

**Exhibit 10.2**

SANGAMO THERAPEUTICS, INC.

24,761,905 Shares of Common Stock par value \$0.01 per share

Pre-Funded Warrants to Purchase up to 3,809,523 Shares of Common Stock

Warrants to Purchase 28,571,428 Shares of Common Stock

Placement Agent Agreement

March 21, 2024

BARCLAYS CAPITAL INC.  
CANTOR FITZGERALD & CO.  
As Placement Agents

c/o Barclays Capital Inc.  
745 Seventh Avenue  
New York, New York 10019

c/o Cantor Fitzgerald & Co.  
110 East 59<sup>th</sup> Street, 6<sup>th</sup> Floor  
New York, New York 10022

Ladies and Gentlemen:

Sangamo Therapeutics, Inc., a Delaware corporation (the “**Company**”), proposes to issue and sell directly to various investors (“**Investor**” and collectively, the “**Investors**”), pursuant to the terms of this Placement Agent Agreement (this “**Agreement**”) and the Agreement in the form of Exhibit D attached hereto (the “**Securities Purchase Agreement**”) entered into with such Investors, a 24,761,905 shares of common stock, par value \$0.01 per share (the “**Common Stock**”), of the Company (the “**Shares**”), pre-funded purchase up to an aggregate of 3,809,523 shares of Common Stock at an exercise price of \$0.001 per share (the “**Pre-Funded Warrants**”) to purchase an aggregate of 28,571,428 shares of Common Stock of the Company (the “**Warrants**”). The Common Stock issuable upon the exercise of the Warrants are referred to herein as the “**Warrant Shares**” and the Common Stock issuable upon the exercise of the Pre-Funded Warrants are referred to herein as the “**Pre-Funded Warrant Shares**.” The Shares, the Warrants, Pre-Funded Warrants, Pre-Funded Warrant Shares and the Common Stock are herein referred to as the “**Securities**.” The shares of Common Stock of the Company to be outstanding after giving effect to the sale of the Securities are referred to herein as the “**Stock**.”

The Company hereby confirms its agreement with the Placement Agents concerning the purchase and sale of the Securities to be as follows:

1. Registration Statement. The Company has prepared and filed with the Securities and Exchange Commission (the “**Commission**”) a Registration Statement under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the “**Securities Act**”) (File No. 333-255792), including a prospectus, relating to the Securities. Such registration statement, as amended at the time of its effectiveness, including the information, if any, deemed pursuant to Rule 430B or 430C under the Securities Act to be part of the registration statement, shall be effective, including the information, if any, deemed pursuant to Rule 430B or 430C under the Securities Act to be part of the registration statement, at the time of its effectiveness.

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effectiveness (“**Rule 430 Information**”), is referred to herein as the “**Registration Statement**”; and as used herein, the term “**Prospectus**” means the prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with the confirmation of sales of the Securities. If the Company has filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the “**Rule 462 Registration Statement**”), then any reference herein to the term “Registration Statement” shall be deemed to include the Rule 462 Registration Statement. Any reference in this Agreement to the Registration Statement or the Prospectus shall be deemed to refer to the Registration Statement or the Prospectus, as the case may be, and any reference to “amend”, “amendment” or “supplement” with respect to the Registration Statement or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement or the Prospectus filed with the Commission on February 22, 2023 and Post-Effective Amendment No. 2 thereto filed with the Commission on February 23, 2023), that has become or been declared effective, any prospectus supplement relating to the Securities Act and any documents filed after such date under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the “**Exchange Act**”) that are deemed to be incorporated by reference therein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement or the Prospectus.

At or prior to the Applicable Time (as defined below), the Company had prepared the following information (collectively referred to as the “**Pricing Disclosure Package**”): each “free-writing prospectus” (as defined pursuant to Rule 433 under the Securities Act) listed on Annex A hereto.

“**Applicable Time**” means 11:00 P.M., New York City time, on March 21, 2024.

## 2. Sale, Purchase, Delivery and Payment of the Securities.

- (a) The Placement Agents shall be the exclusive Placement Agents in connection with the offering and sale by the Company of the Securities from time to time pursuant to the Registration Statement (such offering, the “**Offering**”), to be subject to market conditions and negotiated between the Company and the prospective Investors. The Placement Agents will act on a reasonable efforts basis, and the Company agrees and warrants that there is no guarantee of the successful placement of the Securities, or a portion thereof, in a prospective Offering. Under no circumstances shall the Placement Agents or any of their affiliates be obligated to underwrite or purchase any of the Securities for its own account or otherwise in connection with the financing. The Placement Agents shall have no authority to bind the Company with respect to any prospective offer to purchase Securities. The Company shall have the sole right to accept offers to purchase Securities and may reject any such offer, in whole or in part. Subject to the conditions hereof, payment of the purchase price for, and delivery of, the Securities shall be made at the Closing (as defined in the Registration Statement).
- (b) Until the Closing Date or earlier upon termination of this Agreement pursuant to Section 9, the Company shall not, without the prior written consent of the Placement Agents, solicit or accept offers to purchase the Securities otherwise than through the Placement Agents.

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(c) Subject to the provisions of this Section 2, offers for the purchase of Securities may be solicited by the Placement Agents, Company at such times and in such amounts as the Placement Agents deem advisable. The Placement Agents shall communicate to the Company or in writing, each reasonable offer to purchase Securities received by it as agents of the Company. The company shall have the sole right to accept or reject any such offer, in whole or in part. The Placement Agents shall have the right, in their discretion, to exercise, without notice to the Company, to reject any offer to purchase Securities received by it, in whole or in part, and any such rejection shall be deemed a breach of this Agreement.

(d) The purchase of Securities by the Investors shall be evidenced by the execution of a Securities Purchase Agreement in form and substance consistent with Exhibit D hereto by each of the Investors and the Company.

(e) As compensation for services rendered, on the Closing Date, the Company shall pay to the Placement Agents by wire transfer to any of the available funds to an account or accounts designated by the Placement Agents, an aggregate amount equal to 6% of the gross proceeds of the sale of the Securities to the Company (the “**Placement Fee**”) from the sale of the Securities on the Closing Date that were solicited by the Placement Agents. The Company may retain other brokers or dealers to act as sub-agents or selected-dealers on their behalf in connection with the Offering, the fees and commissions shall be paid out of the Placement Fee paid to the Placement Agents.

(f) No Securities which the Company has agreed to sell pursuant to this Agreement and the Securities Purchase Agreement shall be sold or have been purchased and paid for, or sold by the Company, until such Securities shall have been delivered to the Investor thereof agreed to by such Investor. If the Company shall default in its obligations to deliver such Securities to an Investor whose offer it has accepted, the Company shall indemnify and hold the Placement Agents harmless against any loss, claim, damage or expense arising from or as a result of such default. The Company in accordance with the procedures set forth in Section 7 herein.

(g) The time and date of closing (the “**Closing**”) and delivery of the documents required to be delivered to the Placement Agents shall be at 10:00 A.M., New York time, on March 26, 2024 (the “**Closing Date**”) at the office of White & Case LLP, 100 Wall Street, New York, New York 10020.

### 3. Representations and Warranties of the Company. The Company represents and warrants to each Placement Agent:

(a) *Pricing Disclosure Package.* The Pricing Disclosure Package as of the Applicable Time did not, and as of the Closing Date shall not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein true in all circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty as to the accuracy of statements or omissions made in reliance upon and in conformity with information relating to any Placement Agent furnished to the Company in writing by such Placement Agent expressly for use in such Pricing Disclosure Package, it being understood and agreed that the Company's information furnished by any Placement Agent consists of the information described as such in Section 7(b) hereof. No statement of material fact included in the Prospectus has been omitted from the Pricing Disclosure Package and no statement of material fact included in the Pricing Disclosure Package that is required to be included in the Prospectus has been omitted therefrom.

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(b) *Issuer Free Writing Prospectus.* Other than the Registration Statement and the Prospectus, the Company (including its representatives, other than the Placement Agents in their capacity as such) has not prepared, used, authorized, approved or referred to, or prepared, use, authorize, approve or refer to any “written communication” (as defined in Rule 405 under the Securities Act) that is intended to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives referred to in clause (i) below) an “**Issuer Free Writing Prospectus**”) other than (i) any document not constituting an offering pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act or (ii) the documents listed on Annex A, including any electronic road show and any other written communications approved in writing in advance by the Placement Agents. Each Issuer Free Writing Prospectus complied in all material respects with the Securities Act, has been or will be (within the time period specified) filed in accordance with the Securities Act (to the extent required thereby) and does not conflict with the information contained in the Registration Statement or the Pricing Disclosure Package, and did not, and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in the Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Placement Agent furnished by such Placement Agent expressly for use in such Issuer Free Writing Prospectus, it being understood and agreed that the only such information furnished by any Placement Agent consists of the information described as such in Section 7(b) hereof.

(c) *Registration Statement and Prospectus.* The Registration Statement in respect of the Securities has been filed with the Commission and the Registration Statement was declared effective by the Commission. No order suspending the effectiveness of the Registration Statement has been issued by the Commission, and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or the offering of the Securities has been initiated or threatened by the Commission; as of the applicable effective date of the Registration Statement and any post-effective amendment thereto, the Registration Statement and any such post-effective amendment complied in all material respects with the Securities Act, and did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus or any amendment or supplement thereto and as of the Closing Date, the Prospectus will comply in all material respects with the Securities Act, and did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Placement Agent furnished by such Placement Agent expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto, it being understood and agreed that the only such information furnished by any Placement Agent consists of the information described as such in Section 7(b) hereof.

(d) *Incorporated Documents.* The documents incorporated by reference in the Registration Statement, the Prospectus and the Pricing Disclosure Package, when they were filed with the Commission conformed in all material respects to the requirements of the Securities Act, and none of such documents contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under

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which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement, the Pricing Disclosure Package, the Prospectus or the Pricing Disclosure Package, when such documents are filed with the Commission, will conform in all material respects with the applicable requirements of the Exchange Act and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated or disclosed in the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) *Financial Statements.* The financial statements (including the related notes thereto) of the Company and its consolidated subsidiaries included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and present fairly in all material respects the financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis throughout the periods covered thereby, and any supporting schedules incorporated by reference in the Registration Statement present fairly in all material respects the information required to be stated or disclosed in the other financial information included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, and has been derived from the accounting records of the Company and its consolidated subsidiaries and presents fairly the information required to be stated or disclosed.

No other financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Disclosure Package, the Prospectus or the Pricing Disclosure Package.

(f) *No Material Adverse Change.* Since the date of the most recent financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) there has not been any change in the Company's capital structure (other than the issuance of shares of Common Stock upon exercise of stock options and warrants described as outstanding in the Registration Statement, the Pricing Disclosure Package and the Prospectus), short-term debt or long-term debt of the Company or any of its subsidiaries, or any dividend or distribution of any kind, or any payment, aside for payment, paid or made by the Company on any class of capital stock, or any material adverse change, or any development, or any prospective material adverse change, in or affecting the business, properties, management, financial position, stockholders' operations or prospects of the Company and its subsidiaries taken as a whole; (ii) neither the Company nor any of its subsidiaries has entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole; (iii) neither the Company nor any of its subsidiaries has sustained any loss or interference with its business that is material to the Company and its subsidiaries taken as a whole and that is either from fire, explosion, flood or other calamity, including a health epidemic or pandemic or infectious disease (including without limitation, a further outbreak or escalation of COVID-19 or any related/mutated form thereof), whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or governmental or regulatory authority, except in each case as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package, the Prospectus or the Pricing Disclosure Package.

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(g) *Organization and Good Standing.* The Company and each of its subsidiaries have been duly organized and are validly existing in good standing under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing in the jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification; the Company and its subsidiaries have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged; and where the failure to be so qualified or in good standing or have such power or authority would not, individually or in the aggregate, have a material adverse effect on the business, properties, management, financial position, stockholders' equity, results of operations or cash flow of the Company and its subsidiaries taken as a whole or on the performance by the Company of its obligations under this Agreement, the Securities Purchase Agreement, the Pre-Funded Warrants and the Warrants (a "**Material Adverse Effect**"). The Company does not own, control, or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit 21 to the Registration Statement.

(h) *Capitalization.* The Company has an authorized capitalization as set forth in the Registration Statement, the Pricing Information Memorandum and the Prospectus; all the outstanding shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are not subject to any pre-emptive or similar rights; except as described in or expressly contemplated by the Securities Disclosure Package and the Prospectus, there are no outstanding rights (including, without limitation, pre-emptive rights), warrants, options, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company or its subsidiaries, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any such securities of the Company or any such subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options; and the Company conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Information Memorandum and the Prospectus; and all the outstanding shares of capital stock or other equity interests of each subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable except as otherwise described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, and are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party.

(i) *Stock Options.* With respect to the stock options (the "**Stock Options**") granted pursuant to the stock-based compensation plans of the Company and its subsidiaries (the "**Company Stock Plans**"), (i) each Stock Option intended to qualify as an "incentive stock option" under Section 422 of the Code so qualifies, (ii) each such grant was made in accordance with the terms of the Company Stock Plans, the applicable stock option plan and all other applicable laws and regulatory rules or requirements, including the rules of The Nasdaq Global Select Market (the "**Market**") and any other exchange on which Company securities are traded, and (iii) each such grant was properly accounted for in accordance with GAAP in the financial statements (including the related notes) of the Company and disclosed in the Company's filings with the SEC in accordance with the Exchange Act and all other applicable laws.

(j) *Due Authorization.* The Company has full right, power and authority to execute and deliver this Agreement, the Securities Purchase Agreement, the Pre-Funded Warrants and the Warrants and to perform its obligations hereunder and thereunder; and all action necessary for the due and proper authorization, execution and delivery by it of this Agreement, the Securities Purchase Agreement, the Pre-Funded Warrants and the Warrants and the consummation by it of the transactions contemplated hereby has been duly and validly taken.



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subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of any of its subsidiaries is subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(p) *Statements in the Registration Statement.* The statements set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the caption “Description of Capital Stock”, insofar as they purport to constitute a summary of the terms of the Company’s charter or by-laws or similar organizational documents, under the caption “Material U.S. Federal Income Tax Consequences to Non-U.S. Holders” and “Plan of Distribution”, insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects. The statements set forth in or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the caption “Therapeutic Product Candidates in Development—Current Partnerships and Collaborations,” “Business—Intellectual Property,” “Government Regulation” and “Risk Factors—Risks Relating to our Intellectual Property,” insofar as they purport to constitute a summary of the terms of statutes, rules or regulations, legal or governmental proceedings or contracts and other documents, constitute accurate and complete statements of the terms of such statutes, rules and regulations, legal and governmental proceedings and contracts and other documents in all material respects.

(q) *No Conflicts.* The execution, delivery and performance by the Company of this Agreement, the Securities Purchase Agreement, the Pre-Funded Warrants and the Warrants, the issuance and sale of the Securities and the consummation of the transactions contemplated by this Agreement, the Securities Purchase Agreement, the Pre-Funded Warrants, the Warrants or the Pricing Disclosure Package and the Prospectus do not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to any mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or to which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject; or (ii) result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or any of its subsidiaries; or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, have a Material Adverse Effect.

(r) *No Consents Required.* No consent, approval, authorization, order, license, registration or qualification of or with any governmental or regulatory authority is required for the execution, delivery and performance by the Company of this Agreement, the Securities Purchase Agreement, the Pre-Funded Warrants, the Warrants, the issuance and sale of the Securities and the consummation of the transactions contemplated by this Agreement, the Securities Purchase Agreement, the Pre-Funded Warrants and the Warrants, except for the registration of the Securities under the Securities Act and such consents, approvals, authorizations, orders and registrations or qualifications as may be required by the Financial Industry Regulatory Authority, Inc. (“FINRA”) and under applicable state securities laws in connection with the offering of the Securities by the Placement Agents and the purchase of the Securities by the Investors.



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(s) *Legal Proceedings.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Company or any of its subsidiaries is or may be a party or to which any property of the Company or any of its subsidiaries is or may be the subject that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Company or any of its subsidiaries; and (i) there are no current or pending legal, governmental or regulatory actions, suits or proceedings threatened or, to the knowledge of the Company, contemplated by any governmental authority or threatened by others; and (ii) there are no statutes, regulations, orders or other documents that are required under the Securities Act to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(t) *Independent Auditors.* Ernst & Young LLP, who have audited certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations of the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(u) *Title to Real and Personal Property.* The Company and its subsidiaries have good and marketable title in fee simple (or, if applicable, in fee simple subject to a leasehold interest) to, or have valid and marketable rights to lease or otherwise use, all items of real and personal property and assets that are used in the respective businesses of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances, claims and other interests, and imperfections of title except those that (i) do not materially interfere with the use made and proposed to be made of such property and its subsidiaries or (ii) could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Company or any of its subsidiaries.

(v) *Intellectual Property.* To the Company's knowledge with respect to patents, patent applications, trade and service marks, trademarks, service mark registrations, and trade names only, the Company and its subsidiaries own, possess, or license, and otherwise have enforceable rights to all patents, patent applications, trade and service marks, trade and service mark registrations, trade names, licenses, inventions, trade secrets, technology, and know-how, except with regard to off-the-shelf software provided by third parties, the "Intellectual Property Rights" necessary for the conduct of the Company's business as now conducted or, to the knowledge of the Company, as proposed in the Pricing Disclosure Package and the Prospectus to be conducted. Except as disclosed in the Pricing Disclosure Package and the Prospectus, (i) to the knowledge of the Company, there are no rights of third parties to any such Intellectual Property Rights that conflict with the Company's right to own, possess or license, as applicable, such Intellectual Property Rights; (ii) the Company is not aware of any material infringement by third parties of any such Intellectual Property Rights; (iii) there is no pending, or to the knowledge of the Company, threatened, action, suit, proceeding or claim by others challenging the Company's rights in or to own, possess and license such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (iv) there are no other facts within the knowledge of the Company that would form a reasonable basis for any such claim.

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Company threatened, action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property Rights; (iv) the Company is unaware of any facts which would form a reasonable basis for any such claim, except for any such action, suit, proceeding or claim that would not have a Material Adverse Effect; (v) there is no pending, or to the knowledge of the Company threatened, action, suit, proceeding or claim by others that the Company infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary right of others, and the Company is unaware of any other fact which would form a reasonable basis for any such claim, except for any such action, suit, proceeding or claim that would not have a Material Adverse Effect; (vi) to the knowledge of the Company, there is no U.S. patent or U.S. patent application (other than U.S. patents or U.S. patent applications of the Company) which contains claims that dominate or otherwise materially interfere with any Intellectual Property Rights described in the Pricing Disclosure Package and the Prospectus as being owned by or licensed to the Company or its subsidiaries that interferes with the issued or pending claims of any such Intellectual Property Rights, except for such claims and interference that reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; (vii) there is no prior art of which the Company is aware that may render any U.S. patent held by the Company invalid or any U.S. patent application held by the Company unpatentable or not been disclosed to the U.S. Patent and Trademark Office, and (viii) to the knowledge of the Company, all pertinent prior art of which the Company or its counsel during the prosecution of the patents and patent applications comprising the Intellectual Property Rights is aware has been disclosed to the relevant patent authority and, to the knowledge of the Company, neither such counsel nor the Company nor any other person or entity has misrepresented to, or concealed any material fact from, the relevant patent authority during such prosecution and the Company, to the knowledge of the Company, any licensor, has complied with all applicable duty of candor requirements of the relevant patent authority with respect to such patents and patent applications. To the knowledge of the Company, all licenses to which the Company and its subsidiaries are a party relating to the Intellectual Property Rights are valid, subsisting, enforceable, and in good standing and each of the Company and its subsidiaries has, in all material respects, complied with its respective contractual obligations pursuant to all such licenses and has not committed any material breach thereof (declared or undeclared). The Company is not aware of any material breach by any options, licenses, or agreements with respect to the intellectual property rights of any other person or entity that are not disclosed in Pricing Disclosure Package and the Prospectus and that are not disclosed therein. None of the Intellectual Property Rights owned by the Company and its subsidiaries has been obtained by them or is being used by them in violation of any material contractual obligation of the Company, its subsidiaries or, to the knowledge of the Company, any of their officers, directors, or employees. Except as required or permitted in the Pricing Disclosure Package and the Prospectus, (i) the Company and its subsidiaries are not obligated to pay a material fee or royalty to any third party in connection with the Intellectual Property Rights and (ii) no third party, including any academic or governmental organization, possess material rights to the Intellectual Property Rights owned by the Company.

(w) *Compliance with Laws.* The Company has not been advised, and has no reason to believe, that it and each of its subsidiaries are not conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which it is conducting business, where failure to be so in compliance would not result in a Material Adverse Effect. Except as described in the Pricing Disclosure Package and the Prospectus, the Company and its subsidiaries: (A) is and at all times has been in material compliance with all statutes, rules or regulations of the jurisdictions in which it is conducting business, ownership, testing, development, manufacture, packaging, processing, use, distribution, marketing, labeling, promotion, sale, storage, import, export or disposal of any

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product under development, manufactured or distributed by the Company (“**Applicable Laws**”); (B) has not, within the past five years, received any FDA Form 483, notice of adverse finding, warning letter, untitled letter or other correspondence or notice from the U.S. Food and Drug Administration (the “**FDA**”) or any other federal, state, local or foreign governmental or regulatory authority alleging or asserting noncompliance with any Applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements thereto or amendments thereto required by any such Applicable Laws (“**Authorizations**”); (C) possesses all material Authorizations and all such Authorizations are valid and in full force and effect and the Company is not in material violation of any term of any such Authorizations; (D) has not received notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from the FDA or any other federal, state, local or foreign governmental or regulatory authority or third party alleging that any product operation or activity is in material violation of any Applicable Laws or Authorizations and has no knowledge that the FDA or any other federal, state, local or foreign governmental or regulatory authority or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding; (E) has not received notice that the FDA or any other federal, state, local or foreign governmental or regulatory authority has taken, is taking or intends to take any action to suspend, modify or revoke any material Authorizations and has no knowledge that the FDA or any other federal, state, local or foreign governmental or regulatory authority is considering such action; (F) has filed, obtained, maintained or submitted all material reports, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Law and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments are complete and correct on the date filed (or were corrected or supplemented by a subsequent submission); and (G) has not, either voluntarily or involuntarily, initiated, conducted, or issued or caused to be initiated, conducted or issued, any recall, market withdrawal or retraction, alert, “dear doctor” letter, or other notice or action relating to the alleged lack of safety or efficacy of any product or any alleged violation and, to the Company’s knowledge, no third party has initiated, conducted or intends to initiate any such notice or action.

(x) *Clinical Studies*. The studies, tests and preclinical and clinical trials conducted by or on behalf of the Company or any of its subsidiaries were and, if still pending, are being conducted in all material respects in accordance with experimental protocols, procedures and methods pursuant to accepted professional scientific standards and all Applicable Laws and Authorizations, including, without limitation, the Federal Drug and Cosmetic Act and the rules and regulations promulgated thereunder (collectively, “**FDCA**”); the descriptions of the studies, tests and trials contained in the Registration Statement and the Pricing Disclosure Package are accurate and complete in all material respects and fairly present the data derived from such studies, tests and trials; except as disclosed in the Pricing Disclosure Package, the Company is not aware of any studies, tests or trials, the results of which the Company believes reasonably call into question the study results or clinical trial results described or referred to in the Registration Statement and the Pricing Disclosure Package when viewed in the context of the results are described and the clinical state of development; and, except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, since December 31, 2018, the Company has not received any notices or correspondence from the FDA or any other federal, state, local or foreign governmental or regulatory authority requiring the termination, suspension or material modification of any studies, tests or preclinical or clinical trials conducted by or on behalf of the Company.

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(y) *No Undisclosed Relationships*. No relationship, direct or indirect, exists between or among the Company or any of its subsidiaries, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company or any of its subsidiaries, on the other, that is required by the Securities Act to be described in the Registration Statement and the Prospectus and that is not so described in such documents, the Pricing Disclosure Package.

(z) *Investment Company Act*. The Company is not and, after giving effect to the offering and sale of the Securities and the proceeds thereof as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, will not be required to register as an “investment company” or an entity “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the “**Investment Company Act**”).

(aa) *Taxes*. The Company and its subsidiaries have paid all material federal, state, local and foreign taxes and filed all tax returns that are required to be paid or filed through the date hereof; and except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there is no material tax deficiency that has been, or could reasonably be expected to be, asserted against the Company or its subsidiaries or any of their respective properties or assets.

(bb) *Licenses or Permits*. Except as otherwise described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses, except where the failure to possess such license, certificate, permit or authorization would not, individually or in the aggregate, have a Material Adverse Effect; and except as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, neither the Company nor any of its subsidiaries has received notice of any pending or proposed modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course that, individually or in the aggregate, if revoked, modified or failed to be renewed, would result in a Material Adverse Effect.

(cc) *No Labor Disputes*. No labor disturbance by or dispute with employees of the Company or any of its subsidiaries is known to the knowledge of the Company, is contemplated or threatened, and the Company is not aware of any existing or imminent labor dispute with, the employees of any of its or its subsidiaries’ principal suppliers, contractors or customers, except as would result in a Material Adverse Effect.

(dd) *Environmental Laws and Hazardous Materials*. Except as described in the Pricing Disclosure Package and the Prospectus, the Company would not, singly or in the aggregate, result in a Material Adverse Effect, (i) the Company has not been advised, and has no reason to believe, that either the Company or any of its subsidiaries is in violation of any applicable federal, state, local or foreign statute, law, rule, regulation, ordinance, code or rule of common law or any binding and enforceable judicial or administrative interpretation thereof, including any applicable enforceable judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without

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and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous materials, petroleum or petroleum products (collectively, “**Hazardous Materials**”) or to the manufacture, processing, distribution, use, disposal, transport or handling of Hazardous Materials (collectively, “**Environmental Laws**”), (ii) the Company has not been a reason to believe, that the Company and its subsidiaries do not have all permits, authorizations and approvals required under Environmental Laws to operate the business of the Company as currently conducted or are not each in compliance with the (iii) there are no pending or to the Company’s knowledge, threatened administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries and (iv) the Company has not been advised, and has no reason to believe, that there are any events or circumstances reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any governmental body or agency, against the Company or any of its subsidiaries relating to Hazardous Materials pursuant to Environmental Laws.

(ee) *Compliance with ERISA.* The Company and its subsidiaries and any “**employee benefit plan**” (as defined in Section 3 of the Employee Retirement Income Security Act of 1974, as amended (collectively with the regulations and published interpretations of the Act, “**ERISA**”)) established or maintained by the Company, its subsidiaries or their “**ERISA Affiliates**” (as defined below) (“**Company Benefit Plans**”) are in compliance in all material respects with ERISA. “**ERISA Affiliate**” means, with respect to the Company or a subsidiary, any member of any group of organizations described in Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the “**Code**”) of which the Company or such subsidiary is a member. No Company Benefit Plan is a multiemployer plan (as defined in Section 4001(a)(3) and Section 3(37) of ERISA) or a “multiple employer plan” (as defined in Section 4063 or 4064 of ERISA). Furthermore, no Company Benefit Plan is a “defined benefit plan” as defined in Section 3(35) of ERISA, subject to Part 3, Subtitle B of Title I of ERISA, Section 412 of the Code or Title IV of ERISA. None of the Company, its subsidiaries or their ERISA Affiliates has incurred or reasonably expects to incur any material liability under Sections 4975 or 4980B of the Code. No Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred or is expected to occur, by action or failure to act, which would cause the loss of such qualification, except where such act or failure to act would not, in the aggregate, result in a Material Adverse Effect.

(ff) *Disclosure Controls.* The Company and its subsidiaries maintain an effective system of “disclosure controls and procedures” (as defined in Rule 13a-15(e) of the Exchange Act) that complies with the requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission’s rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures required by Rule 13a-15 of the Exchange Act.

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(gg) *Accounting Controls*. The Company and its subsidiaries maintain systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or on behalf of, their respective principal executive and principal financial officers, or persons performing similar functions, 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, including, but not limited to, internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded in a timely manner to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accurate accounting records; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; (iv) the recorded assets are compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any discrepancies; and (v) interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and is prepared in accordance with the Commission’s rules and guidelines applicable thereto. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no material weaknesses in the Company’s internal controls. Based on the most recent evaluation of its disclosure controls and procedures, the Company is not aware of any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize, and report financial information; and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal controls over financial reporting. Since the date of the last audited financial statements included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there has been no change in the Company’s internal controls over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

(hh) *eXtensible Business Reporting Language*. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission’s rules and guidelines applicable thereto.

(ii) *Critical Accounting Policies*. The section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” set forth or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fully describes (i) the accounting policies that the Company believes are the most important in the portrayal of the Company’s financial condition and results of operations and that require management’s most difficult, subject or complex judgments (“**Critical Accounting Policies**”); and (iii) the likelihood that materially different results would be reported under different conditions or using different assumptions and an explanation thereof.

(jj) *Insurance*. The Company and its subsidiaries have insurance covering their respective properties, operations, personnel, and other risks, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are adequate to protect the Company and its subsidiaries and their respective businesses; and neither the

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Company nor any of its subsidiaries has (i) received notice from any insurer or agent of such insurer that capital improvement expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not maintain its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers necessary to continue its business, except for such notices or non-renewal that would not result in a Material Adverse Effect.

(kk) *No Unlawful Payments.* Neither the Company nor any of its subsidiaries nor any director, officer or employee of the Company or its subsidiaries nor, to the knowledge of the Company, any agent, affiliate or other person associated with or acting on behalf of any of its subsidiaries has (i) made, offered, promised or authorized any unlawful contribution, gift, entertainment or other unlawful act taken any act in furtherance thereof) relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law (collectively, “**Anti-Corruption Laws**”); or (iv) made, offered, agreed to or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintain and enforce, and will continue to maintain and enforce policies and procedures to promote and ensure compliance with all applicable anti-bribery and Anti-Corruption Laws. Neither the Company nor any of its subsidiaries use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization or giving of money, or anything else of value, to any person in violation of Anti-Corruption Laws.

(ll) *Compliance with Anti-Money Laundering Laws.* The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with the requirements of applicable anti-money laundering laws, including, but not limited to, the Bank Secrecy Act as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the anti-money laundering laws in various jurisdictions in which the Company and its subsidiaries conduct business, the rules and regulations thereunder and any other rules, regulation or guidelines issued, administered or enforced by any governmental agency (collectively, the “**Money Laundering Laws**”). No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(mm) *No Conflicts with Sanctions Laws.* Neither the Company nor any of its subsidiaries, nor any director, officer or employee of the Company or any of its subsidiaries nor, to the knowledge of the Company, any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries is (i) currently the subject or the target of any sanctions administered or enforced by the United States Government, including, without limitation, the

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Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”), or the U.S. Department of State and in limitation, the designation as a “specially designated national” or “blocked person,” the European Union, His Majesty’s Treasury, the United Nations Security Council, or other relevant sanctions authority (collectively, “Sanctions”), (ii) located, organized, or resident in any country or territory that is the subject or target of Sanctions (a “Sanctioned Jurisdiction”), and the Company will not directly or indirectly of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture, or other person or entity (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, directly or indirectly, funding or facilitation, is the subject or the target of Sanctions (ii) to fund or facilitate any activities of or business in any Sanctioned Jurisdiction or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction) of Sanctions; neither the Company nor any of its subsidiaries is engaged in, or has been engaged in, or has been engaged in the past five years, engaged in, any dealings or transactions with or involving any individual or entity that was or is, as applicable, the subject of such dealing or transaction, the subject or target of Sanctions or with any Sanctioned Jurisdiction; the Company and its subsidiaries have instituted, and maintain, policies and procedures designed to promote and achieve continued compliance with Sanctions.

(nn) *No Restrictions on Subsidiaries.* No subsidiary of the Company is currently prohibited, directly or indirectly, under any applicable law or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution of assets, from selling subsidiary’s capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary, or from transferring any of such subsidiary’s properties or assets to the Company or any other subsidiary of the Company.

(oo) *No Broker’s Fees.* Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company or any of its subsidiaries or any Person for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Securities.

(pp) *No Registration Rights.* Except as disclosed in the Pricing Disclosure Package, no person has the right to require the Company or its subsidiaries to register any securities for sale under the Securities Act by reason of the filing of the Registration Statement with the Securities Commission or the issuance and sale of the Securities.

(qq) *No Stabilization.* Neither Company nor any of its affiliates has taken, directly or indirectly, any action designed to stabilize or reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(rr) *Forward-Looking Statements.* No forward-looking statement (within the meaning of Section 27A of the Securities Act of 1933 and the Securities Exchange Act of 1934) included or incorporated by reference in any of the Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.



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(ss) *Statistical and Market Data*. Nothing has come to the attention of the Company that has caused the Company to statistical and market-related data included or incorporated by reference in the Registration Statement, the Pricing Disclosure Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

(tt) *Sarbanes-Oxley Act Compliance*. There is and has been no failure on the part of the Company or, to the knowledge of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "**Sarbanes-Oxley Act**"), including Section 402 relating to Sections 302 and 906 related to certifications.

(uu) *No Outstanding Loans or Other Extensions of Credit*. Since the adoption of Section 13(k) of the Exchange Act, neither the Company nor any of its subsidiaries has extended or maintained credit, arranged for the extension of credit, or renewed any extension of credit of a personal loan, to or for any director or executive officer (or equivalent thereof) of the Company and/or such subsidiary extensions of credit as are expressly permitted by Section 13(k) of the Exchange Act.

(vv) *Status under the Securities Act*. At the time of filing the Registration Statement and any post-effective amendment thereto, time thereafter that the Company or any offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Securities and at the date hereof, the Company was not and is not an "ineligible issuer," as such term is defined in the Securities Act.

(ww) *No Ratings*. There are (and prior to the Closing Date, will be) no debt securities or preferred stock issued or guaranteed by the Company or any of its subsidiaries that are rated by a "nationally recognized statistical rating organization", as such term is defined in Rule 15c2-6 of the Exchange Act.

(xx) *Cyber Security; Data Protection*. The Company and its subsidiaries' information technology assets and equipment, including networks, hardware, software, websites, applications, data and databases (collectively, "**IT Systems**") are adequate for, and operate without bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants, except where such inadequacy in, or failure to perform, would not, individually or in the aggregate, have a Material Adverse Effect. The Company and its subsidiaries have maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally sensitive, confidential or regulated data ("**Personal Data**")) used in connection with their businesses, and, except as disclosed in the Disclosure Package, there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those remedied without material cost or liability or the duty to notify any other person or as would not, individually or in the aggregate, have a Material Adverse Effect, nor any incidents under internal review or investigations relating to the same. The Company and its subsidiaries are in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental regulatory authority having jurisdiction over the Company and its subsidiaries or any of their properties or assets, internal policies and obligations.

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relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification, except where such non-compliance or failure to protect would not be likely to aggregate, result in a Material Adverse Effect.

4. Further Agreements of the Company. The Company covenants and agrees with each Placement Agent that:

(a) *Required Filings.* The Company will file the final Prospectus with the Commission within the time periods specified in Rule 430B or 430C under the Securities Act, will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act; the Company will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and any amendments or supplements thereto; the delivery of a prospectus is required in connection with the offering or sale of the Securities; and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Placement Agents in New York City promptly after the first date of the offering of the Securities, on the business day next succeeding the date of this Agreement in such quantities as the Placement Agents may reasonably request.

(b) *Delivery of Copies.* Upon request, the Company will deliver, without charge, (i) to the Placement Agents, two signed copies of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed with the Commission and all documents incorporated by reference therein; and (ii) to each Placement Agent (A) a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) and (B) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto and documents incorporated by reference therein and each Issuer Free Writing Prospectus) as the Placement Agents may reasonably request. As used herein, the term “**Prospectus Delivery Period**” means the period beginning after the first date of the offering of the Securities as in the opinion of counsel for the Placement Agents a prospectus relating to the offering of the Securities is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Securities to any Placement Agent or dealer.

(c) *Amendments or Supplements, Issuer Free Writing Prospectuses.* Before preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement or the Prospectus, before or after the time that the Registration Statement becomes effective, the Company will furnish to the Placement Agents a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not prepare, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement unless the Placement Agents reasonably object.

(d) *Renewal of Registration.* If by the third anniversary (the “**Renewal Deadline**”) of the initial effective date of the Registration Statement, any of the Securities remain unsold, the Company will file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to the Securities, in a form satisfactory to you. If at the Renewal Deadline the Company is no longer eligible to file a new shelf registration statement, the Company will, if it has not already done so, file a new shelf registration statement relating to the Securities.

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Securities, in a form satisfactory to you and will use its best efforts to cause such registration statement to be declared effective after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the public offering of Securities to continue as contemplated in the expired registration statement relating to the Securities. References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be.

(e) *Notice to the Placement Agents.* The Company will advise the Placement Agents promptly, and confirm such advice in writing, of the following events: (i) when the Registration Statement has become effective; (ii) when any amendment to the Registration Statement has been filed or becomes effective; (iii) when any supplement to the Prospectus or any Issuer Free Writing Prospectus or any amendment to the Prospectus has been filed or distributed; (iv) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information; (v) of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any of the Pricing Disclosure Package or the Prospectus or the initiation or threatening of any such action for that purpose or pursuant to Section 8A of the Securities Act; (vi) of the occurrence of any event or development within the Pricing Disclosure Period as a result of which the Prospectus, the Pricing Disclosure Package or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Pricing Disclosure Package or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; (vii) of the receipt by the Company of any notice of objection of the Commission to the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act; and (viii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Securities for offer and sale in any jurisdiction, the initiation or threatening of any proceeding for such purpose; and the Company will use its best efforts to prevent the issuance of any order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any of the Pricing Disclosure Package or Prospectus or suspending any such qualification of the Securities and, if any such order is issued, will obtain as soon as possible a copy thereof.

(f) *Ongoing Compliance.* (1) If during the Prospectus Delivery Period (i) any event or development shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law, the Company will promptly advise the Placement Agents thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Placement Agents and to such dealers as the Placement Agents may designate such amendments or supplements to the Prospectus (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in the Prospectus as amended or supplemented (or any document to be filed with the Commission and incorporated by reference therein) will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law and (2) after the Closing Date (i) any event or development shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law, the Company will promptly advise the Placement Agents thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Placement Agents and to such dealers as the Placement Agents may designate such amendments or supplements to the Prospectus (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in the Prospectus as amended or supplemented (or any document to be filed with the Commission and incorporated by reference therein) will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law.

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Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state necessary in order to make the statements therein, in the light of the circumstances existing when the Pricing Disclosure Package is prepared, not misleading or (ii) it is necessary to amend or supplement the Pricing Disclosure Package to comply with law, the Company will immediately notify the Placement Agents thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Placement Agents and to such dealers as the Placement Agents may designate such amendments to the Pricing Disclosure Package (or any document to be filed with the Commission and incorporated by reference therein) as so that the statements in the Pricing Disclosure Package as so amended or supplemented will not, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, be misleading or so that the Pricing Disclosure Package will comply with the requirements of the Securities Act and the Securities Exchange Act of 1934.

(g) *Blue Sky Compliance.* The Company will qualify, if required, the Securities for offer and sale under the securities laws of each such jurisdiction as the Placement Agents shall reasonably request and will continue such qualifications in effect so long as the Company is distributing the Securities; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject to such jurisdiction.

(h) *Earning Statement.* The Company will make generally available to its security holders and the Placement Agents as soon as practicable an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated under the Securities Act covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the “effective date” of the Securities in Rule 158) of the Registration Statement.

(i) *[Reserved]*.

(j) *Use of Proceeds.* The Company will apply the net proceeds from the sale of the Securities (including any cash exercise of the Warrants or the Warrants) as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading “Use of Proceeds”.

(k) *No Stabilization.* The Company will not take, directly or indirectly, any action designed to or that could reasonably be expected to stabilize or result in any stabilization or manipulation of the price of the Stock.

(l) *Exchange Listing.* The Company will use its best efforts to list the Shares, the Pre-Funded Warrant Shares and the Warrants on the Nasdaq Market.

(m) *Reports.* So long as the Securities are outstanding, the Company will furnish to the Placement Agents, as soon as the Company receives copies of all reports or other communications (financial or other) furnished to holders of the Securities, and copies of any reports or statements furnished to or filed with the Commission or any national securities exchange or automatic quotation system; provided that the Company will be deemed to have furnished such reports and financial statements to the Placement Agents to the extent they are filed on the Commission’s Electronic Data Gathering, Analysis, and Retrieval system (“EDGAR”).

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- (n) *Record Retention*. The Company will, pursuant to reasonable procedures developed in good faith, retain copies of the Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.
- (o) *FinCEN*. The Company has provided to the Placement Agents a properly completed and executed Certificate Regard to the Ownership of Legal Entity Customers, together with any required identifying documentation, and the Company hereby undertakes to provide additional supporting documentation as the Placement Agents may reasonably request in connection with verification of the foregoing.
- (p) *Reservation of Pre-Funded Warrant Shares and Warrant Shares*. The Company will reserve and keep available for the exercise of the Pre-Funded Warrants such number of authorized but unissued shares of Common Stock as are sufficient to permit the exercise in full of the Pre-Funded Warrants for the Pre-Funded Warrant Shares. The Company will reserve and keep available for the exercise of the Warrants for the number of authorized but unissued shares of Common Stock as are sufficient to permit the exercise in full of the Warrants for the Warrant Shares.
- (q) *Securities Purchase Agreement*. The Company shall deliver copies of all closing documents to the Investors pursuant to the Securities Purchase Agreement.

5. Certain Agreements of the Placement Agents. Each Placement Agent hereby represents and agrees that:

- (a) It has not and will not use, authorize use of, refer to or participate in the planning for use of, any “free writing prospectus” as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company or incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that contains no “issuer information” (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including by incorporation by reference) in a previously filed Issuer Free Writing Prospectus, (ii) any Issuer Free Writing Prospectus listed on the cover of the Prospectus prepared pursuant to Section 3(c) or Section 4(c) above (including any electronic road show), or (iii) any free writing prospectus prepared by the Placement Agent and approved by the Company in advance in writing (each such free writing prospectus referred to in clause (i) through (iii) is a “**Placement Agent Free Writing Prospectus**”).
- (b) It has not and will not, without the prior written consent of the Company, use any free writing prospectus that contains terms not in the Securities unless such terms have previously been included in a free writing prospectus filed with the Commission; provided that the Placement Agents may use a term sheet substantially in the form of Annex B hereto without the consent of the Company; provided that the Placement Agent using such term sheet shall notify the Company, and provide a copy of such term sheet to the Company, prior to the use of such term sheet concurrently with, the first use of such term sheet.

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(c) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and with respect to the Company if any such proceeding against it is initiated during the Prospectus Delivery Period).

6. **Conditions of the Obligations of the Placement Agents and the Investors and the Sale of the Securities.** The respective obligations of the Placement Agents hereunder and the Investors under the Securities Purchase Agreement, and the Closing of the sale of the Securities, shall be subject to the accuracy, when made and as of the Applicable Time and on the Closing Date, of the representations and warranties of the Company and the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder, and to each of the following additional terms and conditions:

(a) *Registration Compliance; No Stop Order.* No order suspending the effectiveness of the Registration Statement shall be entered by the Commission for such purpose, pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Securities Act shall be pending by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission.

(b) *Representations and Warranties.* The representations and warranties of the Company contained herein and in the Securities Purchase Agreement shall be true and correct on the date hereof and on and as of the Closing Date; and the statements of the Company made in any certificates delivered pursuant to this Agreement and the Securities Purchase Agreement shall be true and correct on and as of the Closing Date.

(c) *No Material Adverse Change.* (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the filing of the Registration Statement, the Pricing Disclosure Package and the Prospectus, a loss or interference with its business from fire, explosion, flood or other calamity, including a health epidemic or pandemic outbreak of a disease (including without limitation, a further outbreak or escalation of COVID-19 or any related/mutated form of COVID-19) not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus, and (ii) since the respective dates as of which the information was prepared for the Registration Statement, the Pricing Disclosure Package and the Prospectus there shall not have been any change in the capital structure or term debt of the Company or any of its subsidiaries or any change or effect, or any development involving a prospective change or effect affecting (x) the business, properties, general affairs, management, financial position, stockholders' equity, results of operations or financial condition of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or (y) the ability of the Company to perform its obligations under this Agreement, the Securities Purchase Agreement, the Pre-Funded Warrants and the Warrants, including the issuance and sale of the Securities, or to consummate the transactions contemplated by the Registration Statement, the Pricing Disclosure Package and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the sale of the Securities on the terms and in the manner contemplated in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

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(d) *Officer's Certificate.* The Placement Agents shall have received on and as of the Closing Date a certificate of the chief executive officer of the Company and one additional senior executive officer of the Company who is satisfactory to the Placement Agents, (i) confirming that such officers have carefully reviewed the Registration Statement, the Pricing Disclosure Package and the Prospectus, and, to the best of their knowledge of such officers, the representation set forth in Section 3(b) hereof is true and correct, (ii) confirming that the other representations and warranties of the Company in this Agreement and the Securities Purchase Agreement are true and correct and that the Company has entered into all agreements and satisfied all conditions on its part to be performed or satisfied hereunder and thereunder at or prior to the Closing Date, and (iii) to the effect set forth in paragraphs (a) and (c) above.

(e) *Comfort Letters.* On the date of this Agreement and on the Closing Date, Ernst & Young LLP shall have furnished to the Placement Agents, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Placement Agents, in substance reasonably satisfactory to the Placement Agents, containing statements and information of the type customarily included in "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided, that the letters delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to such Closing Date.

(f) *Opinion and 10b-5 Statement of Counsel for the Company.* Cooley LLP, counsel for the Company, shall have furnished to the Placement Agents, at the request of the Company, their written opinion and 10b-5 statement, dated the Closing Date, and addressed to the Placement Agents, in form and substance reasonably satisfactory to the Placement Agents.

(g) *Opinion and 10b-5 Statement of Counsel for the Placement Agents.* The Placement Agents shall have received on the Closing Date an opinion and 10b-5 statement of White & Case LLP, counsel for the Placement Agents, with respect to such matters as the Placement Agents may reasonably request, and such counsel shall have received such documents and information as they may reasonably request from the Company to pass upon such matters.

(h) *No Legal Impediment to Issuance.* No action shall have been taken and no statute, rule, regulation or order shall have been adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities.

(i) *Good Standing.* The Placement Agents shall have received on the date hereof and as of the Closing Date, satisfactory evidence of the good standing of the Company and its subsidiaries in their respective jurisdictions of organization and their good standing as such in such other jurisdictions as the Placement Agents may reasonably request, in each case in writing or any standard form of telecommunication acceptable to the appropriate governmental authorities of such jurisdictions.

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(j) *No Suspension of Trading.* On or after the Applicable Time there shall not have occurred any of the following: (i) a material limitation in trading in securities generally on the New York Stock Exchange or on the Nasdaq Market; (ii) a suspension of trading in the Company's securities on the Nasdaq Market; (iii) a general moratorium on commercial banking actuated either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of an emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities being delivered at such time of delivery on the terms and in the manner set forth in the Pricing Disclosure Package and the Prospectus.

(k) *Prospectus Delivery Requirement.* The Company shall have complied with the provisions of Section 4(b) hereof regarding the furnishing of prospectuses.

(l) *Exchange Listing.* The Company shall have filed a notification for the listing of the Shares, Pre-Funded Warrant Shares and Warrant Shares with the Nasdaq Market and shall have received no objection thereto from the Nasdaq Market.

(m) *Warrants.* The Placement Agents shall have received electronic copies of the Pre-Funded Warrants, substantially in the form of Exhibit B, and the Warrants, substantially in the form of Exhibit C, executed by the Company.

(n) *Lock-up Agreements.* The "lock-up" agreements, each substantially in the form of Exhibit A hereto, between you and the directors of the Company relating to sales and certain other dispositions of shares of Stock or certain other securities, delivered to the Company on the date hereof, shall be full force and effect on the Closing Date.

(o) *Securities Purchase Agreement.* The Company shall have entered into the Securities Purchase Agreement, substantially in the form of Exhibit D hereto, with each of the Investors, the Securities Purchase Agreement shall be in full force and effect, and the Company shall have satisfied all of the conditions to closing in such Securities Purchase Agreement.

(p) *Additional Documents.* On or prior to the Closing Date, the Company shall have furnished to the Placement Agents all certificates and documents as the Placement Agents may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Placement Agents.

## 7. Indemnification and Contribution.

(a) *Indemnification of the Placement Agents.* The Company will indemnify and hold harmless each Placement Agent against all damages or liabilities, joint or several, to which such Placement Agent may become subject, under the Securities Act or otherwise, including losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an



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untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the base prospectus included in the Registration Statement, the Pricing Disclosure Package or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "roadshow" as defined in Rule 433(h) under the Securities Act (a "**roadshow**"), any "issuer information" filed or required to be filed under Rule 433(d) under the Securities Act, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Placement Agent for any legal or other expenses incurred by such Placement Agent in connection with investigating or defending any such action or claim as such expenses are incurred, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the base prospectus included in the Registration Statement, the Pricing Disclosure Package or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with the Placement Agent Information.

(b) *Indemnification of the Company.* Each Placement Agent, severally and not jointly, will indemnify and hold harmless the Company from all losses, claims, damages or liabilities to which the Company may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof), joint or several, arise out of or are based upon an untrue statement or alleged untrue statement or omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in the Registration Statement, the base prospectus included in the Registration Statement, the Pricing Disclosure Package or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission is contained in the Registration Statement, the base prospectus included in the Registration Statement, the Pricing Disclosure Package or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, in reliance upon and in conformity with the Placement Agent Information; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Placement Agent applicable document, "**Placement Agent Information**" shall mean the written information furnished to the Company by such Placement Agent expressly for use therein; it being understood and agreed upon that the only such information furnished by any Placement Agent consists of the Placement Agent Information in the Prospectus.

(c) *Notice and Procedures.* Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not release the indemnifying party from its obligation to indemnify the indemnified party to the extent of any liability that it may have under the preceding paragraphs of this Section 7 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not release the indemnifying party from its obligation to indemnify the indemnified party to the extent of any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 7. In case any suit is brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall have the right to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense of the indemnified party; provided that the indemnifying party shall not, except with the consent of the indemnified party, be bound by the advice of counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be bound by the advice of counsel).

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the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense of such action or claim, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses of such indemnified party, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation or defense. The indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement of admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) *Contribution.* If the indemnification provided for in this Section 7 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, the indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Placement Agents on the other from the offering of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Placement Agents on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Placement Agents on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company and the total placement agent discounts and commissions received by the Placement Agents, in each case as set forth in the table on the cover of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Placement Agents on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Company and the Placement Agents agree that it would not be just and equitable if contribution under paragraph (d) above were determined by pro rata allocation (even if the Placement Agents were treated as one entity for such purposes). The method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of paragraphs (d) and (e), in no event shall any indemnifying party be required to contribute any amount in excess of the amount by which the total price at which the Securities placed by them were sold to Investors exceeds the amount of any damages that such Placement Agent has otherwise been required to pay by reason of such untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

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(f) *Non-Exclusive Remedies.* The obligations of the Company under this Section 7 shall be in addition to any liability which the Company otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Placement Agent, any, who controls any Placement Agent within the meaning of the Securities Act and each broker-dealer or other affiliate of any Placement Agent; the obligations of the Placement Agents under this Section 7 shall be in addition to any liability which the respective Placement Agent otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Securities Act.

8. Effectiveness of Agreement. This Agreement shall become effective as of the date first written above.

9. Termination. This Agreement may be terminated in the absolute discretion of the Placement Agents, by notice to the Company, prior to the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially restricted on any of the New York Stock Exchange or the Nasdaq Market; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial market conditions, calamity or crisis, either within or outside the United States, that, in the judgment of the Placement Agents, is material and adverse to the Company, impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the Closing Date, on the terms and conditions contemplated by this Agreement, the Securities Purchase Agreement, the Pre-Funded Warrants and the Warrants, the Pricing Disclosure Document and the Prospectus.

10. [Reserved].

11. Payment of Expenses.

(a) The Company covenants and agrees with the Placement Agents that the Company will pay or cause to be paid the following disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Securities under the Securities Act: (i) the expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, the base prospectus, the Registration Statement, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing of copies thereof to the Placement Agents and dealers; (ii) the cost of printing or producing this Agreement, the Blue Sky Memorandum, the documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in the Blue Sky Memorandum, including the fees and disbursements of counsel for the Placement Agents, not to exceed \$10,000, in connection with such qualification; (iv) all fees and expenses in connection with listing the Securities on the Nasdaq Market; (v) the fees and disbursements incident to, and the fees and disbursements of counsel for the Placement Agents, not to exceed \$10,000, in connection with, any review by FINRA of the terms of the sale of the Securities; (vi) the cost of preparing the Securities; (vii) the cost and charges of any transfer agent or warrant agent; and (viii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise provided for.

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not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section and Section 10, the Placement Agents will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities, and any advertising expenses connected with any offers they may make.

(b) If (i) this Agreement is terminated pursuant to Section 9, (ii) the Company for any reason fails to tender the Securities to the Placement Agents, (iii) the Securities Purchase Agreement is terminated pursuant to its terms or (iv) the Placement Agents decline to purchase the Securities for any reason permitted under this Agreement, the Company agrees to reimburse the Placement Agents for all out-of-pocket costs and expenses (including fees and expenses of their counsel) reasonably incurred by the Placement Agents in connection with this Agreement and the offering contemplated hereby.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement, their respective successors and the officers and directors and any controlling persons referred to herein, and the affiliates of each Placement Agent as defined in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, claim or benefit under or in respect of this Agreement or any provision contained herein.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company and the Placement Agents contained in this Agreement or made by or on behalf of the Company or the Placement Agents pursuant to this Agreement shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of the termination or expiration of this Agreement or any investigation made by or on behalf of the Company or the Placement Agents.

14. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term “affiliate” shall have the meaning set forth in Rule 405 under the Securities Act; (b) the term “business day” means any day other than a day on which banks are permitted to be closed in New York City; and (c) the term “subsidiary” has the meaning set forth in Rule 405 under the Securities Act.

15. Compliance with USA Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, 118 Stat. 1336, October 26, 2001), the Placement Agents are required to obtain, verify and record information that identifies their respective clients of the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Placement Agents to properly identify their respective clients.

16. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any of the Placement Agents is a Covered Entity and becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Placement Agent of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

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(b) In the event that any of the Placement Agents is a Covered Entity or a BHC Act Affiliate of such Placement Agent a to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such PI permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime were governed by the laws of the United States or a state of the United States.

For purposes of this Section 16 a “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in 12 U.S.C. § 1841(k). “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 7.3(b); or (iii) that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). “**Default Right**” has the meaning assigned to that term interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. “**U.S. Special Resolution Regime**” means each Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

17. Research Analysts. The Company acknowledges that the Placement Agents’ research analysts and research departments are independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that the Placement Agents’ research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering that differ from the views of their respective investment banking divisions. The Company hereby waives, to the fullest extent permitted by law, any claims that the Company may have against the Placement Agents with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Company by such Placement Agents’ investment banking divisions. The Company acknowledges that the Placement Agents is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies that may be involved in the transactions contemplated by this Agreement.

#### 18. Miscellaneous.

(a) *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if transmitted and confirmed by any standard form of telecommunication. Notices to the Placement Agents shall be given to c/o Barclays Bank PLC, 70 Pine Street, New York, New York 10019, Attention: Syndicate Registration (Fax: (646) 834-8133), with a copy, in the case of a notice to Section 7(c), to the Director of Litigation, Office of the General Counsel, Barclays Capital Inc., 745 Seventh Avenue, New York, New York 10019, Attention: General Counsel, or to Cantor Fitzgerald & Co., 110 East 59th Street, 6<sup>th</sup> Floor, New York, New York 10022, Attention: Capital Markets (Fax: (212) 307-3700), or to White & Case LLP, 1221 Avenue of the Americas, New York, New York, 10020, Attention: Jessica Y. Chen. Notices to the Company shall be given to Sangamo Therapeutics, Inc., Attention: Prathyusha Duraibabu, Chief Financial Officer, 501 Canal Boulevard, Richmond, California 94801, Attention: Prathyusha Duraibabu (510) 236-8951; with copies to Cooley LLP, 3 Embarcadero Center, 20<sup>th</sup> Floor, San Francisco, CA 94111, Attention: Chadwick Millard LLP (415) 774-693-2222.

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(b) *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such State.

(c) *Submission to Jurisdiction.* The Company hereby submits to the exclusive jurisdiction of the U.S. federal and New York state courts located in the County of New York, City and Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company waives any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding brought in such court. The Company agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and may be enforced in any court to the jurisdiction of which Company is subject by a suit upon such judgment.

(d) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard means of electronic telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(e) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any modification thereof, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(f) *Waiver of Jury Trial.* Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

(g) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the interpretation of, this Agreement.

[Signature Page Follows]

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If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space below.

Very truly yours,  
SANGAMO THERAPEUTICS, INC.

By:           /s/ Scott Willoughby            
Name: Scott Willoughby  
Title: General Counsel

Accepted: As of the date first written above  
BARCLAYS CAPITAL INC.  
CANTOR FITZGERALD & CO.

By: BARCLAYS CAPITAL INC.

By:           /s/ Dan Cocks            
Name: Dan Cocks  
Title: Managing Director

By: CANTOR FITZGERALD & CO.

By:           /s/ Jason Fenton            
Name: Jason Fenton  
Title: Managing Director

[Signature Page to Placement Agent Agreement.]

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Annex A

**a. Free Writing Prospectuses:**

None.

**b. Pricing Information:**

The combined offering price per Share and accompanying Warrant is \$0.84.

The combined offering price per Pre-Funded Warrant and accompanying Warrant is \$0.83.

The Company is selling 24,761,905 Shares.

The Company is selling Pre-Funded Warrants to purchase up to an aggregate of 3,809,523 shares of Common Stock.

The Company is selling Warrants to purchase up to an aggregate of 28,571,428 shares of Common Stock.



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Annex B

Sangamo Therapeutics, Inc.

Pricing Term Sheet

None.

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Exhibit A

FORM OF LOCK-UP AGREEMENT

\_\_\_\_\_, 2024

BARCLAYS CAPITAL INC.  
CANTOR FITZGERALD & CO.  
As Placement Agents

c/o Barclays Capital Inc.  
745 Seventh Avenue  
New York, New York 10019

c/o Cantor Fitzgerald & Co.  
110 East 59th Street  
New York, New York 10022

Ladies and Gentlemen:

The undersigned understands that you, as Placement Agents, propose to enter into an placement agent agreement (the “**Placement Agent Agreement**”) with Sangamo Therapeutics, Inc., a Delaware corporation (the “**Company**”), providing for the offering (the “**Offering**”) of common stock, par value \$0.01 per share, of the Company (the “**Common Stock**”) and warrants to purchase Common Stock (the “**Warrants**”) together with the Common Stock, the “**Securities**”). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Placement Agent Agreement.

In order to induce Barclays Capital Inc. and Cantor Fitzgerald & Co. (each, a “**Placement Agent**” and together, the “**Placement Agents**”) for the Offering, the undersigned hereby agrees that, without the prior written consent of the Placement Agents, the undersigned will not, during the period ending 90 days after the date hereof (the “**Lock-Up Period**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (including without limitation, any shares of Common Stock or such other securities which may be deemed to be beneficially owned now or hereafter by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission (such shares or securities, the “**Beneficially Owned Shares**”) and which may be issued upon exercise of a stock option or warrant), (2) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative contract or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Beneficially Owned Shares, whether any such transaction described in clause (1) or (2) is settled by delivery of Common Stock or such other securities, in cash or otherwise (any such sale, loan, pledge or other disposition of any such security, or any economic consequences, a “**Transfer**”), (3) make any demand for or exercise any right with respect to the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock, or (4) otherwise publicly announce any intention to do any of the foregoing or cause any action, activity, transaction or arrangement described in clause (1), (2) or (3) above, in each case other than as may be required by applicable law.

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(a) transfers of Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock, (i) to any transferee other than the undersigned, a bona fide gift or gifts, (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, (iii) to any "affiliate" (as that term is defined in Rule 405 under the Securities Act of 1933, as amended) of the undersigned or (iv) by will or the undersigned's legal representative, heir or legatee;

(b) pursuant to any contract, instruction or plan complying with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, (the "**Exchange Act**"), that has been entered into by the undersigned prior to the date of this Lock-up Agreement;

(c) the acquisition or exercise of any stock option issued pursuant to the Company's existing stock option plan, including any exercise of such option, and the delivery of shares of Common Stock held by the undersigned;

(d) any conversion of restricted stock units into shares of Common Stock as provided in the applicable restricted stock unit issuance agreement;

(e) any transfer of shares of Common Stock to the Company in connection with the undersigned's tax withholding obligation, or the delivery of such shares pursuant to the applicable restricted stock unit issuance agreement;

(f) any sale or transfer of shares of Common Stock (including in open market transactions through a broker) to satisfy the undersigned's withholding obligations in connection with the vesting of equity awards pursuant to the Company's equity compensation plans or arrangements, as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, and which equity awards vest during the Lock-Up Period;

(g) pursuant to a sale or an offer to purchase 100% of the outstanding Common Stock, whether pursuant to a merger, tender offer or otherwise, by a third party or group of third parties resulting in a Change of Control (as defined below) and approved by the Company's board of directors, that, in the event that such a Change of Control is not completed, the undersigned's shares shall remain subject to the restrictions of this Lock-up Agreement and title to the undersigned's shares shall remain with the undersigned; or

(h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Stock, provided that the undersigned does not provide for the transfer and sale of Common Stock during the Lock-Up Period, and provided further that, except as required by securities laws, no public announcement of the establishment or existence of such plan, and no filing with the Securities and Exchange Commission or any other regulatory authority in respect thereof or for transactions thereunder or contemplated thereby, by the undersigned, the Company or any other person, shall be required, and no announcement or filing shall be made voluntarily by the undersigned, the Company or any other person prior to the expiration of the Lock-Up Period.

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In the case of any transfer or distribution pursuant to clause (a) above, each donee or distributee or transferee shall execute a Placement Agents a lock-up letter for the balance of the Lock-Up Period in the form of this paragraph and, pursuant to clauses (a)(ii) no filing by any party (donor, donee, distributor, distributee, transferor or transferee) under the Exchange Act, or other public announcement reduction in the beneficial ownership shall be required or shall be made voluntarily in connection with such transfer or distribution. transfer or distribution pursuant to clause (a)(i) above, it shall be a condition to such transfer that no public filing, report or announcement voluntarily made and if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting beneficial ownership of shares of Common Stock in connection with such transfer or distribution shall be legally required during the such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer. For the a any shares of Common Stock received by the undersigned upon the exercise of a stock option or conversion of restricted stock unit foregoing clauses (c) and (d) shall be subject to the restrictions under this Lock-up Agreement. In the case of any sale or transfer pursuant (f) above, any public filing, report or announcement of any such sale or transfer shall disclose that the sale or transfer was for the purpose of the withholding taxes payable.

For the purposes of this Lock-up Agreement, (1) “**immediate family**” shall mean any spouse, domestic partner, lineal descendant (including adopted children), father, mother, brother or sister of the transferor and (2) “**Change of Control**” shall mean the transfer (whether by merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliates (other than an Investor pursuant to the Offering), of the Company’s voting securities if, after such transfer, such person or group of affiliates hold more than 50% of the outstanding voting securities of the Company (or the surviving entity).

The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or a party to any agreement or arrangement that provides for, is designed to or reasonably could be expected to lead to or result in any termination by this Lock-up Agreement during the Lock-Up Period.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-up Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-up Agreement and the authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns and personal representatives of the undersigned.

The undersigned understands that, if (i) the Placement Agent Agreement does not become effective by March 22, 2024, (ii) the Placement Agent Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for any Securities to be sold thereunder, or (iii) the Company notifies the Placement Agents in writing that it will not be proceeding with the execution of the Placement Agent Agreement, the undersigned shall be released from, all obligations under this Lock-up Agreement. The undersigned understands that the Placement Agents are entering into the Placement Agent Agreement and proceeding with the Offering pursuant to this Lock-up Agreement.

This Lock-up Agreement and any claim, controversy or dispute arising under or related to this Lock-up Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in whole or in part in the State of New York.

[Signature Page Follows]

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Very truly yours,

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Name:

Title:

[Signature Page to Lock-Up Agreement]

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**Exhibit B**

**FORM OF PRE-FUNDED WARRANT**

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**Exhibit C**

**FORM OF WARRANT**

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**Exhibit D**

**FORM OF SECURITIES PURCHASE AGREEMENT**