

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

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 OR 15(d) of the  
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **September 20, 2021**

**QUANTUM-SI INCORPORATED**

(Exact name of registrant as specified in its charter)

<b>Delaware</b> (State or other jurisdiction of incorporation)	<b>001-39486</b> (Commission File Number)	<b>85-1388175</b> (IRS Employer Identification No.)
<b>530 Old Whitfield Street</b> <b>Guilford, Connecticut</b> (Address of principal executive offices)		<b>06437</b> (Zip Code)

Registrant's telephone number, including area code: **(203) 458-7100**

**N/A**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Class A common stock, par value \$0.0001 per share	QSI	The Nasdaq Stock Market LLC
Redeemable warrants, each whole warrant exercisable for one share of Class A common stock, each at an exercise price of \$11.50 per share	QSI <sup>AW</sup>	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

### **Item 1.01 Entry into a Material Definitive Agreement.**

On September 20, 2021, Quantum-Si Incorporated (the “Company”) entered into a Binders Collaboration (the “Collaboration”) with Protein Evolution, Inc. (“PEI”) to develop technology and methods in the field of nanobodies and potentially other binders to produce novel biological reagents and related data (the “Reagents”). The Collaboration is made pursuant to and governed by the Technology and Services Exchange Agreement (“TSEA”), effective as of June 10, 2021, by and among the Company and the participants named therein, including PEI. The TSEA was previously filed as Exhibit 10.12 to the Company’s Registration Statement on Form S-4, filed with the Securities and Exchange Commission on March 1, 2021. The Executive Chairman of the Company, Dr. Jonathan M. Rothberg, who together with his affiliates are controlling stockholders of the Company, serves as Chairman of the Board of Directors of PEI and the Rothberg family are controlling stockholders of PEI. In accordance with its related party transaction policy, the Company’s audit committee pre-approved the Collaboration.

Under the terms of the Collaboration, PEI agreed to (i) provide research and development services (the “Services”), (ii) deliver Reagents, and (iii) disclose all other biological materials, data, written materials, methods, processes, technologies and other results of the Services (the “Process Results”) to the Company, pursuant to a work plan and budget to be developed by the parties. The Collaboration provides for the Services to be performed over a 24-month period, subject to extensions as may be agreed to by the Company and PEI. The Company agreed to pay PEI for the Services in accordance with the budget and in an amount not to exceed \$13.5 million, unless otherwise agreed to by the Company in its sole discretion. The Collaboration permits PEI to enter into sponsored research agreements with certain academic institutions or other third parties to perform services under the Collaboration and for the Company to provide 80% of sponsored research funding under the Collaboration as part of its up to \$13.5 million contribution to the budget and PEI to provide 20% of the sponsored research funding from other sources.

The Collaboration provides that the Company will own all intellectual property and other rights to the Reagents and PEI will own all intellectual property and other rights to the Process Results. Additionally, PEI granted the Company a royalty-free, fully-paid, perpetual, worldwide, non-exclusive, sublicensable license under PEI’s rights in the Process Results, including any patent rights associated therewith, to, among other things, make or sell products and services and otherwise exploit the Process Results in all fields other than the PEI Field (as defined below). Furthermore, PEI granted the Company a royalty-free, fully-paid up, perpetual, worldwide, non-exclusive, sublicensable license under PEI’s rights in the Process Results, including under any patent rights associated therewith, to, among other things, make or sell the Company’s technology platforms and any diagnostic, therapeutic or other product that is initially discovered or developed by a customer of the Company with the use of such technology platforms. In addition, the Company granted PEI a royalty-free, fully-paid up, perpetual, worldwide, co-exclusive, sublicensable license under the rights in the Reagents, including any patent rights associated therewith, to, among other things, make or sell products and services and otherwise exploit the Process Results in the field of protein and/or molecule design, evolution, discovery, application, and/or characterization, including, but not limited to, for therapeutics, diagnostics, agriculture, and/or industrial purposes (the “PEI Field”).

The parties agreed that the Collaboration will continue until the Reagents are produced to the Company’s satisfaction or the Company or PEI terminates by giving 180 days’ written notice.

The foregoing summary of the Collaboration is qualified in its entirety by reference to the full text of the Collaboration, a copy of which will be filed as an exhibit to the Company’s Quarterly Report on Form 10-Q for the quarter ending September 30, 2021.

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**SIGNATURES**

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

**QUANTUM-SI INCORPORATED**

By: /s/ John Stark  
Name: John Stark  
Title: Chief Executive Officer

Date: September 24, 2021

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