vesting upon a Change of Control as set forth herein.

5.4 Release and Full Settlement. As a condition to the receipt of any Severance Benefits under this Agreement, Executive must first execute and deliver to Company a severance and release of claims agreement in a form to be provided by Company (the "*Severance Agreement*"), which will include, at a minimum, Executive's release of the Company and its affiliates, and their officers, directors, employees, and agents, from any and all claims or causes of action of any kind or character, including all claims or causes of action arising out of Executive's employment with Company or its affiliates or the termination of such employment, as well as obligations for Executive with respect to non-disparagement and cooperation. The Severance Agreement must become effective and irrevocable with 55 days after the termination of Executive's employment (or such shorter period as may be directed by the Company). Executive's receipt of any Severance Benefits to which he is entitled hereunder will constitute full settlement of all claims that Executive might otherwise assert against Company for any reason, including without limitation on account of Executive's termination of employment. The Severance Benefits will be paid or commence, as may be applicable, in the first regular payroll period after the Severance Agreement becomes effective and enforceable, provided that if the foregoing 55 day period would end in a calendar year subsequent to the year in which Executive's employment ends, the Severance Benefits will not be paid or begin, as may be applicable, before the first payroll period of the subsequent calendar year.

5.5 Payments Subject to Section 409A of the Code.

(a) Subject to this Section 5.4, any severance payments that may be due under the Agreement shall begin only upon the date of the Executive's "separation from service" (determined as set forth below) which occurs on or after the termination of Executive's employment.

(b) The determination of whether and when Executive's separation from service from the Company has occurred shall be made in a manner consistent with and based on the presumptions set forth in Treasury Regulation Section 1.409A-1(h). Solely for purposes of this Section 5.5(b), "Company" shall include all persons with whom the Company would be considered a single employer under Section 414(b) and 414(c) of the Code.

(c) It is intended that each installment of the severance payments under the Agreement provided under shall be treated as a separate "payment" for purposes of Section 409A of the Code. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments except to the extent specifically permitted or required by Section 409A of the Code.

(d) Notwithstanding the foregoing provisions of this Article 5, if the payment of any severance compensation or severance benefits under this Agreement would be subject to additional taxes and interest under Section 409A of the Code because the timing of such payment is not delayed as provided in Section 409A(a)(2)(B) of the Code, then any such payments that Executive (or Executive's estate) would otherwise be entitled to during the first six (6) months following the date of Executive's termination of employment shall be accumulated and paid on the date that is six (6) months after the date of Executive's termination of employment (or if such payment date does not fall on a business day of Company, the next following business day of Company), or such earlier date upon which such amount can be paid under Section 409A of the Code without being subject to such additional taxes and interest. Executive hereby agrees to be bound by Company's determination of its "specified employees" (as such term is defined in Section 409A of the Code) in accordance with any of the methods permitted under the regulations issued under Section 409A of the Code.

5.6 Other Benefits. This Agreement governs the rights and obligations of Executive and Company with respect to the matters set forth herein, including, without limitation, Executive's Base Salary, certain prerequisites of employment, and payments upon termination of employment. Except as expressly provided herein, Executive's rights and obligations both during the term of his employment and thereafter, with respect to stock options, restricted stock, incentive and deferred compensation, life insurance policies insuring the life of Executive, and other benefits under the plans and programs maintained by Company shall be governed by the separate agreements, plans and other documents and instruments governing such matters.

ARTICLE VI

DISPUTE RESOLUTION

6.1 General. Executive and Company explicitly recognize that no provision of this Article VI shall prevent either party from seeking to resolve any dispute arising under the Confidentiality Agreement.

6.2 Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement and/or the Employee's employment with the Company and/or the termination of such employment promptly by negotiations between Executive and an executive officer of Company who has authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten days after the effective date of such notice, Executive and an executive officer of Company shall meet at a mutually acceptable time and place within the Boston, Massachusetts metropolitan area, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within ten days, either party may initiate arbitration of the controversy or claim as provided in Section 6.3 below. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section 6.2 shall be treated as compromise and settlement negotiations for the purposes of the federal and state rules of evidence and procedure.

6.3 Arbitration. Company and Executive agree that after efforts to negotiate any dispute in accordance with Section 6.2 have failed, then either party may be written notice (the “*Notice*”) demand arbitration of the dispute as set out below, and each party hereto expressly agrees to submit to, and be bound by, such arbitration.

(a) Each party will, within ten business days of the Notice, nominate an arbitrator, who shall be a non-neutral arbitrator. Each nominated arbitrator must be someone experienced in dispute resolution and of good character without moral turpitude and not within the employ or direct or indirect influence of the nominating party. The two nominated arbitrators will, within ten business days of nomination, agree upon a third arbitrator, who shall be neutral. If the two appointed arbitrators cannot agree on a third arbitrator within such period, the parties may seek such an appointment through any permitted court proceeding or by the American Arbitration Association (“*AAA*”). The three arbitrators will set the rules and timing of the arbitration, but will generally follow the rules of the AAA and this Agreement where same are applicable and shall provide for a reasoned opinion.

(b) The arbitration hearing will in no event take place more than 180 days after the appointment of the third arbitrator.

(c) The arbitration will take place in the San Francisco, California metropolitan area unless otherwise unanimously agreed to by the parties.

(d) The results of the arbitration and the decision of the arbitrators will be final and binding on the parties, and each party agrees and acknowledges that these results shall be enforceable in a court of law.

(e) All administrative costs and expenses of the mediation and arbitration shall be borne equally by the Company and Executive during the pendency of the proceedings. Such costs and expenses do not include attorney’s fees, expert witness fees or other party generated expenses. Upon the conclusion of the proceedings, the prevailing party shall be entitled to recover reasonable and necessary attorneys’ fees, expert witness fees, and costs and expenses of arbitration.

(f) This agreement to arbitrate applies, but shall not be limited, to the following:

i. Any claim alleging unlawful discrimination, harassment, or retaliation on any basis protected by any applicable federal, state, or local law (for the avoidance of doubt, nothing herein prevents Employee from filing, cooperating with, or participating in any proceeding before the EEOC or other federal or state fair employment practices agency (except that Employee acknowledges that he/she may not be able to recover any monetary benefits in connection with any such claim, charge or proceeding));

ii. Any claim for wages, bonuses, severance, incentive compensation or other equity, employee benefits or other compensation, whether pursuant to contract, state wage and hour laws (including without limitation M.G.L. c. 149, § 148 *et. seq.*), the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, as amended, or any other law concerning wages, compensation or employee benefits.

iii. Any claim under any statute, law, or ordinance not expressly set forth above.

iv. Any claim arising out of any and all common law claims, including, but not limited to, tort claims, wrongful discharge claims, contract claims, defamation claims and unfair business practices claims; and

v. Any claim relating to the interpretation, existence, validity, scope, or enforceability of this Section, including, but not limited to, any claim that all or any part of this Section is void or voidable and any other challenge by Employee to the arbitrability of any dispute under this Agreement (but not including a dispute about the class action waiver set forth below).

(g) Notwithstanding anything set forth in Section 6.3(f) above, this agreement to arbitrate does not apply to claims or issues arising from performance of services on any federal government contract, any claim for workers' compensation or employment benefits, claims for vested benefits under a plan fund or program covered by the Employee Retirement Income Security Act of 1974, as amended, or claims arising out of or relating to the Confidentiality Agreement or otherwise concerning trade secrets, confidential information, intellectual property (including patents, copyrights and trademarks), or other proprietary rights or property. Further Company and Executive agree that only individual employee claims may be brought and that no claim may be brought or arbitrated hereunder as a collective action on behalf of any others or as a class action absent a further specific agreement executed at the time the dispute arises.

(h) Executive understands that this Agreement requires disputes that involve the matters subject to the Agreement and/or Executive's employment or termination, except those set forth in Section 6.3(g) above, be submitted to arbitration pursuant to this Section 6.3 rather than to a judge or jury in court.

ARTICLE VII

MISCELLANEOUS

7.1 Notices. Any and all notices and other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 6:30 p.m. (Eastern time) on any day except Saturday, Sunday and any day which shall be a federal legal holiday in the United States ("*Business Day*"), (b) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Business Day or later than 6:30 p.m. (Eastern time) on any Business Day, (c) the 2nd Business Day following the date of mailing, if sent by U.S. national recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be set forth on the signature pages attached hereto. All notices and demands to Executive or the Company may be given to them at the following address:

If to Executive:

██████████
██████████

If to Company:

Atomera Incorporated
750 University Avenue
Suite 280
Los Gatos, CA 95032

Such parties may designate in writing from time to time such other place or places that such notices and demands may be given.

7.2 Applicable Law; Submission to Jurisdiction.

(a) This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of California, without regard to conflict of law principals thereof.

(b) With respect to any claim or dispute related to or arising under this Agreement that is not subject to arbitration, the parties hereto hereby consent to the exclusive jurisdiction, forum, and venue of the state or federal (to the extent federal jurisdiction exists) courts located in the State of California.

7.3 No Waiver. No failure by either party hereto at any time to give notice of any breach by the other party of or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

7.4 Severability. Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction by reason of applicable law shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

7.6 Withholding of Taxes and Other Employee Deductions. Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city, and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other customary employee deductions made with respect to Company's employees generally.

7.7 Headings. The Section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

7.8 Gender and Plurals. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

7.9 Assignment. This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company, by merger or otherwise. This Agreement shall also be binding upon and inure to the benefit of Executive and his heirs, representative and assigns. If Executive shall die prior to full payment of amounts due pursuant to this Agreement, such amounts shall continue to be payable pursuant to the terms of this Agreement. Executive shall not have any right to pledge, hypothecate, anticipate, or assign any portion of this Agreement or any of the rights hereunder, except by will or the laws of descent and distribution.

7.10 Term. This Agreement has a term co-extensive with the term of employment provided in Section 3.1. Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to such termination. The provisions of Section 3.5 shall survive the termination of this Agreement and shall be binding upon Executive and his or her legal representatives, successors, and assigns following such termination.

7.11 Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and contains all of the covenants, promises, representations, warranties, and agreements between the parties with respect to such subject matter. Without limiting the scope of the preceding sentence, all understandings and agreements preceding the date of execution of this Agreement and relating to the subject matter hereof are hereby null and void and of no further force and effect, including, without limitation, all prior employment and severance agreements, if any, by and between Company and Executive. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

7.12 Expenses. Company shall reimburse Executive for his reasonable fees and expenses incurred by him incident to the negotiation, preparation and execution of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

“Company”

Atomera Incorporated
A Delaware corporation

By: /s/ Scott Bibaud

Name: Scott Bibaud

Title: Chief Executive Officer

Date: January 26, 2021

“Executive”

Francis B. Laurencio

/s/ Francis B. Laurencio

Date: January 26, 2021

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“*Agreement*”) is entered into on January 26, 2021, to be effective as of December 30, 2020 (“*Effective Date*”) by and between Atomera Incorporated, a Delaware corporation (“*Company*”), and Robert Mears (“*Executive*”).

RECITAL

Company is desirous of continuing to employ Executive in an executive capacity on the terms and conditions and for the consideration, hereinafter set forth, and Executive is desirous of continuing to be employed by Company on such terms and conditions and for such consideration.

AGREEMENT

It is agreed as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

- (a) “**Base Salary**” shall mean Executive’s annualized base salary as set forth in Section 4.1.
- (b) “**Board**” shall mean the board of directors of Company.

(c) “**Cause**” shall mean a finding by the Company that Executive (i) has engaged in gross negligence, gross incompetence, or willful misconduct in the performance of his duties at the Company, (ii) has refused, without proper reason, to perform his duties, (iii) has materially breached any provision of this Agreement or of the Confidentiality Agreement, (iv) has willfully and materially breached a significant corporate policy or code of conduct established by Company, (v) has willfully engaged in conduct that is materially injurious to Company or its subsidiaries (monetarily or otherwise), (vi) has committed an act of fraud, embezzlement, or breach of a fiduciary duty to Company or an affiliate of Company (including the unauthorized disclosure of material confidential or proprietary information of the Company or an affiliate or intentional misrepresentation in any employment application, background check, or willfully making false representations in any capacity), (vii) has been convicted of (or pleaded no contest to) a criminal act involving fraud, dishonesty, or moral turpitude or any felony, or (viii) has been convicted for any violation of U.S. or foreign securities laws or has entered into a cease and desist order with the Securities and Exchange Commission alleging violation of U.S. or foreign securities laws.

Notwithstanding the foregoing provisions of this Section 1.1(c) or any other provision in this Agreement to the contrary, any assertion by the Company of a termination of employment for “Cause” pursuant to clauses (i) through (v) of this Section 1.1(c) shall not be effective unless all of the following conditions are satisfied: (1) the Company must provide written notice to the Executive of such condition in accordance with Section 7.1 with 30 days of the initial existence of the condition; (2) the condition specified in such notice must remain uncorrected for a period of 30 days following receipt of such notice by Company; and (3) the date of the Company’s termination of the Executive’s employment must occur within ninety days following the initial existence of the condition specified in such notice.

- (d) “**Change of Control**” shall have the meaning given to it in the Company’s 2017 Stock Incentive Plan.
- (e) “**Code**” shall mean the Internal Revenue Code of 1986, as amended.
- (f) “**Compensation Committee**” shall mean the Compensation Committee of the Board.

(g) **“Confidentiality Agreement”** shall mean that certain Employee Confidentiality and Assignment Agreement between Executive and the Company dated as of November 16, 2007.

(h) **“Disability”** shall mean that, as a result of Executive’s documented incapacity due to physical or mental illness, Executive shall have been absent from the full-time performance of his duties for six consecutive months and shall not have returned to full-time performance of his duties within 30 days after written notice of termination is given to Executive by Company (provided, however, that such notice may not be given prior to 30 days before the expiration of such six month period). Any determination of Disability shall be determined by an independent physician mutually acceptable to the Company and the Executive.

(i) **“Good Reason”** shall mean the occurrence of any one or more of the following:

- i. A material diminution in Executive’s Base Salary, which is defined as a diminution of ten percent (10%) or more, not in accordance with Section 4.1;
- ii. A material diminution in Executive’s authority, duties, or responsibilities from those applicable to him as of the Effective Date;
- iii. A material change in the principal geographic location at which Executive must perform services, which for purposes of this Agreement includes only Company requiring Executive to involuntarily relocate to a geographic location other than the greater Boston, Massachusetts metropolitan area; or
- iv. A material breach by Company of any provision of this Agreement.

Notwithstanding the foregoing provisions of this Section 1.1(g) or any other provision in this Agreement to the contrary, any assertion by Executive of a termination of employment for “Good Reason” shall not be effective unless all of the following conditions are satisfied: (1) any condition described in clauses (i) through (iv) of this Section 1.1(g) giving rise to the Executive’s termination of employment must have arisen without Executive’s consent; (2) Executive must provide written notice to the Company of such condition in accordance with Section 7.1 within 30 days of the initial existence of the condition; (3) the condition specified in such notice must remain uncorrected for a period of 30 days following receipt of such notice by the Company; and (4) the date of Executive’s termination of employment must occur within ninety days following the initial existence of the condition specified in such notice.

(j) **“Incentive Plan”** shall mean the Mears Technologies, Inc. 2007 Stock Incentive Plan, the Atomera Incorporated 2017 Stock Incentive Plan, and any other incentive compensation plans duly adopted by the Board.

(k) **“Involuntary Termination”** shall mean any termination of Executive’s employment with Company which results from either:

- i. termination by the Company without Cause; or
- ii. A resignation by Executive for Good Reason;

Provided however, and for the avoidance of doubt, the term “Involuntary Termination” shall not include (x) a termination by Company for Cause or by Executive without Good Reason, (y) any termination by either party upon or following expiration of the term set forth in Section 3.1, or (z) any termination as a result of death or Disability.

1.2 Interpretations. In this Agreement, unless a clear contrary intention appears, (a) the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision (b) reference to any Article or Section means such Article or Section hereof, (c) the word “including” (and with correlative mean, “include”) means including, without limiting the generality of any description preceding such term, and (d) where any provision of this Agreement refers to action to be taken by either party, or which such party is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such party.

ARTICLE II

EMPLOYMENT AND DUTIES

2.1 Employment. Effective as of the Effective Date and continuing for the period of time set forth in Section 3.1 of this Agreement, Executive's employment by Company shall be subject to the terms and conditions of this Agreement. As a condition of his continued employment, Executive confirms that he will continue to be bound by his obligations under the Confidentiality Agreement.

2.2 Positions. From and after the Effective Date, Company shall employ Executive in the position of Chief Technology Officer of the Company or in such other position or positions as the parties mutually may agree.

2.3 Duties and Services. Executive agrees to serve in the position referred to in Section 2.2 and to perform diligently and to the best of his abilities the duties and services appertaining to such office, as well as such additional duties and services appropriate to such offices which the parties mutually may agree upon from time to time. Executive in his capacity as Chief Technology Officer of the Company shall have such authorities, duties and obligations as are assigned to him from time to time by the Chief Executive Officer of the Company and otherwise customarily assigned to a Chief Technology Officer. Executive shall report to the Chief Executive Officer of the Company. Executive also agrees to serve, if elected, as an officer or director of any wholly-owned subsidiary or affiliate of Company so long as such service is commensurate with Executive's duties and responsibilities to Company. Executive's employment shall also be subject to the policies maintained and established by Company that are of general applicability to Company's executive employees, as such policies may be amended from time to time.

2.4 Other Interests. Executive agrees, during the period of his employment by Company, to devote substantially all of his business time, energy, and best efforts to the business and affairs of Company and its affiliates and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except as herein permitted or with the prior written consent of the Board.

The foregoing notwithstanding, the parties recognize and agree that Executive may engage in passive personal investment and charitable activities and serve on corporate boards of directors that, in any case, do not conflict with the business and affairs of Company or interfere with Executive's performance of his duties hereunder, which shall be at the sole determination of the Board.

2.5 Duty of Loyalty. Executive acknowledges and agrees that Executive owes a fiduciary duty of loyalty to act at all times in the best interests of Company. In keeping with such duty, Executive shall make full disclosure to Company of all business opportunities pertaining to Company's business and shall not appropriate for Executive's own benefit, or appropriate for the benefit of any third party, business opportunities concerning Company's business.

2.6 Place of Employment. Executive's primary place of employment hereunder shall be at Company's executive offices in or within 50 miles of Wellesley Hills, Massachusetts. Executive understands and agrees that he may be required to travel to other locations depending on the Company's business needs.

ARTICLE III

TERM AND TERMINATION OF EMPLOYMENT

3.1 Term. Unless sooner terminated pursuant to other provisions hereof, Company agrees to employ Executive for the period beginning on the Effective Date and ending on the fourth anniversary of the Effective Date.

- (a) Should Executive's employment with Company continue after expiration of the term set forth in Section 3.1 hereof, such continued employment shall be at-will and he will not be eligible to receive any Severance Benefits from the Company upon termination from employment for any reason.

3.2 Company's Right to Terminate. Notwithstanding the provisions of Section 3.1, Company shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

- (a) upon Executive's death;
- (b) upon Executive's Disability;
- (c) for Cause; or
- (d) at any time, for any other reason whatsoever, in the sole discretion of the Company.

3.3 Executive's Right to Terminate. Notwithstanding the provisions of Section 3.1, Executive shall have the right to terminate his employment under this Agreement for any of the following reasons:

- (a) for Good reason;
- (b) at any time for any other reason whatsoever, in the sole discretion of Executive.

3.4 Notice of Termination. If Company desires to terminate Executive's employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, it shall do so by giving a 30-day written notice to Executive that it has elected to terminate Executive's employment hereunder and stating the effective date and reason for such termination, provided that no such action shall alter or amend any other provisions hereof or rights arising hereunder. If Executive desires to terminate his employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, he shall do so by giving a 30-day written notice to Company that he has elected to terminate his employment hereunder and stating the effective date and reason for such termination, provided that no such action shall alter or amend any other provisions hereof or rights arising hereunder.

3.5 Deemed Resignations. Unless otherwise agreed to in writing by Company and Executive prior to the termination of Executive's employment, any termination of Executive's employment shall constitute an automatic resignation of Executive as an officer of Company and each affiliate of Company and an automatic resignation of Executive from the Board (if applicable) and from the board of directors or similar governing body of any affiliate of Company and from the board of directors or similar governing body of any corporation, limited liability entity, or other entity in which Company or any affiliate holds an equity interest and with respect to which board or similar governing body Executive serves as Company's or such affiliate's designee or other representative. Executive agrees to execute such documents and take such other actions as the Company may request to reflect such resignation.

ARTICLE IV

COMPENSATION AND BENEFITS

4.1 Base Salary. Executive shall receive a base salary at the annualized rate of \$290,000 (the "*Base Salary*"). Executive's Base Salary shall be reviewed by the Chief Executive Officer and the Compensation Committee on an annual basis, and, in the sole discretion of the Compensation Committee, such Base Salary may be increased, but not decreased (except (a) with the prior written consent of Executive, or (b) in connection with, and in an amount substantially proportionate to, reductions made by Company to the annualized base salaries of all other senior executives), effective as of any date determined by the Compensation Committee. Executive's Base Salary shall be paid in equal installments in accordance with Company's standard policy regarding payment of compensation to executives but no less frequently than monthly.

4.2 Annual Bonus. Executive shall be eligible for an annual bonus of up to 40% of Executive's Base Salary based on performance criteria set by the Chief Executive Officer of Company and Compensation Committee and to otherwise participate in Company's annual bonus plan or plans applicable to Executive, all as approved from time to time by the Compensation Committee in amounts to be determined by the Compensation Committee based upon criteria established by the Compensation Committee.

4.3 Long-Term Incentive. Subject to the sole discretion of the Compensation Committee, Executive shall also be eligible for participation in the Incentive Plan or such other long-term incentive arrangement of Company as may from time to time be made available to other executive officers of Company. Any awards made under the Incentive Plan or such other arrangements shall be governed by Section 5.5 herein. However, shall there be any conflict between this Agreement and the Incentive Plan, this Agreement shall govern.

4.4 Other Perquisites. During his employment hereunder, Executive shall be afforded the following benefits as incidences of his employment:

(a) **Business and Entertainment Expenses.** Subject to Company's standard policies and procedures with respect to expense reimbursement as applied to its executive employees generally, Company shall reimburse Executive for, or pay on behalf of Executive, reasonable and appropriate expenses incurred by Executive for business-related purposes, including dues and fees to industry and professional organizations and costs of entertainment and business development. Company reserves the right to request valid documentation and receipts relating to such expenses.

(b) **Company Benefits.** Executive and, to the extent applicable, Executive's spouse, dependents, and beneficiaries, shall be allowed to participate in all benefits, plans, and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to other executive employees of Company, subject to the eligibility requirements and other terms of such plans and programs. Such benefits, plans, and programs shall include, without limitation, any profit-sharing plan, thrift plan, health insurance or health care plan, life insurance, disability insurance, pension plan, supplemental retirement plan, vacation and sick leave plan, and the like which may be maintained by Company. Company shall not, however, by reason of this paragraph be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such benefit plan or program, so long as such changes are similarly applicable to executive employees generally.

ARTICLE V

EFFECT OF TERMINATION ON COMPENSATION; ADDITIONAL PAYMENTS

5.1 Termination Other Than an Involuntary Termination. If Executive's employment hereunder shall terminate upon expiration of the term provided in Section 3.1 hereof or if Executive's employment hereunder shall terminate in any circumstances other than an Involuntary Termination, then Company shall continue to provide all compensation and benefits to Executive hereunder until the date of such termination of employment, and the Executive will not be entitled to any Severance Benefits (as defined below).

5.2 Involuntary Termination. Subject to the provisions of Sections 5.3 and 5.4 hereof, if Executive's termination of employment hereunder shall be an Involuntary Termination, then Company shall provide to Executive the following severance benefits (the "Severance Benefits"):

(a) Company shall pay Executive a lump sum cash payment in an amount equal to six (6) months of Executive's Base Salary, less applicable taxes and withholdings.

(b) During the portion, if any, of the six (6)-month period commencing on the date of such Involuntary Termination that Executive is eligible to elect and elects to continue coverage for himself and his eligible dependents under Company's or a subsidiary's group health plans, as applicable, under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and/or sections 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended, Company shall promptly reimburse Executive on a monthly basis for the difference between the amount Executive pays to effect and continue such coverage and the employee contribution amount that active senior executive employees of Company pay for the same or similar coverage under such group health plans; provided, however, that such reimbursement shall cease to be effective if and to the extent Executive becomes eligible to receive medical and/or dental coverage from a subsequent employer (and any such eligibility shall be promptly reported to Company in writing by Executive).

5.3 Change of Control. In the event of a Change of Control, all options, restricted stock units, restricted stock and any other form of equity award granted to Executive and then outstanding that are subject to vesting or risk of forfeiture shall fully vest or risk of forfeiture shall fully lapse, as the case may be, immediately prior to such Change of Control. For the sake of clarity, this will confirm the Agreement of the parties that this Section 5.3 shall effectively amend and control all awards granted to the Executive under the Incentive Plans outstanding as of the Effective Date or which may be granted subsequent to the Effective Date. In addition, the Company undertakes to include in all awards granted after the Effective Date a provision acknowledging the acceleration of vesting upon a Change of Control as set forth herein.

5.4 Release and Full Settlement. As a condition to the receipt of any Severance Benefits under this Agreement, Executive must first execute and deliver to Company a severance and release of claims agreement in a form to be provided by Company (the "*Severance Agreement*"), which will include, at a minimum, Executive's release of the Company and its affiliates, and their officers, directors, employees, and agents, from any and all claims or causes of action of any kind or character, including all claims or causes of action arising out of Executive's employment with Company or its affiliates or the termination of such employment, as well as obligations for Executive with respect to non-disparagement and cooperation. The Severance Agreement must become effective and irrevocable with 55 days after the termination of Executive's employment (or such shorter period as may be directed by the Company). Executive's receipt of any Severance Benefits to which he is entitled hereunder will constitute full settlement of all claims that Executive might otherwise assert against Company for any reason, including without limitation on account of Executive's termination of employment. The Severance Benefits will be paid or commence, as may be applicable, in the first regular payroll period after the Severance Agreement becomes effective and enforceable, provided that if the foregoing 55 day period would end in a calendar year subsequent to the year in which Executive's employment ends, the Severance Benefits will not be paid or begin, as may be applicable, before the first payroll period of the subsequent calendar year.

5.5 Payments Subject to Section 409A of the Code.

(a) Subject to this Section 5.4, any severance payments that may be due under the Agreement shall begin only upon the date of the Executive's "separation from service" (determined as set forth below) which occurs on or after the termination of Executive's employment.

(b) The determination of whether and when Executive's separation from service from the Company has occurred shall be made in a manner consistent with and based on the presumptions set forth in Treasury Regulation Section 1.409A-1(h). Solely for purposes of this Section 5.5(b), "Company" shall include all persons with whom the Company would be considered a single employer under Section 414(b) and 414(c) of the Code.

(c) It is intended that each installment of the severance payments under the Agreement provided under shall be treated as a separate "payment" for purposes of Section 409A of the Code. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments except to the extent specifically permitted or required by Section 409A of the Code.

(d) Notwithstanding the foregoing provisions of this Article 5, if the payment of any severance compensation or severance benefits under this Agreement would be subject to additional taxes and interest under Section 409A of the Code because the timing of such payment is not delayed as provided in Section 409A(a)(2)(B) of the Code, then any such payments that Executive (or Executive's estate) would otherwise be entitled to during the first six (6) months following the date of Executive's termination of employment shall be accumulated and paid on the date that is six (6) months after the date of Executive's termination of employment (or if such payment date does not fall on a business day of Company, the next following business day of Company), or such earlier date upon which such amount can be paid under Section 409A of the Code without being subject to such additional taxes and interest. Executive hereby agrees to be bound by Company's determination of its "specified employees" (as such term is defined in Section 409A of the Code) in accordance with any of the methods permitted under the regulations issued under Section 409A of the Code.

5.6 Other Benefits. This Agreement governs the rights and obligations of Executive and Company with respect to the matters set forth herein, including, without limitation, Executive's Base Salary, certain perquisites of employment, and payments upon termination of employment. Except as expressly provided herein, Executive's rights and obligations both during the term of his employment and thereafter, with respect to stock options, restricted stock, incentive and deferred compensation, life insurance policies insuring the life of Executive, and other benefits under the plans and programs maintained by Company shall be governed by the separate agreements, plans and other documents and instruments governing such matters.

ARTICLE VI

DISPUTE RESOLUTION

6.1 General. Executive and Company explicitly recognize that no provision of this Article VI shall prevent either party from seeking to resolve any dispute arising under the Confidentiality Agreement.

6.2 Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement and/or the Employee's employment with the Company and/or the termination of such employment promptly by negotiations between Executive and an executive officer of Company who has authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten days after the effective date of such notice, Executive and an executive officer of Company shall meet at a mutually acceptable time and place within the Boston, Massachusetts metropolitan area, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within ten days, either party may initiate arbitration of the controversy or claim as provided in Section 6.3 below. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section 6.2 shall be treated as compromise and settlement negotiations for the purposes of the federal and state rules of evidence and procedure.

6.3 Arbitration. Company and Executive agree that after efforts to negotiate any dispute in accordance with Section 6.2 have failed, then either party may be written notice (the "Notice") demand arbitration of the dispute as set out below, and each party hereto expressly agrees to submit to, and be bound by, such arbitration.

(a) Each party will, within ten business days of the Notice, nominate an arbitrator, who shall be a non-neutral arbitrator. Each nominated arbitrator must be someone experienced in dispute resolution and of good character without moral turpitude and not within the employ or direct or indirect influence of the nominating party. The two nominated arbitrators will, within ten business days of nomination, agree upon a third arbitrator, who shall be neutral. If the two appointed arbitrators cannot agree on a third arbitrator within such period, the parties may seek such an appointment through any permitted court proceeding or by the American Arbitration Association ("AAA"). The three arbitrators will set the rules and timing of the arbitration, but will generally follow the rules of the AAA and this Agreement where same are applicable and shall provide for a reasoned opinion.

(b) The arbitration hearing will in no event take place more than 180 days after the appointment of the third arbitrator.

(c) The arbitration will take place in the San Francisco, California metropolitan area unless otherwise unanimously agreed to by the parties.

(d) The results of the arbitration and the decision of the arbitrators will be final and binding on the parties, and each party agrees and acknowledges that these results shall be enforceable in a court of law.

(e) All administrative costs and expenses of the mediation and arbitration shall be borne equally by the Company and Executive during the pendency of the proceedings. Such costs and expenses do not include attorney's fees, expert witness fees or other party generated expenses. Upon the conclusion of the proceedings, the prevailing party shall be entitled to recover reasonable and necessary attorneys' fees, expert witness fees, and costs and expenses of arbitration.

(f) This agreement to arbitrate applies, but shall not be limited, to the following:

i. Any claim alleging unlawful discrimination, harassment, or retaliation on any basis protected by any applicable federal, state, or local law (for the avoidance of doubt, nothing herein prevents Employee from filing, cooperating with, or participating in any proceeding before the EEOC or other federal or state fair employment practices agency (except that Employee acknowledges that he/she may not be able to recover any monetary benefits in connection with any such claim, charge or proceeding));

ii. Any claim for wages, bonuses, severance, incentive compensation or other equity, employee benefits or other compensation, whether pursuant to contract, state wage and hour laws (including without limitation M.G.L. c. 149, § 148 *et. seq.*), the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, as amended, or any other law concerning wages, compensation or employee benefits.

iii. Any claim under any statute, law, or ordinance not expressly set forth above.

iv. Any claim arising out of any and all common law claims, including, but not limited to, tort claims, wrongful discharge claims, contract claims, defamation claims and unfair business practices claims; and

v. Any claim relating to the interpretation, existence, validity, scope, or enforceability of this Section, including, but not limited to, any claim that all or any part of this Section is void or voidable and any other challenge by Employee to the arbitrability of any dispute under this Agreement (but not including a dispute about the class action waiver set forth below).

(g) Notwithstanding anything set forth in Section 6.3(f) above, this agreement to arbitrate does not apply to claims or issues arising from performance of services on any federal government contract, any claim for workers' compensation or employment benefits, claims for vested benefits under a plan fund or program covered by the Employee Retirement Income Security Act of 1974, as amended, or claims arising out of or relating to the Confidentiality Agreement or otherwise concerning trade secrets, confidential information, intellectual property (including patents, copyrights and trademarks), or other proprietary rights or property. Further Company and Executive agree that only individual employee claims may be brought and that no claim may be brought or arbitrated hereunder as a collective action on behalf of any others or as a class action absent a further specific agreement executed at the time the dispute arises.

(h) Executive understands that this Agreement requires disputes that involve the matters subject to the Agreement and/or Executive's employment or termination, except those set forth in Section 6.3(g) above, be submitted to arbitration pursuant to this Section 6.3 rather than to a judge or jury in court.

ARTICLE VII

MISCELLANEOUS

7.1 Notices. Any and all notices and other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of

(a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 6:30 p.m. (Eastern time) on any day except Saturday, Sunday and any day which shall be a federal legal holiday in the United States ("*Business Day*"),

(b) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Business Day or later than 6:30 p.m. (Eastern time) on any Business Day, (c) the 2nd Business Day following the date of mailing, if sent by U.S. national recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be set forth on the signature pages attached hereto. All notices and demands to Executive or the Company may be given to them at the following address:

If to Executive:



If to Company:

Atomera Incorporated
750 University Avenue
Suite 280
Los Gatos, CA 95032

Such parties may designate in writing from time to time such other place or places that such notices and demands may be given.

7.2 Applicable Law; Submission to Jurisdiction.

(a) This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of California, without regard to conflict of law principals thereof.

(b) With respect to any claim or dispute related to or arising under this Agreement that is not subject to arbitration, the parties hereto hereby consent to the exclusive jurisdiction, forum, and venue of the state or federal (to the extent federal jurisdiction exists) courts located in the State of California.

7.3 No Waiver. No failure by either party hereto at any time to give notice of any breach by the other party of or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

7.4 Severability. Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction by reason of applicable law shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

7.6 Withholding of Taxes and Other Employee Deductions. Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city, and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other customary employee deductions made with respect to Company's employees generally.

7.7 Headings. The Section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

7.8 Gender and Plurals. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

7.9 Assignment. This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company, by merger or otherwise. This Agreement shall also be binding upon and inure to the benefit of Executive and his heirs, representative and assigns. If Executive shall die prior to full payment of amounts due pursuant to this Agreement, such amounts shall continue to be payable pursuant to the terms of this Agreement. Executive shall not have any right to pledge, hypothecate, anticipate, or assign any portion of this Agreement or any of the rights hereunder, except by will or the laws of descent and distribution.

7.10 Term. This Agreement has a term co-extensive with the term of employment provided in Section 3.1. Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to such termination. The provisions of Section 3.5 shall survive the termination of this Agreement and shall be binding upon Executive and his or her legal representatives, successors, and assigns following such termination.

7.11 Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and contains all of the covenants, promises, representations, warranties, and agreements between the parties with respect to such subject matter. Without limiting the scope of the preceding sentence, all understandings and agreements preceding the date of execution of this Agreement and relating to the subject matter hereof are hereby null and void and of no further force and effect, including, without limitation, all prior employment and severance agreements, if any, by and between Company and Executive. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

7.12 Expenses. Company shall reimburse Executive for his reasonable fees and expenses incurred by him incident to the negotiation, preparation and execution of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

"Company"
Atomera Incorporated

A Delaware corporation

By: /s/ Scott Bibaud
Name: Scott Bibaud
Title: Chief Executive Officer
Date: January 26, 2021

"Executive"

/s/ Robert Mears
Robert Mears

Date: January 26, 2021

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“*Agreement*”) is entered into on January 26, 2021, to be effective as of December 30, 2020 (“*Effective Date*”) by and between Atomera Incorporated, a Delaware corporation (“*Company*”), and Erwin Trautmann (“*Executive*”).

RECITAL

Company is desirous of continuing to employ Executive in an executive capacity on the terms and conditions and for the consideration, hereinafter set forth, and Executive is desirous of continuing to be employed by Company on such terms and conditions and for such consideration.

AGREEMENT

It is agreed as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

- (a) “**Base Salary**” shall mean Executive’s annualized base salary as set forth in Section 4.1.
- (b) “**Board**” shall mean the board of directors of Company.

(c) “**Cause**” shall mean a finding by the Company that Executive (i) has engaged in gross negligence, gross incompetence, or willful misconduct in the performance of his duties at the Company, (ii) has refused, without proper reason, to perform his duties, (iii) has materially breached any provision of this Agreement or of the Confidentiality Agreement, (iv) has willfully and materially breached a significant corporate policy or code of conduct established by Company, (v) has willfully engaged in conduct that is materially injurious to Company or its subsidiaries (monetarily or otherwise), (vi) has committed an act of fraud, embezzlement, or breach of a fiduciary duty to Company or an affiliate of Company (including the unauthorized disclosure of material confidential or proprietary information of the Company or an affiliate or intentional misrepresentation in any employment application, background check, or willfully making false representations in any capacity), (vii) has been convicted of (or pleaded no contest to) a criminal act involving fraud, dishonesty, or moral turpitude or any felony, or (viii) has been convicted for any violation of U.S. or foreign securities laws or has entered into a cease and desist order with the Securities and Exchange Commission alleging violation of U.S. or foreign securities laws.

Notwithstanding the foregoing provisions of this Section 1.1(c) or any other provision in this Agreement to the contrary, any assertion by the Company of a termination of employment for “Cause” pursuant to clauses (i) through (v) of this Section 1.1(c) shall not be effective unless all of the following conditions are satisfied: (1) the Company must provide written notice to the Executive of such condition in accordance with Section 7.1 with 30 days of the initial existence of the condition; (2) the condition specified in such notice must remain uncorrected for a period of 30 days following receipt of such notice by Company; and (3) the date of the Company’s termination of the Executive’s employment must occur within ninety days following the initial existence of the condition specified in such notice.

- (d) “**Change of Control**” shall have the meaning given to it in the Company’s 2017 Stock Incentive Plan.
- (e) “**Code**” shall mean the Internal Revenue Code of 1986, as amended.
- (f) “**Compensation Committee**” shall mean the Compensation Committee of the Board.

(g) **“Confidentiality Agreement”** shall mean that certain Employee Confidentiality and Assignment Agreement between Executive and the Company dated as of October 3, 2018.

(h) **“Disability”** shall mean that, as a result of Executive’s documented incapacity due to physical or mental illness, Executive shall have been absent from the full-time performance of his duties for six consecutive months and shall not have returned to full-time performance of his duties within 30 days after written notice of termination is given to Executive by Company (provided, however, that such notice may not be given prior to 30 days before the expiration of such six month period). Any determination of Disability shall be determined by an independent physician mutually acceptable to the Company and the Executive.

(i) **“Good Reason”** shall mean the occurrence of any one or more of the following:

- i. A material diminution in Executive’s Base Salary, which is defined as a diminution of ten percent (10%) or more, not in accordance with Section 4.1;
- ii. A material diminution in Executive’s authority, duties, or responsibilities from those applicable to him as of the Effective Date;
- iii. A material breach by Company of any provision of this Agreement.

Notwithstanding the foregoing provisions of this Section 1.1(g) or any other provision in this Agreement to the contrary, any assertion by Executive of a termination of employment for “Good Reason” shall not be effective unless all of the following conditions are satisfied: (1) any condition described in clauses (i) through (iv) of this Section 1.1(g) giving rise to the Executive’s termination of employment must have arisen without Executive’s consent; (2) Executive must provide written notice to the Company of such condition in accordance with Section 7.1 within 30 days of the initial existence of the condition; (3) the condition specified in such notice must remain uncorrected for a period of 30 days following receipt of such notice by the Company; and (4) the date of Executive’s termination of employment must occur within ninety days following the initial existence of the condition specified in such notice.

(j) **“Incentive Plan”** shall mean the Mears Technologies, Inc. 2007 Stock Incentive Plan, the Atomera Incorporated 2017 Stock Incentive Plan, and any other incentive compensation plans duly adopted by the Board.

(k) **“Involuntary Termination”** shall mean any termination of Executive’s employment with Company which results from either:

- i. termination by the Company without Cause; or
- ii. A resignation by Executive for Good Reason;

Provided however, and for the avoidance of doubt, the term “Involuntary Termination” shall not include (x) a termination by Company for Cause or by Executive without Good Reason, (y) any termination by either party upon or following expiration of the term set forth in Section 3.1, or (z) any termination as a result of death or Disability.

1.2 Interpretations. In this Agreement, unless a clear contrary intention appears, (a) the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision (b) reference to any Article or Section means such Article or Section hereof, (c) the word “including” (and with correlative mean, “include”) means including, without limiting the generality of any description preceding such term, and (d) where any provision of this Agreement refers to action to be taken by either party, or which such party is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such party.

ARTICLE II

EMPLOYMENT AND DUTIES

2.1 Employment. Effective as of the Effective Date and continuing for the period of time set forth in Section 3.1 of this Agreement, Executive's employment by Company shall be subject to the terms and conditions of this Agreement. As a condition of his continued employment, Executive confirms that he will continue to be bound by his obligations under the Confidentiality Agreement.

2.2 Positions. From and after the Effective Date, Company shall employ Executive in the position of Executive Vice President of Business Development of the Company or in such other position or positions as the parties mutually may agree.

2.3 Duties and Services. Executive agrees to serve in the position referred to in Section 2.2 and to perform diligently and to the best of his abilities the duties and services appertaining to such office, as well as such additional duties and services appropriate to such offices which the parties mutually may agree upon from time to time. Executive in his capacity as Executive Vice President of Business Development of the Company shall have such authorities, duties and obligations as are assigned to him from time to time by the Chief Executive Officer of the Company and otherwise customarily assigned to an Executive Vice President of Business Development. Executive shall report to the Chief Executive Officer of the Company. Executive also agrees to serve, if elected, as an officer or director of any wholly-owned subsidiary or affiliate of Company so long as such service is commensurate with Executive's duties and responsibilities to Company. Executive's employment shall also be subject to the policies maintained and established by Company that are of general applicability to Company's executive employees, as such policies may be amended from time to time.

2.4 Other Interests. Executive agrees, during the period of his employment by Company, to devote substantially all of his business time, energy, and best efforts to the business and affairs of Company and its affiliates and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except as herein permitted or with the prior written consent of the Board.

The foregoing notwithstanding, the parties recognize and agree that Executive may engage in passive personal investment and charitable activities and serve on corporate boards of directors that, in any case, do not conflict with the business and affairs of Company or interfere with Executive's performance of his duties hereunder, which shall be at the sole determination of the Board.

2.5 Duty of Loyalty. Executive acknowledges and agrees that Executive owes a fiduciary duty of loyalty to act at all times in the best interests of Company. In keeping with such duty, Executive shall make full disclosure to Company of all business opportunities pertaining to Company's business and shall not appropriate for Executive's own benefit, or appropriate for the benefit of any third party, business opportunities concerning Company's business.

ARTICLE III

TERM AND TERMINATION OF EMPLOYMENT

3.1 Term. Unless sooner terminated pursuant to other provisions hereof, Company agrees to employ Executive for the period beginning on the Effective Date and ending on the one year anniversary of the Effective Date.

- (a) Should Executive's employment with Company continue after expiration of the term set forth in Section 3.1 hereof, such continued employment shall be at-will and he will not be eligible to receive any Severance Benefits (as defined below) from the Company upon termination from employment for any reason.

3.2 Company's Right to Terminate. Notwithstanding the provisions of Section 3.1, Company shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

- (a) upon Executive's death;
- (b) upon Executive's Disability;
- (c) for Cause; or
- (d) at any time, for any other reason whatsoever, in the sole discretion of the Company.

3.3 Executive's Right to Terminate. Notwithstanding the provisions of Section 3.1, Executive shall have the right to terminate his employment under this Agreement for any of the following reasons:

- (a) for Good reason;
- (b) at any time for any other reason whatsoever, in the sole discretion of Executive.

3.4 Notice of Termination. If Company desires to terminate Executive's employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, it shall do so by giving a 30-day written notice to Executive that it has elected to terminate Executive's employment hereunder and stating the effective date and reason for such termination, provided that no such action shall alter or amend any other provisions hereof or rights arising hereunder. If Executive desires to terminate his employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, he shall do so by giving a 30-day written notice to Company that he has elected to terminate his employment hereunder and stating the effective date and reason for such termination, provided that no such action shall alter or amend any other provisions hereof or rights arising hereunder.

3.5 Deemed Resignations. Unless otherwise agreed to in writing by Company and Executive prior to the termination of Executive's employment, any termination of Executive's employment shall constitute an automatic resignation of Executive as an officer of Company and each affiliate of Company and an automatic resignation of Executive from the Board (if applicable) and from the board of directors or similar governing body of any affiliate of Company and from the board of directors or similar governing body of any corporation, limited liability entity, or other entity in which Company or any affiliate holds an equity interest and with respect to which board or similar governing body Executive serves as Company's or such affiliate's designee or other representative. Executive agrees to execute such documents and take such other actions as the Company may request to reflect such resignation.

ARTICLE IV

COMPENSATION AND BENEFITS

4.1 Base Salary. Executive shall receive a base salary at the annualized rate of \$290,000 (the "*Base Salary*"). Executive's Base Salary shall be reviewed by the Chief Executive Officer and the Compensation Committee on an annual basis, and, in the sole discretion of the Compensation Committee, such Base Salary may be increased, but not decreased (except (a) with the prior written consent of Executive, or (b) in connection with, and in an amount substantially proportionate to, reductions made by Company to the annualized base salaries of all other senior executives), effective as of any date determined by the Compensation Committee. Executive's Base Salary shall be paid in equal installments in accordance with Company's standard policy regarding payment of compensation to executives but no less frequently than monthly.

4.2 Annual Bonus. Executive shall be eligible for an annual bonus of up to 35% of Executive's Base Salary based on performance criteria set by the Chief Executive Officer of Company and Compensation Committee and to otherwise participate in Company's annual bonus plan or plans applicable to Executive, all as approved from time to time by the Compensation Committee in amounts to be determined by the Compensation Committee based upon criteria established by the Compensation Committee.

4.3 Long-Term Incentive. Subject to the sole discretion of the Compensation Committee, Executive shall also be eligible for participation in the Incentive Plan or such other long-term incentive arrangement of Company as may from time to time be made available to other executive officers of Company. Any awards made under the Incentive Plan or such other arrangements shall be governed by Section 5.5 herein. However, shall there be any conflict between this Agreement and the Incentive Plan, this Agreement shall govern.

4.4 Other Perquisites. During his employment hereunder, Executive shall be afforded the following benefits as incidences of his employment:

(a) **Business and Entertainment Expenses.** Subject to Company's standard policies and procedures with respect to expense reimbursement as applied to its executive employees generally, Company shall reimburse Executive for, or pay on behalf of Executive, reasonable and appropriate expenses incurred by Executive for business-related purposes, including dues and fees to industry and professional organizations and costs of entertainment and business development. Company reserves the right to request valid documentation and receipts relating to such expenses.

(b) **Company Benefits.** Executive and, to the extent applicable, Executive's spouse, dependents, and beneficiaries, shall be allowed to participate in all benefits, plans, and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to other executive employees of Company, subject to the eligibility requirements and other terms of such plans and programs. Such benefits, plans, and programs shall include, without limitation, any profit-sharing plan, thrift plan, health insurance or health care plan, life insurance, disability insurance, pension plan, supplemental retirement plan, vacation and sick leave plan, and the like which may be maintained by Company. Company shall not, however, by reason of this paragraph be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such benefit plan or program, so long as such changes are similarly applicable to executive employees generally.

ARTICLE V

EFFECT OF TERMINATION ON COMPENSATION; ADDITIONAL PAYMENTS

5.1 Termination Other Than an Involuntary Termination. If Executive's employment hereunder shall terminate upon expiration of the term provided in Section 3.1 hereof or if Executive's employment hereunder shall terminate in any circumstances other than an Involuntary Termination, then Company shall continue to provide all compensation and benefits to Executive hereunder until the date of such termination of employment, and the Executive will not be entitled to any Severance Benefits (as defined below).

5.2 Involuntary Termination Following Change of Control. Subject to the provisions of Sections 5.3 and 5.4 hereof, if Executive's termination of employment hereunder shall be an Involuntary Termination following a Change of Control, then Company shall provide to Executive the following severance benefits (the "Severance Benefits"):

(a) Company shall pay Executive a lump sum cash payment in an amount equal to six (6) months of Executive's Base Salary, less applicable taxes and withholdings.

(b) During the portion, if any, of the six (6)-month period commencing on the date of such Involuntary Termination that Executive is eligible to elect and elects to continue coverage for himself and his eligible dependents under Company's or a subsidiary's group health plans, as applicable, under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and/or sections 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended, Company shall promptly reimburse Executive on a monthly basis for the difference between the amount Executive pays to effect and continue such coverage and the employee contribution amount that active senior executive employees of Company pay for the same or similar coverage under such group health plans; provided, however, that such reimbursement shall cease to be effective if and to the extent Executive becomes eligible to receive medical and/or dental coverage from a subsequent employer (and any such eligibility shall be promptly reported to Company in writing by Executive).

5.3 Change of Control. In the event of a Change of Control, all options, restricted stock units, restricted stock and any other form of equity award granted to Executive and then outstanding that are subject to vesting or risk of forfeiture shall fully vest or risk of forfeiture shall fully lapse, as the case may be, immediately prior to such Change of Control. For the sake of clarity, this will confirm the Agreement of the parties that this Section 5.3 shall effectively amend and control all awards granted to the Executive under the Incentive Plans outstanding as of the Effective Date or which may be granted subsequent to the Effective Date. In addition, the Company undertakes to include in all awards granted after the Effective Date a provision acknowledging the acceleration of vesting upon a Change of Control as set forth herein.

5.4 Release of Claims. Upon Involuntary Termination following a Change of Control, Executive must execute and deliver to Company a release of claims agreement in a form to be provided by Company (the “*Release Agreement*”), which will include, at a minimum, Executive’s release of the Company and its affiliates, and their officers, directors, employees, and agents, from any and all claims or causes of action of any kind or character, including all claims or causes of action arising out of Executive’s employment with Company or its affiliates or the termination of such employment, as well as obligations for Executive with respect to non-disparagement and cooperation. The Release Agreement must become effective and irrevocable within fifty-five (55) days after the termination of Executive’s employment (or such shorter period as may be directed by the Company).

5.5 Payments Subject to Section 409A of the Code.

(a) Subject to this Section 5.4, any severance payments that may be due under the Agreement shall begin only upon the date of the Executive’s “separation from service” (determined as set forth below) which occurs on or after the termination of Executive’s employment.

(b) The determination of whether and when Executive’s separation from service from the Company has occurred shall be made in a manner consistent with and based on the presumptions set forth in Treasury Regulation Section 1.409A-1(h). Solely for purposes of this Section 5.5(b), “Company” shall include all persons with whom the Company would be considered a single employer under Section 414(b) and 414(c) of the Code.

(c) It is intended that each installment of the severance payments under the Agreement provided under shall be treated as a separate “payment” for purposes of Section 409A of the Code. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments except to the extent specifically permitted or required by Section 409A of the Code.

(d) Notwithstanding the foregoing provisions of this Article 5, if the payment of any severance compensation or severance benefits under this Agreement would be subject to additional taxes and interest under Section 409A of the Code because the timing of such payment is not delayed as provided in Section 409A(a)(2)(B) of the Code, then any such payments that Executive (or Executive’s estate) would otherwise be entitled to during the first six (6) months following the date of Executive’s termination of employment shall be accumulated and paid on the date that is six (6) months after the date of Executive’s termination of employment (or if such payment date does not fall on a business day of Company, the next following business day of Company), or such earlier date upon which such amount can be paid under Section 409A of the Code without being subject to such additional taxes and interest. Executive hereby agrees to be bound by Company’s determination of its “specified employees” (as such term is defined in Section 409A of the Code) in accordance with any of the methods permitted under the regulations issued under Section 409A of the Code.

5.6 Other Benefits. This Agreement governs the rights and obligations of Executive and Company with respect to the matters set forth herein, including, without limitation, Executive’s Base Salary, certain perquisites of employment, and payments upon termination of employment. Except as expressly provided herein, Executive’s rights and obligations both during the term of his employment and thereafter, with respect to stock options, restricted stock, incentive and deferred compensation, life insurance policies insuring the life of Executive, and other benefits under the plans and programs maintained by Company shall be governed by the separate agreements, plans and other documents and instruments governing such matters.

ARTICLE VI

DISPUTE RESOLUTION

6.1 General. Executive and Company explicitly recognize that no provision of this Article VI shall prevent either party from seeking to resolve any dispute arising under the Confidentiality Agreement.

6.2 Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement and/or the Executive's employment with the Company and/or the termination of such employment promptly by negotiations between Executive and an executive officer of Company who has authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten days after the effective date of such notice, Executive and an executive officer of Company shall meet at a mutually acceptable time and place within the Boston, Massachusetts metropolitan area, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within ten days, either party may initiate arbitration of the controversy or claim as provided in Section 6.3 below. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section 6.2 shall be treated as compromise and settlement negotiations for the purposes of the federal and state rules of evidence and procedure.

6.3 Arbitration. Company and Executive agree that after efforts to negotiate any dispute in accordance with Section 6.2 have failed, then either party may be written notice (the "Notice") demand arbitration of the dispute as set out below, and each party hereto expressly agrees to submit to, and be bound by, such arbitration.

(a) Each party will, within ten business days of the Notice, nominate an arbitrator, who shall be a non-neutral arbitrator. Each nominated arbitrator must be someone experienced in dispute resolution and of good character without moral turpitude and not within the employ or direct or indirect influence of the nominating party. The two nominated arbitrators will, within ten business days of nomination, agree upon a third arbitrator, who shall be neutral. If the two appointed arbitrators cannot agree on a third arbitrator within such period, the parties may seek such an appointment through any permitted court proceeding or by the American Arbitration Association ("AAA"). The three arbitrators will set the rules and timing of the arbitration, but will generally follow the rules of the AAA and this Agreement where same are applicable and shall provide for a reasoned opinion.

(b) The arbitration hearing will in no event take place more than 180 days after the appointment of the third arbitrator.

(c) The arbitration will take place in the San Francisco, California metropolitan area unless otherwise unanimously agreed to by the parties.

(d) The results of the arbitration and the decision of the arbitrators will be final and binding on the parties, and each party agrees and acknowledges that these results shall be enforceable in a court of law.

(e) All administrative costs and expenses of the mediation and arbitration shall be borne equally by the Company and Executive during the pendency of the proceedings. Such costs and expenses do not include attorney's fees, expert witness fees or other party generated expenses. Upon the conclusion of the proceedings, the prevailing party shall be entitled to recover reasonable and necessary attorneys' fees, expert witness fees, and costs and expenses of arbitration.

(f) This agreement to arbitrate applies, but shall not be limited, to the following:

i. Any claim alleging unlawful discrimination, harassment, or retaliation on any basis protected by any applicable federal, state, or local law (for the avoidance of doubt, nothing herein prevents Executive from filing, cooperating with, or participating in any proceeding before the EEOC or other federal or state fair employment practices agency (except that Executive acknowledges that he may not be able to recover any monetary benefits in connection with any such claim, charge or proceeding));

ii. Any claim for wages, bonuses, severance, incentive compensation or other equity, employee benefits or other compensation, whether pursuant to contract, state wage and hour laws (including without limitation M.G.L. c. 149, § 148 *et. seq.*), the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, as amended, or any other law concerning wages, compensation or employee benefits.

iii. Any claim under any statute, law, or ordinance not expressly set forth above.

iv. Any claim arising out of any and all common law claims, including, but not limited to, tort claims, wrongful discharge claims, contract claims, defamation claims and unfair business practices claims; and

v. Any claim relating to the interpretation, existence, validity, scope, or enforceability of this Section, including, but not limited to, any claim that all or any part of this Section is void or voidable and any other challenge by Executive to the arbitrability of any dispute under this Agreement (but not including a dispute about the class action waiver set forth below).

(g) Notwithstanding anything set forth in Section 6.3(f) above, this agreement to arbitrate does not apply to claims or issues arising from performance of services on any federal government contract, any claim for workers' compensation or employment benefits, claims for vested benefits under a plan fund or program covered by the Employee Retirement Income Security Act of 1974, as amended, or claims arising out of or relating to the Confidentiality Agreement or otherwise concerning trade secrets, confidential information, intellectual property (including patents, copyrights and trademarks), or other proprietary rights or property. Further Company and Executive agree that only individual employee claims may be brought and that no claim may be brought or arbitrated hereunder as a collective action on behalf of any others or as a class action absent a further specific agreement executed at the time the dispute arises.

(h) Executive understands that this Agreement requires disputes that involve the matters subject to the Agreement and/or Executive's employment or termination, except those set forth in Section 6.3(g) above, be submitted to arbitration pursuant to this Section 6.3 rather than to a judge or jury in court.

ARTICLE VII

MISCELLANEOUS

7.1 Notices. Any and all notices and other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of

(a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 6:30 p.m. (Eastern time) on any day except Saturday, Sunday and any day which shall be a federal legal holiday in the United States ("*Business Day*"),

(b) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Business Day or later than 6:30 p.m. (Eastern time) on any Business Day, (c) the 2nd Business Day following the date of mailing, if sent by U.S. national recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be set forth on the signature pages attached hereto. All notices and demands to Executive or the Company may be given to them at the following address:

If to Executive:

[REDACTED]

If to Company:

Atomera Incorporated
750 University Avenue
Suite 280
Los Gatos, CA 95032

Such parties may designate in writing from time to time such other place or places that such notices and demands may be given.

7.2 Applicable Law; Submission to Jurisdiction.

(a) This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of California, without regard to conflict of law principals thereof.

(b) With respect to any claim or dispute related to or arising under this Agreement that is not subject to arbitration, the parties hereto hereby consent to the exclusive jurisdiction, forum, and venue of the state or federal (to the extent federal jurisdiction exists) courts located in the State of California.

7.3 No Waiver. No failure by either party hereto at any time to give notice of any breach by the other party of or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

7.4 Severability. Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction by reason of applicable law shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

7.6 Withholding of Taxes and Other Employee Deductions. Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city, and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other customary employee deductions made with respect to Company's employees generally.

7.7 Headings. The Section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

7.8 Gender and Plurals. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

7.9 Assignment. This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company, by merger or otherwise. This Agreement shall also be binding upon and inure to the benefit of Executive and his heirs, representative and assigns. If Executive shall die prior to full payment of amounts due pursuant to this Agreement, such amounts shall continue to be payable pursuant to the terms of this Agreement. Executive shall not have any right to pledge, hypothecate, anticipate, or assign any portion of this Agreement or any of the rights hereunder, except by will or the laws of descent and distribution.

7.10 Term. This Agreement has a term co-extensive with the term of employment provided in Section 3.1. Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to such termination. The provisions of Section 3.5 shall survive the termination of this Agreement and shall be binding upon Executive and his or her legal representatives, successors, and assigns following such termination.

7.11 Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and contains all of the covenants, promises, representations, warranties, and agreements between the parties with respect to such subject matter. Without limiting the scope of the preceding sentence, all understandings and agreements preceding the date of execution of this Agreement and relating to the subject matter hereof are hereby null and void and of no further force and effect, including, without limitation, all prior employment and severance agreements, if any, by and between Company and Executive. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

7.12 Expenses. Company shall reimburse Executive for his reasonable fees and expenses incurred by him incident to the negotiation, preparation and execution of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

"Company"
Atomera Incorporated

A Delaware corporation

By: /s/ Scott Bibaud
Name: Scott Bibaud
Title: Chief Executive Officer

"Executive"

Erwin Trautmann

/s/ Erwin Trautmann

Date: January 26, 2021

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made as of the 19th day of August, 2020 by and between **750 UNIVERSITY, LLC**, a California limited liability company ("Landlord") and **ATOMERA INCORPORATED**, a Delaware corporation ("Tenant").

RECITALS

A. Tenant currently leases from Landlord approximately three thousand three hundred ninety-six (3,396) rentable square feet of space located at 750 University Avenue, Suite 280, Los Gatos, California (the "Current Premises") pursuant to that certain Lease dated January 19, 2017, as amended by that certain First Amendment to Lease dated December 19, 2017 (the "Lease"). The Current Premises are shown on Exhibit A attached hereto.

B. Tenant desires to lease additional space from Landlord located at 750 University Avenue, Suite 270, Los Gatos, California (the "Expansion Space"), consisting of approximately seven hundred five (705) square feet of space. The Expansion Space is shown on Exhibit A attached hereto.

C. The Lease provides for a termination date of January 31, 2021. Tenant desires to extend the term of the Lease on the terms and conditions set forth below.

D. Landlord is willing to expand the Premises to include the Expansion Space to Tenant and to extend the term of the Lease in consideration of Tenant's agreement to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereby amend the Lease and mutually promise, covenant and agree as follows:

1. **Term.** The term of the Lease is hereby extended for five (5) years from and after February 1, 2021, so that the term of the Lease shall extend to and include January 31, 2026. The period commencing on February 1, 2021 and ending on January 31, 2026 is referred to herein as the "Second Extended Term".

2. **Premises.** The definition of "Premises" is modified as follows:

From and after the Expansion Date (as defined in paragraph 5 below), the Expansion Space shall be added to the Current Premises and, thereafter, the total area leased shall be increased to four thousand one hundred and one (4,101) square feet and the term "Premises" as used in this Lease shall refer to the Current Premises and the Expansion Space together.

3. **Basic Rent.** During the Second Extended Term the basic rent as provided in paragraphs 4(a) and 5(a) of the Lease shall be as follows:

Expansion Date through January 31, 2021 (The above amount includes basic rent and Tenant's estimated Share of Direct Expense Increases, which shall be deemed fixed for this period and, notwithstanding any provision to the contrary in the Lease, as amended hereby, shall not be reconciled and adjusted to actual direct expenses for this period.)	\$13,650.24 per month
February 1, 2021 through May 31, 2021	\$ -0- per month
June 1, 2021 through January 31, 2022	\$16,198.95 per month
February 1, 2022 through January 31, 2023	\$16,684.91 per month
February 1, 2023 through January 31, 2024	\$17,185.46 per month
February 1, 2024 through January 31, 2025	\$17,701.03 per month
February 1, 2025 through January 31, 2026	\$18,232.06 per month

4. **Direct Expense Increases.** Commencing on February 1, 2021, Tenant's Percentage Share of Direct Expense Increases as set forth in paragraph 5 of the Lease shall be increased to 6.603% and shall be reconciled and adjusted thereafter in accordance with paragraph 5 of the Lease. During the Second Extended Term, Tenant shall continue to pay to Landlord as provided in paragraph 5 of the Lease, except that the Base Year for purposes of determining the Direct Expense Increases shall be 2021.

5. **Tenant Improvements.** Landlord will perform a remodel within the Premises prior to February 1, 2021. The remodel shall consist of the tenant improvements ("Tenant Remodel Work") specified in the plans and specifications attached hereto as Exhibit A. Tenant shall cooperate with Landlord and Landlord's contractor, as reasonably required to allow for construction of the Tenant Remodel Work while Tenant is in occupancy of the Premises and Tenant shall accommodate the construction by working remotely during the construction period, as reasonably necessary, to minimize disruption of Landlord's contractor during such construction. Landlord and Tenant shall meet with Landlord's contractor to agree on an estimated schedule for construction for the Tenant Remodel Work prior to commencement of construction. Tenant shall continue to pay rent to Landlord during the construction period in accordance with the Lease without reduction or offset.

Upon substantial completion of the Tenant Remodel Work, Landlord shall tender possession of the Expansion Space to Tenant and the date of such tender shall be the "**Expansion Date**" for purposes of this Amendment.

6. **Parking.** Paragraph 15 of the Lease is modified as follows:

Commencing on the Expansion Date, the number of non-exclusive parking spaces which Tenant shall be entitled to use shall be increased to fifteen (15) spaces.

7. **Furniture.** Tenant may continue to use the existing furniture as provided in paragraph 56 of the original Lease during the Second Extended Term at no charge, provided that Tenant may replace or dispose of any or all of such furniture as Tenant may decide from time to time at Tenant's sole cost and expense. Notwithstanding the preceding sentence, Landlord, at Landlord's expense, shall remove any or all of the existing furniture designated by Tenant for removal during construction of Tenant's Remodel Work.

8. **Brokers.** Tenant represents and warrants to Landlord that it has not dealt with any broker other than McCandless Management Corporation (Landlord's broker) and agrees to indemnify, defend, protect and hold Landlord harmless from and against any and all claims from any other broker claiming to have represented Tenant in connection with this Amendment.

9. **Authority.** Each individual executing this Amendment on behalf of a corporation represents and warrants that he/she is duly authorized to execute and deliver this Amendment on behalf of the corporation and that this Amendment is binding upon said corporation in accordance with its terms.

10. **Restatement of Other Lease Terms.** Except as specifically modified herein, all terms, covenants and conditions of the Lease shall remain in full force and effect.

[Signatures on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date first written above.

Landlord:

750 UNIVERSITY, LLC,
a California limited liability company

By: McCandless Management corporation,
a California corporation, its
Authorized Agent

By: /s/ Steven E. Sund

Name: Steven E Sund

Title: President

Date: August 20, 2020

Tenant:

ATOMERA INCORPORATED,
a Delaware corporation

By: /s/ Scott A. Bibaud

Name: Scott A. Bibaud

Title: President and Chief Executive Officer

Date: August 19, 2020

By: /s/ Francis B. Laurencio

Name: Francis B. Laurencio

Title: Chief Financial Officer

Date: August 19, 2020

Exhibit 23.1

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statements of Atomera Incorporated on Forms S-8 (File No. 333-213093 and File No. 333-218666) and Form S-3 (File No. 333-234382) of our report dated February 19, 2021, with respect to our audits of the financial statements of Atomera Incorporated as of December 31, 2020 and 2019 and for each of the two years in the period ended December 31, 2020, which report is included in this Annual Report on Form 10-K of Atomera Incorporated for the year ended December 31, 2020.

/s/ Marcum LLP

Marcum LLP
Los Angeles, CA
February 19, 2021

CERTIFICATIONS

I, Scott A. Bibaud, certify that:

- (1) I have reviewed this Annual Report on Form 10-K of Atomera Incorporated;
- (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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company 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 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 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 quarter (the registrant's fourth 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(s) 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 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.

ATOMERA INCORPORATED

Date: February 19, 2021

By: /s/ Scott A. Bibaud
Scott A. Bibaud, Chief Executive Officer

CERTIFICATIONS

I, Francis B. Laurencio, certify that:

- (1) I have reviewed this Annual Report on Form 10-K of Atomera Incorporated;
- (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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company 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 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 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 quarter (the registrant's fourth 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(s) 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 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.

ATOMERA INCORPORATED

Date: February 19, 2021

By: /s/ Francis B. Laurencio
Francis B. Laurencio, Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

**CERTIFICATION PURSUANT TO 18 U.S.C. 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Atomera Incorporated (the "Company") on Form 10-K for the period ended December 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Scott A. Bibaud, the Chief Executive Officer, and Francis B. Laurencio, the Chief Financial Officer, of the Company, respectively, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Scott A. Bibaud Dated: February 19, 2021
Scott A. Bibaud

Title: President and Chief Executive Officer

By: /s/ Francis B. Laurencio Dated: February 19, 2021
Francis B. Laurencio

Title: Chief Financial Officer

This certification is made solely for the purposes of 18 U.S.C. Section 1350, subject to the knowledge standard contained therein, and not for any other purpose.