

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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): **May 14, 2021**

Voyager Therapeutics, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37625
(Commission
File Number)

46-3003182
(I.R.S. Employer
Identification No.)

75 Sidney Street
Cambridge, Massachusetts
(Address of principal executive offices)

02139
(Zip Code)

Registrant's telephone number, including area code **(857) 259-5340**

Not Applicable
(Former name or former address, if changed since last report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value	VYGR	Nasdaq Global Select Market

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

Emerging growth company

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure of G. Andre Turenne

On May 19, 2021 (the “Agreement Date”), Voyager Therapeutics, Inc. (the “Company”) and G. Andre Turenne mutually agreed to enter into a Transition, Separation and Release of Claims Agreement (the “Separation Agreement”), pursuant to which Mr. Turenne has resigned from his position of President and Chief Executive Officer and from any and all other positions he holds as an officer and employee of the Company and any of its subsidiaries, effective on the earlier of (i) the date of the Company’s 2021 Annual Meeting of Stockholders, currently scheduled for June 3, 2021 (the “Annual Meeting”) and (ii) such date as may be mutually agreed upon by the Company and Mr. Turenne (such date, the “Separation Date”). Pursuant to the Separation Agreement, Mr. Turenne also resigned from the Board of Directors of the Company (the “Board”) and the boards of directors of any subsidiaries of the Company and from all committees thereof, in each case effective as of immediately following the adjournment of the Annual Meeting.

During the period between the Agreement Date and the Separation Date (the “Transition Period”), Mr. Turenne will continue to serve as President and Chief Executive Officer and has agreed to assist with the transition of his duties and responsibilities. Mr. Turenne will continue to receive his base salary, in effect as of the Agreement Date, and remain eligible to participate in Company benefit plans during the Transition Period. Mr. Turenne has also agreed to provide reasonable and good faith transition assistance for a period of twelve months following the Separation Date, as requested by the Company from time to time.

Pursuant to the terms of the Separation Agreement, the Company has agreed, consistent with Mr. Turenne’s existing employment agreement, to (1) make salary continuation payments to Mr. Turenne, in accordance with the Company’s regular payroll practices, for a period of twelve months following Mr. Turenne’s execution of a release of claims (the “Separation Pay Period”) based on Mr. Turenne’s annualized base salary in effect on the Separation Date; (2) provide to Mr. Turenne a prorated annual bonus payment for 2021 based on Mr. Turenne’s target bonus percentage and his time of employment in 2021 through the Separation Date, paid in equal installments based on the Company’s regular payroll practices over the Separation Pay Period; and (3) subject to Mr. Turenne’s eligibility for continued coverage under COBRA, pay on Mr. Turenne’s behalf the portion of the premium for group health insurance coverage that the Company pays to active and similarly situated employees receiving the same type of coverage, for a period of twelve months following the Separation Date or, if earlier, the end of the calendar month when Mr. Turenne becomes eligible to receive group health insurance coverage under another employer’s benefit plan. In addition, pursuant to the terms of the Separation Agreement and effective upon Mr. Turenne’s execution of a release of claims, the Company has agreed to accelerate the vesting of all time-based equity awards held by Mr. Turenne by twelve months and to extend the period during which the outstanding and vested stock options held by Mr. Turenne may be exercised to fifteen months following the Separation Date.

The Separation Agreement also provides for, among other things, a release of claims by Mr. Turenne in favor of the Company and its affiliates; continuing confidentiality, non-solicitation and non-competition obligations applicable to Mr. Turenne under his existing confidentiality, noncompetition and assignment agreement with the Company; non-disparagement and cooperation obligations applicable to Mr. Turenne; and non-disparagement obligations applicable to the Company. In connection with the parties’ execution of the Separation Agreement, Mr. Turenne’s employment agreement with the Company was terminated as of the Agreement Date.

The foregoing summary of the Separation Agreement is qualified in its entirety by reference to the complete text of the Separation Agreement. A copy of the Separation Agreement is filed as an exhibit to this Current Report on Form 8-K and is incorporated herein by reference.

Departure of Omar Khwaja, M.D., Ph.D.

On May 14, 2021, Omar Khwaja, M.D., Ph.D., the Chief Medical Officer and Head of Research and Development of the Company, resigned from his position of Chief Medical Officer and Head of Research and Development and from any and all other positions he holds as an officer and employee of the Company and any of its subsidiaries, effective May 28, 2021.

Appointment of Michael Higgins as Interim President and Chief Executive Officer

On May 19, 2021, the Company and Michael Higgins, the Chairman of the Board, entered into an employment agreement (the “Higgins Agreement”) pursuant to which Mr. Higgins will serve as the Interim President and Chief Executive Officer of the Company, effective as of the Separation Date, and as the principal executive officer of the Company while the Company conducts a search for a permanent Chief Executive Officer. As of the Separation Date, Mr. Higgins will no longer be considered an independent director or be eligible to serve in his current positions on the Audit and Compensation Committees of the Board. Mr. Higgins has agreed to continue to serve as Chairman of the Board during his tenure as Interim President and Chief Executive Officer, subject to his reelection as a Class III director by the stockholders at the Annual Meeting.

Mr. Higgins, age 58, was appointed Chairman of the Board in June 2019. He has been a member of the Board since July 2015. Mr. Higgins is a serial entrepreneur who has helped launch six companies during the past six years. Mr. Higgins has served as Executive Chairman of KinDex Pharmaceuticals, Inc., a biotechnology company (“KinDex”), from March 2016 to March 2020 and served as interim Chief Executive Officer of KinDex from 2016 to 2020. Mr. Higgins has served as chairman of the board of directors of Pulmatrix, Inc., a publicly traded biopharmaceutical company, since April 2020, and has served as a board member of Genocea Biosciences Inc., a publicly traded immuno-oncology company, since February 2015; Nocion Therapeutics, Inc., a biopharmaceutical company, since May 2015; Camp4 Therapeutics Corporation, a biopharmaceutical company, since October 2016; and Sea Pharmaceuticals, LLC, a pharmaceutical company, since October 2016. Mr. Higgins served as Entrepreneur-in-Residence at Polaris Partners, an investment company, from 2015 to 2020. From 2003 to 2014, he served as Senior Vice President, Chief Operating Officer at Ironwood Pharmaceuticals Inc, a pharmaceutical company. Prior to 2003, Mr. Higgins held a variety of senior business positions at Genzyme Corporation, including Vice President of Corporate Finance and Vice President of Business Development. Mr. Higgins earned a B.S. from Cornell University and an M.B.A. from the Amos Tuck School of Business at Dartmouth College.

There are no family relationships between Mr. Higgins and any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. There are no transactions in which Mr. Higgins has an interest requiring disclosure under Item 404(a) of Regulation S-K.

Pursuant to the Higgins Agreement, Mr. Higgins will receive an annualized base salary of \$600,000 and will be entitled to participate in the Company’s employee benefit plans, subject to the terms and conditions of such plans. Pursuant to the Higgins Agreement, the Board also approved the grant to Mr. Higgins, effective as of the Separation Date, of a stock option to purchase 115,000 shares of the Company’s common stock at an exercise price per share equal to the closing price per share of the Company’s common stock on The Nasdaq Global Select Market on the effective date of grant. The option award has a ten-year term and vests monthly over a twelve-month period, subject to Mr. Higgins’ continued service to the Company, including as either an officer or director. The option is subject to the terms and conditions of the applicable award agreement and will be granted pursuant to the Company’s 2015 Stock Option and Incentive Plan. During his service as Interim President and Chief Executive Officer, Mr. Higgins will not receive any separate cash or equity compensation pursuant to the Company’s nonemployee director compensation policy (the “Director Compensation Policy”), including the annual stock option grant made to nonemployee directors in connection with the Annual Meeting.

Mr. Higgins has also executed a standard confidentiality and invention assignment agreement in connection with his employment.

The foregoing summary of the Higgins Agreement is qualified in its entirety by reference to the complete text of the Higgins Agreement. A copy of the Higgins Agreement is filed as an exhibit to this Current Report on Form 8-K and is incorporated herein by reference.

Appointment of Glenn Pierce as Interim Chief Scientific Officer

On May 19, 2021, the Company and Glenn Pierce, M.D., Ph.D., a member of the Board, entered into an employment agreement (the “Pierce Agreement”) pursuant to which Dr. Pierce will serve as the Interim Chief Scientific Officer of the Company, effective as of the Separation Date, and as an executive officer of the Company while the Company conducts its search for Dr. Khwaja’s replacement. As of the Separation Date, Dr. Pierce will no longer be considered an independent director or be eligible to serve in his current position on the Audit Committee of the Board. Dr. Pierce has agreed to continue to serve as a member of the Board during his tenure as Interim Chief Scientific Officer of the Company.

Dr. Pierce, age 66, has been a member of the Board since January 2017. Dr. Pierce has served as consultant at Ambys Medicines, a biotechnology company (“Ambys”), since August 2020 and previously served as Chief Medical Officer of Ambys from August 2018 to August 2020. Since August 2014, Dr. Pierce has served as a consultant to several biotechnology companies. He has served as an Entrepreneur-in-Residence at Third Rock Ventures, LLC, a life sciences venture capital firm focused on the formation, development and strategy of new companies, since January 2016. He retired from Biogen Idec, Inc., a biotechnology company (“Biogen”), in May 2014, where he had worked since March 2009 and most recently served as Senior Vice President leading the Hematology, Cell and Gene Therapies division. Prior to Biogen, he served in a variety of biotech/biopharma firms, including Bayer AG, Inspiration Pharma Ltd., Avigen, Inc., Selective Genetics, Inc., and Amgen, Inc. in the areas of tissue regeneration and hematology research, development, or both. Dr. Pierce is the co-author of more than 150 scientific papers, author of more than 15 patents, and has contributed to the development of several novel marketed proteins. He served on the Medical and Scientific Advisory Council, the Board of Directors and was president of the board of the National Hemophilia Foundation during a span of two decades. Dr. Pierce also served on the Blood Products Advisory Committee at the U.S. Food and Drug Administration and the Committee on Blood Safety and Availability at the U.S. Department of Health and Human Services. He has served on the Board of Directors of the World Federation of Hemophilia since 2015 and as the organization’s Vice President, Medical since 2018. Dr. Pierce has also served on the Board of Directors of publicly traded biopharmaceutical company Global Blood Therapeutics, Inc. since February 2016. Dr. Pierce received a B.A. in Biology, an M.D., and a Ph.D. in immunology, all from Case Western Reserve University in Cleveland, and completed his postgraduate training in pathology and hematology research at Washington University in St. Louis.

There are no family relationships between Dr. Pierce and any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. There are no transactions in which Dr. Pierce has an interest requiring disclosure under Item 404(a) of Regulation S-K.

Pursuant to the Pierce Agreement, Dr. Pierce will receive an annualized base salary of \$300,000 and will be entitled to participate in the Company’s employee benefit plans, subject to the terms and conditions of such plans. Pursuant to the Pierce Agreement, the Board also approved the grant to Dr. Pierce, effective as of the Separation Date, of a stock option to purchase 50,000 shares of the Company’s common stock at an exercise price per share equal to the closing price per share of the Company’s common stock on The Nasdaq Global Select Market on the effective date of grant. The option award has a ten-year term and vests monthly over a twelve-month period, subject to Dr. Pierce’s continued service to the Company, including as either an officer or director. The option is subject to the terms and conditions of the applicable award agreement and will be granted pursuant to the Company’s 2015 Stock Option and Incentive Plan. During his service as Interim Chief Scientific Officer, Dr. Pierce will not receive any separate cash or equity compensation pursuant to the Director Compensation Policy, including the annual stock option grant made to nonemployee directors in connection with the Annual Meeting.

Dr. Pierce has also executed a standard confidentiality and invention assignment agreement in connection with his employment.

The foregoing summary of the Pierce Agreement is qualified in its entirety by reference to the complete text of the Pierce Agreement. A copy of the Pierce Agreement is filed as an exhibit to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit

No.	Description
10.1	Transition, Separation and Release of Claims Agreement, by and between the Registrant and G. Andre Turenne, dated May 19, 2021.
10.2	Employment Agreement, by and between the Registrant and Michael Higgins, dated May 19, 2021.
10.3	Employment Agreement, by and between the Registrant and Glenn Pierce, M.D., Ph.D., dated May 19, 2021.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

SIGNATURES

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

Date: May 19, 2021

VOYAGER THERAPEUTICS, INC.

By: /s/ Allison Dorval
Allison Dorval
Chief Financial Officer
(Principal Financial and Accounting Officer)

TRANSITION, SEPARATION AND RELEASE OF CLAIMS AGREEMENT

This Transition, Separation and Release of Claims Agreement (the "Agreement") is made as of the Agreement Effective Date (as defined below) by and between Voyager Therapeutics, Inc. (the "Company") and Gaetan Andre Turenne ("Executive") (together, the "Parties").

WHEREAS, the Company and Executive are parties to the Employment Agreement dated as of June 28, 2018 (the "Employment Agreement"), under which Executive currently serves as President and Chief Executive Officer of the Company;

WHEREAS, the Parties have agreed to establish terms for Executive's transition and separation from employment with the Company; and

WHEREAS, the Parties agree that the payments, benefits and rights set forth in this Agreement shall be the exclusive payments, benefits and rights due Executive in connection with his transition and separation from employment with the Company;

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

1. **Separation Date; Resignation from Position(s); Transition Period** -

(a) Executive and the Company have mutually agreed that Executive's effective date of separation from employment with the Company, including specifically from his position as President and Chief Executive Officer of the Company and from any and all other positions he holds as an officer of the Company or any subsidiary, will be (i) the date of the Company's 2021 Annual Meeting of Stockholders (the "2021 Annual Meeting"), which is currently scheduled to be held on June 3, 2021 or (ii) such earlier date as may be mutually agreed upon by the Company and Executive (the "Separation Date"). As a result of this Agreement with the Company, Executive hereby resigns, as of the Separation Date, from his position as President and Chief Executive Officer and from any and all other positions he holds as an officer of the Company or any subsidiary of the Company. Further, Executive hereby provides notice, and hereby resigns, as a member of the Company's Board of Directors (the "Board") immediately following adjournment of the 2021 Annual Meeting, and as a member of the Board of Directors of any subsidiary of the Company. Executive agrees to execute and deliver any documents reasonably necessary to effectuate such resignations as requested by the Company.

(b) As of the Agreement Effective Date, the Employment Agreement will terminate and be of no further force or effect; provided, however, that Executive's Confidentiality, Noncompetition and Assignment Agreement dated June 28, 2018, attached hereto as Attachment B, into which Executive previously entered in connection with his employment by the Company (the "Restrictive Covenants Agreement") shall remain in full force and effect both during the Transition Period (as defined below) and thereafter. Notwithstanding the foregoing, the Company retains the right to terminate Executive's employment prior to the Separation Date for Cause (as defined in the Employment Agreement).

(c) The period between the Agreement Effective Date and the Separation Date will be a transition period (the "Transition Period"). During the Transition Period, Executive will consult with the Chairman of the Board of the Company (the "Chairman") in advance of making any decisions or undertaking any activities that could have a material effect on the business or operations of the Company, including communications to employees, partners, vendors and other parties regarding his transition. Executive further agrees that, during the Transition Period, Executive will work cooperatively with the Chairman, and will use his best efforts to professionally, timely and cooperatively perform such additional activities as may be reasonably requested by the Chairman, including, without limitation, assisting with the transition of his duties and responsibilities to the Chairman and the transition of matters related to his operating duties and responsibilities to appropriate employees of the Company, as requested by the Chairman. During the Transition Period, Executive will continue to receive his current base salary, to participate in the Company's benefit plans (pursuant to the terms and conditions of such plans) and to be entitled to vacation time in accordance with Company policy.

(d) In connection with Executive's separation from employment, Executive shall be paid, in accordance with applicable law and the Company's regular payroll practices, all unpaid base salary earned through his Separation Date, any amounts for accrued unused vacation time to which Executive is entitled through such date in accordance with Company policy, and reimbursement of any properly incurred unreimbursed business expenses incurred through such date (together, the "Accrued Obligations"). As of Executive's Separation Date, all salary payments from the Company will cease and any benefits Executive had as of such date under Company-provided benefit plans, programs, or practices will terminate, except as required by federal or state law or as otherwise specifically set forth in this Agreement. For the avoidance of doubt, Executive may, if eligible, elect to continue receiving group medical insurance pursuant to applicable "COBRA" law (COBRA materials containing details regarding such benefits will be provided to Executive under separate cover in accordance with applicable law).

2. **Consideration** – In consideration of Executive's entering into and abiding by the commitments and obligations set forth in this Agreement, and provided Executive (i) signs and returns this Agreement at or before 2:00 p.m. Eastern time on Wednesday, May 19, 2021, (ii) continues employment through the Separation Date in accordance with the terms hereof, and (iii) signs and returns the Additional Release of Claims attached hereto as Attachment A (the "Additional Release") no earlier than the Separation Date but by the later of the Separation Date and the twenty-second (22nd) day after the Receipt Date, and does not timely revoke such Additional Release, and (iv) complies with the terms of this Agreement, the Additional Release, and the Restrictive Covenants Agreement, the Company will provide Executive with the following (the "Consideration"):

(a) **Severance Pay** – Commencing on the Company's first regularly scheduled payroll date that follows the Additional Release Effective Date (as defined below) (the "Payment Commencement Date"), and continuing for twelve (12) months following the Payment Commencement Date (the "Severance Payment Period"), Executive will receive during the Severance Payment Period severance pay in the form of salary continuation payments, less all applicable taxes and withholdings, in accordance with the Company's regular payroll practices, resulting in an aggregate payment to Executive of an amount equal to Executive's annualized base salary in effect on the Separation Date.

(b) **Group Health Insurance** – Should Executive be eligible for and timely elect to continue receiving group health and/or dental insurance coverage under the law known as COBRA, the Company shall, commencing on the Separation Date, and continuing until the earlier of (x) the date that is twelve (12) months following the Separation Date, and (y) the end of the calendar month in which Executive becomes eligible to receive group health insurance coverage under another employer's benefit plan (the "COBRA Contribution Period"), pay on Executive's behalf the portion of the premium for such coverage that it pays on behalf of active and similarly situated employees receiving the same type of coverage. The balance of such premiums during the COBRA Contribution Period (if any and to the extent not required to be paid by the Company pursuant to applicable law), and all premium costs after the COBRA Contribution Period, shall be paid by Executive on a monthly basis during the elected period of health insurance coverage under COBRA for as long as, and to the extent that, he remains eligible for and elects to remain enrolled in COBRA continuation coverage. Executive agrees that, should he become eligible for group health insurance coverage from another employer prior to the date that is twelve (12) months following the Separation Date, he will so inform the Company in writing within five (5) business days of becoming eligible for such coverage.

(c) 2021 Bonus – The Company shall provide Executive with a prorated annual bonus payment for calendar year 2021 in the amount calculated by multiplying 100% of Executive’s current target bonus by a fraction, the numerator of which is the number of days in 2021 up to the Separation Date and the denominator of which equals 365, less applicable taxes and withholdings (the “2021 Bonus Payment”). The 2021 Bonus Payment shall be divided by the number of regularly scheduled pay periods occurring during the Severance Pay Period, and the quotient of such division shall be paid, less all applicable taxes and withholdings, to Executive in accordance with the Company’s regular payroll practices commencing on the Payment Commencement Date.

(d) Equity Award Acceleration/Extension of Option Exercise Period – Effective as of the Additional Release Effective Date, the vesting of each outstanding equity award granted to the Executive by the Company (each, an “Equity Award”) shall accelerate and such Equity Awards shall become free from forfeiture with respect to the number of shares of Company common stock that would have become vested and free from forfeiture had the Executive remained employed with the Company for a period of twelve (12) months following the Separation Date. With respect to any Equity Awards in the form of restricted stock units, upon the vesting of such awards pursuant to the previous sentence, the Company shall retain from the shares of Company common stock that would otherwise be delivered to the Executive a number of shares having a value equal to the minimum statutory withholding due with respect to the vesting of such restricted stock units. With respect to any Equity Awards in the form of stock options, such options shall be exercisable for a period of fifteen (15) months following the Separation Date (but in no event later than the original expiration date of such options), and shall be treated as nonqualified stock options for tax purposes even if such options were intended to be incentive stock option at the time of grant. Except as otherwise set forth in this Section 2(d), the Equity Awards shall remain subject to the terms of the applicable Equity Award agreement and the plan under which each such Equity Award was granted. The portion of each stock option that does not vest on the Additional Release Effective Date shall be cancelled and terminated as of the Separation Date and shall be of no further force or effect following the Separation Date.

Other than the Consideration and the Accrued Obligations, Executive will not be eligible for, nor shall he have a right to receive, any payments or benefits from the Company following the Separation Date.

For the avoidance of doubt, Executive acknowledges that he is not eligible for or entitled to receive any severance benefits pursuant to the Employment Agreement, and further acknowledges that he will not be eligible to receive the Consideration (or any payments or benefits from the Company other than the Accrued Obligations) if he fails to timely enter into this Agreement and the Additional Release or if his employment is terminated by the Company for Cause or by him for any reason prior to the Separation Date, or if he fails to comply with his obligations under this Agreement or the Restrictive Covenants Agreement.

3. **Release of Claims** – In exchange for the consideration set forth in this Agreement, which Executive acknowledges he would not otherwise be entitled to receive, Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Company, its affiliates, subsidiaries, parent companies, predecessors, and successors, and all of its and their respective past and present officers, directors, stockholders, partners, members, employees, agents, representatives, plan administrators, attorneys, insurers and fiduciaries (each in their individual and corporate capacities) (collectively, the “Released Parties”) from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys’ fees and costs), of every kind and nature that Executive ever had or now has against any or all of the Released Parties up to the date on which he signs this Agreement, whether known or unknown, including, but not limited to, any and all claims arising out of or relating to Executive’s employment with or separation from, and/or ownership of securities of the Company, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Worker Adjustment and Retraining Notification Act (“WARN”), 29 U.S.C. § 2101 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., Executive Order 11246, Executive Order 11141, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001 et seq., all as amended; all claims arising out of the Massachusetts Fair Employment Practices Act, Mass. Gen. Laws ch. 151B, § 1 et seq., the Massachusetts Civil Rights Act, Mass. Gen. Laws ch. 12, §§ 11H and 11I, the Massachusetts Equal Rights Act, Mass. Gen. Laws ch. 93, § 102 and Mass. Gen. Laws ch. 214, § 1C, the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq., Mass. Gen. Laws ch. 214, § 1B (Massachusetts right of privacy law), the Massachusetts Maternity Leave Act, Mass. Gen. Laws ch. 149, § 105D, and the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D, all as amended; all rights and claims under the Massachusetts Wage Act, Mass. Gen. Laws ch. 149, § 148 et seq., as amended (Massachusetts law regarding payment of wages and overtime), including any rights or claims thereunder to unpaid wages, including overtime, bonuses, commissions, and accrued, unused vacation time); all common law claims including, but not limited to, actions in defamation, intentional infliction of emotional distress, misrepresentation, fraud, wrongful discharge, and breach of contract (including, without limitation, all claims arising out of or related to the Employment Agreement); all claims to any non-vested ownership interest in the Company, contractual or otherwise (except for any such interests that continue to vest during the Transition Period due to Executive’s continued employment during such period); all state and federal whistleblower claims to the maximum extent permitted by law; and any claim or damage arising out of Executive’s employment with and/or separation from the Company (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above; provided, however, that this release of claims shall not (i) prevent Executive from filing a charge with, cooperating with, or participating in any investigation or proceeding before, the Equal Employment Opportunity Commission or a state fair employment practices agency (except that Executive acknowledges that he may not recover any monetary benefits in connection with any such charge, investigation, or proceeding, and Executive further waives any rights or claims to any payment, benefit, attorneys’ fees or other remedial relief in connection with any such charge, investigation or proceeding), (ii) deprive Executive of his rights with respect to the Consideration, or any vested rights under any employee benefit plan or policy, stock plan or deferred compensation arrangement, or any health care continuation to the extent required by applicable law; (iii) deprive Executive of any rights Executive may have to be indemnified by the Company as provided in any agreement between the Company and Executive or pursuant to the Company’s Certificate of Incorporation or by-laws; or (iv) apply to any claims under the Age Discrimination in Employment Act.

4. **Ongoing Obligations** – Executive acknowledges and reaffirms his obligation, except as otherwise permitted by Section 8 below, both during the Transition Period and thereafter, to keep confidential and not to use or disclose any and all non-public information concerning the Company acquired by him during the course of his employment with the Company, including, but not limited to, any non-public information concerning the Company’s business, operations, products, programs, affairs, performance, personnel, technology, science, intellectual property, plans, strategies, approaches, prospects, financial condition or development related matters. Executive also acknowledges all of his continuing obligations pursuant to the Restrictive Covenants Agreement, which survive his separation from employment with the Company and shall remain in full force and effect.
5. **Non-Disparagement** – Executive understands and agrees that, except as otherwise permitted by Section 8 below, he will not, either during the Transition Period or thereafter, in public or private, make any false, disparaging, negative, critical, adverse, derogatory or defamatory statements, whether orally or in writing, including online (including, without limitation, on any social media, networking, or employer review site) or otherwise, to any person or entity, including, but not limited to, any media outlet, industry group, key opinion leader, financial institution, research analyst or current or former employee, board member, consultant, shareholder, client or customer of the Company, regarding the Company, or any of the other Released Parties, or regarding the Company’s business, operations, products, programs, affairs, performance, personnel, technology, science, intellectual property, plans, strategies, approaches, prospects, financial condition or development related matters. For the avoidance of doubt, the foregoing shall not prevent Executive from stating or repeating factual information with respect to the Company or its assets which is otherwise publicly available. The Company agrees to instruct the members of its management team not to, either during the Transition Period or thereafter, in public or private, make any false or defamatory statements, whether orally or in writing, including online (including, without limitation, on any social media or networking site) or otherwise, to any person or entity, including, but not limited to, any media outlet, industry group, key opinion leader, financial institution, research analyst or current or former employee, board member, consultant, shareholder, client or customer of the Company, regarding Executive; provided, however, that nothing herein shall be construed as requiring the Company to issue an instruction limiting or restricting such individuals from engaging in discussions in the regular course of business about Executive’s work during the Transition Period, or from disclosing events or circumstances in such manner as they or the Company deem necessary to comply with or satisfy their or the Company’s disclosure, reporting or other obligations under applicable law.
6. **Return of Company Property** – Executive confirms that, no later than the Separation Date (or at such earlier time as requested by the Company), he will return to the Company all property of the Company, tangible or intangible, including but not limited to keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones, tablets, etc.), Company identification and any other Company-owned property in his possession or control and that he will leave intact all electronic Company documents, including but not limited to those that he developed or helped to develop during his employment. Executive further confirms that, no later than the Separation Date (or at such earlier time as requested by the Company), he will cancel all accounts for his benefit, if any, in the Company’s name, including but not limited to, credit cards, telephone charge cards, cellular phone and/or wireless data accounts and computer accounts.

7. **Confidentiality** – Executive understands and agrees that, except as otherwise permitted by Section 8 below, the contents of the negotiations and discussions resulting in this Agreement shall be maintained as confidential by Executive and his agents and representatives and shall not be disclosed except as otherwise agreed to in writing by the Company and except to his immediate family, legal, financial and tax advisors, on the condition that any individuals so informed must hold the above information in strict confidence.
8. **Scope of Disclosure Restrictions** – Nothing in this Agreement or elsewhere prohibits Executive from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government agencies, filing a complaint with government agencies, or participating in government agency investigations or proceedings. Executive is not required to notify the Company of any such communications; provided, however, that nothing herein authorizes the disclosure of information Executive obtained through a communication that was subject to the attorney-client privilege. Further, notwithstanding Executive’s confidentiality and nondisclosure obligations, Executive is hereby advised as follows pursuant to the Defend Trade Secrets Act: “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.”
9. **Post-Employment Assistance and Cooperation** – For a period of one (1) year following the Separation Date, Executive agrees to provide reasonable and good faith transition assistance to the Company, including as may be reasonably requested by the Chairman and as otherwise required to support the transition of his duties. Executive acknowledges and agrees that the Consideration constitutes sufficient compensation and consideration for the performance of such assistance after the Separation Date, and that Executive will not be entitled to any additional compensation for such assistance, except as set forth below with respect to Disputes (defined below) or unless approved in writing by the Chairman.

Executive agrees that, to the extent permitted by law, Executive shall cooperate fully with the Company in the investigation, defense or prosecution of any claims or actions which already have been brought, are currently pending, or which may be brought in the future against the Company by a third party or by or on behalf of the Company against any third party, whether before a state or federal court, any state or federal government agency, or a mediator or arbitrator (“Disputes”). Executive’s full cooperation in connection with such Disputes shall include, but not be limited to, being available to meet with the Company’s counsel, at reasonable times and locations designated by the Company, to investigate or prepare the Company’s claims or defenses, to prepare for trial or discovery or an administrative hearing, mediation, arbitration or other proceeding, to provide any relevant information in his possession, and to act as a witness when requested by the Company. The Company will reimburse Executive for all reasonable and documented out of pocket costs that he incurs to comply with this paragraph. The Company will also pay Executive an hourly consulting fee of \$300 per hour for time spent assisting on a Dispute in accordance with this paragraph, provided, however, that the Company will not pay Executive for the first two hours of time spent cooperating on any given matter or issue, and further provided that the Company will not at any time pay Executive any fee for time spent providing testimony in any arbitration, trial, administrative hearing or other proceeding. Executive further agrees that, to the extent permitted by law, he will notify the Company promptly in the event that he is served with a subpoena (other than a subpoena issued by a government agency), or in the event that he is asked to provide a third party (other than a government agency) with information concerning any actual or potential complaint or claim against the Company.

10. **Amendment and Waiver** – This Agreement and the Additional Release, upon their respective effective dates, shall be binding upon the Parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of the Parties. This Agreement and the Additional Release are binding upon and shall inure to the benefit of the Parties and their respective agents, assigns, heirs, executors/administrators/personal representatives, and successors. No delay or omission by the Company in exercising any right under this Agreement or the Additional Release shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.
11. **Validity** – Should any provision of this Agreement or the Additional Release be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement or the Additional Release.
12. **Nature of Agreement** – Both Parties understand and agree that this Agreement is a separation and release of claims agreement and does not constitute an admission of liability or wrongdoing on the part of the Company or Executive.
13. **Time for Consideration and Revocation** – Executive acknowledges that he was initially presented with this Agreement on May 17, 2021 (the “Receipt Date”). Executive understands that this Agreement shall be of no force or effect unless he signs and returns this Agreement at or before 2:00 p.m. Eastern time on Wednesday, May 19, 2021 (the day of such execution, the “Agreement Effective Date”). Executive further understands that he will not be eligible to receive the Consideration unless he timely signs, returns, and does not revoke the Additional Release.
14. **Acknowledgments** – Executive acknowledges that he has been given a reasonable amount of time to consider this Agreement, and at least twenty-one (21) days from the Receipt Date to consider the Additional Release (such 21-day period, the “Consideration Period”), and that the Company is hereby advising him to consult with an attorney of his own choosing prior to signing this Agreement and the Additional Release. Executive further acknowledges and agrees that any changes made to this Agreement or any exhibits or attachments hereto following his initial receipt of this Agreement on the Receipt Date, whether material or immaterial, shall not re-start or affect in any manner the Consideration Period. Executive understands that he may revoke the Additional Release for a period of seven (7) days after he signs it by notifying the Company in writing, and that the release shall not be effective or enforceable until the expiration of the seven (7) day revocation period (the day immediately following expiration of such revocation period, the “Additional Release Effective Date”). Executive understands and agrees that by entering into the Additional Release he will be waiving any and all rights or claims he might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that he will have received consideration beyond that to which he was previously entitled.
15. **Voluntary Assent** – Executive affirms that no other promises or agreements of any kind have been made to or with Executive by any person or entity whatsoever to cause him to sign this Agreement, and that he fully understands the meaning and intent of this Agreement and that he has had the opportunity to consult with counsel of his own choosing. Executive further states and represents that he has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs his name of his own free act.

16. **Governing Law** – This Agreement and the Additional Release shall be interpreted and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of laws provisions. Each of the Company and Executive hereby irrevocably submits to and acknowledges and recognizes the exclusive jurisdiction and venue of the courts of the Commonwealth of Massachusetts, or if appropriate, the United States District Court for the District of Massachusetts (which courts, for purposes of this Agreement and the Additional Release, are the only courts of competent jurisdiction), over any suit, action or other proceeding arising out of, under or in connection with this Agreement and the Additional Release or the subject matter thereof.
17. **Entire Agreement** – This Agreement, including the Additional Release and the Restrictive Covenants Agreement, contains and constitutes the entire understanding and agreement between the Parties hereto with respect to Executive’s transition and separation from the Company, and the settlement of claims against the Company, and cancels all previous oral and written negotiations, agreements, commitments and writings in connection therewith, including, without limitation, the Employment Agreement.
18. **Counterparts** – This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Facsimile and PDF signatures shall be deemed to be of equal force and effect as originals.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement as of the date(s) written below.

VOYAGER THERAPEUTICS, INC.

By: /s/ Michael Higgins

Date: May 19, 2021

Name: Michael Higgins

Title: Chairman of the Board

I hereby agree to the terms and conditions set forth above. I have been given a reasonable amount of time to consider this Agreement and I have chosen to execute this on the date below. I further understand that my receipt of the Consideration is contingent upon my timely execution, return and non-revocation of the Additional Release, and that I have been given at least twenty-one (21) days to consider such Additional Release, and will have seven (7) days in which to revoke my acceptance after I sign such Additional Release.

GAETAN ANDRE TURENNE

/s/ G. Andre Turenne

Date: May 19, 2021

[Signature Page to Transition, Separation and Release of Claims Agreement]

EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”) is made as of May 19, 2021 (the “Effective Date”) by and between Voyager Therapeutics, Inc. (the “Company”) and Michael Higgins (the “Executive”).

1. **Employment.** The Company and the Executive desire that the Executive be employed as the Company’s interim President and Chief Executive Officer. The employment relationship between the Company and the Executive shall be governed by this Agreement. The Executive’s first day of employment (the “Commencement Date”) shall be on a day to be mutually agreed upon by the Company and the Executive, but shall not be later than the date following the date of the Company’s 2021 Annual Meeting of Stockholders (the “2021 Annual Meeting”), which is currently scheduled to be held on June 3, 2021. The Executive will cease to be employed by the Company and shall cease to be the Company’s interim President and Chief Executive Officer on the first day of employment of a permanent President and Chief Executive Officer elected by the Company’s Board of Directors (the “Board”); provided, however, that at all times, the Executive’s employment with the Company will be “at-will,” meaning that the Executive’s employment may be terminated by the Company or the Executive at any time and for any reason, subject to the terms of this Agreement. For the avoidance of doubt, it is anticipated that the Executive will remain a member and Chairman of the Board both during his employment with the Company and immediately thereafter.

2. **Position, Reporting and Duties.** The Executive will report to the Board and will serve on an interim basis as the President and Chief Executive Officer of the Company, with the traditional power and duties of such office in companies of similar size to the Company and carrying out such additional executive level duties as may be reasonably assigned by the Board. The Executive shall devote substantially all of the Executive’s working time and efforts to the business and affairs of the Company and shall not engage in any other business activities without the prior written approval of the Board and provided that such activities do not create a conflict of interest or otherwise interfere with the Executive’s performance of the Executive’s duties to the Company. Notwithstanding the foregoing, the Board hereby acknowledges and approves the Executive’s continued participation as a director of all companies on which the Executive is serving as a member of the board of directors as of the Effective Date, and the Executive may serve in religious or charitable activities, and/or may continue in other professional activities in which the Executive is engaged as of the Effective Date and of which the Company is aware, as long as such services and activities do not create a conflict of interest or otherwise interfere with the Executive’s performance of the Executive’s duties to the Company. The normal place of work will be the Company’s facilities located in Cambridge, MA and Lexington, MA. It is understood and agreed that the Executive will generally be on-site in Cambridge, unless the Executive is traveling on behalf of the Company or access to the Company’s facilities is restricted pursuant to governmental or industry created mandates or guidelines.

3. **Compensation and Related Matters.**

(a) **Base Salary.** The Executive’s annualized base salary is \$600,000, which is subject to review and redetermination by the Company from time to time. The annualized base salary in effect at any given time is referred to herein as “Base Salary.” The Base Salary will be payable in a manner that is consistent with the Company’s usual payroll practices for senior executives. For the avoidance of doubt, the Executive will not receive any compensation for the Executive’s Board service while he is employed by the Company pursuant to this Agreement.

(b) **Equity.** Based on the recommendation of the Company's Compensation Committee, the Board has authorized a grant to the Executive effective on the Commencement Date (the "Grant Date") of an option to purchase 115,000 shares of Common Stock ("Common Stock") of the Company (the "Option Award"). The shares underlying the Option Award (the "Option Shares") will have an exercise price per share equal to the closing price of the Common Stock on the NASDAQ Global Select Market on the Grant Date. The Option Shares will vest on a monthly basis at the end of each month over a one (1) year period by means of twelve consecutive monthly installments of 9,583 Option Shares for the first eleven (11) consecutive months and 9,587 Option Shares for the 12th consecutive month, subject to the Executive's continued service to the Company, including employment or continued Board service, on such vesting dates. The Option Award will be subject to and governed by the terms and conditions of the applicable equity award agreement between the Executive and the Company and the plan under which the option is granted. For the avoidance of doubt, the Executive will not be eligible for any equity grant(s) that may be awarded to other members of the Board at the 2021 Annual Meeting.

(d) **Employee Benefits.** The Executive will be entitled to participate in the Company's employee benefit plans, subject to the terms and the conditions of such plans, and the Company's ability to amend and modify such plans at any time and from time to time without advance notice.

(e) **Reimbursement of Business Expenses.** The Company shall reimburse the Executive for travel, entertainment, business development and other expenses reasonably and necessarily incurred by the Executive in connection with the Company's business. Expense reimbursement shall be subject to such policies that the Company may adopt from time to time, including with respect to pre-approval.

4. **Compensation in Connection with a Termination for any Reason.** If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) any earned but unpaid Base Salary, unpaid expense reimbursements, and vested employee benefits.

5. **Confidentiality and Invention Assignment Agreement.** The Executive acknowledges and agrees that he must execute the Confidentiality and Invention Assignment Agreement (the "Confidentiality Agreement") between the Company and the Executive, attached hereto as Exhibit A, as a condition of his employment with the Company. The terms of the Confidentiality Agreement are incorporated by reference in this Agreement and the Executive hereby reaffirms the terms of the Confidentiality Agreement as a material term of this Agreement.

6. **Taxes.** All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. The Executive hereby acknowledges that the Company does not have a duty to design its compensation policies in a manner that minimizes tax liabilities.

7. Notice and Date of Termination.

(a) **Notice of Termination.** The Executive's employment with the Company may be terminated by the Company or the Executive at any time and for any reason. Any termination of the Executive's employment (other than by reason of death) shall be communicated in a notice of termination from one party hereto to the other party hereto (a "Notice of Termination") in accordance with this Agreement.

(b) **Date of Termination.** "Date of Termination" shall mean: (i) if the Executive's employment is terminated by the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination; provided, however, that, notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in the termination being deemed a termination by the Company.

8. Litigation and Regulatory Cooperation. During and after the Executive's employment, and at all times, so long as there is not a significant conflict with the Executive's then employment, the Executive shall cooperate reasonably with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's reasonable cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate reasonably with the Company in connection with any investigation or review of the Company by any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out of pocket expenses incurred in connection with the Executive's performance of the obligations set forth in this Section.

9. Relief. If the Executive breaches, or proposes to breach, any portion of this Agreement, including the Confidentiality Agreement, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach, and, if applicable, the Company shall have the right to suspend or terminate the payments and benefits provided to the Executive, as applicable. Such suspension or termination shall not limit the Company's other options with respect to relief for such breach and shall not relieve the Executive of his duties under this Agreement and the Confidentiality Agreement.

10. **Scope of Disclosure Restrictions.** Nothing in this Agreement or the Confidentiality Agreement prohibits the Executive from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government agencies, filing a complaint with government agencies, or participating in government agency investigations or proceedings. The Executive is not required to notify the Company of any such communications; provided, however, that nothing herein authorizes the disclosure of information the Executive obtained through a communication that was subject to the attorney-client privilege. Further, notwithstanding the Executive's confidentiality and nondisclosure obligations, the Executive is hereby advised as follows pursuant to the Defend Trade Secrets Act: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

11. **Governing Law; Consent to Jurisdiction; Forum Selection.** The resolution of any disputes as to the meaning, effect, performance or validity of this Agreement or the Confidentiality Agreement, or arising out of, related to, or in any way connected with the Executive's employment with the Company or any other relationship between the Executive and the Company ("Disputes") will be governed by the law of the Commonwealth of Massachusetts, excluding laws relating to conflicts or choice of law. The Executive and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts in connection with any Dispute or any claim related to any Dispute and agree that any claims or legal action shall be commenced and maintained solely in a state or federal court located in the Commonwealth of Massachusetts.

12. **Integration.** This Agreement constitutes the entire agreement between the parties with respect to the Executive's employment, including, but not limited to, his compensation and benefits, and supersedes in all respects all prior agreements between the parties concerning such subject matter. Notwithstanding the foregoing, the Confidentiality Agreement, and any other agreement or obligation relating to confidentiality, noncompetition, non-solicitation or assignment of inventions, shall not be superseded by this Agreement, and the Executive acknowledges and agrees that any such agreements and obligations remain in full force and effect. For purposes of this Agreement, the Company shall include affiliates and subsidiaries thereof.

13. **Enforceability.** If any portion or provision of this Agreement (including, without limitation, any portion or provision of any Section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Waiver.** No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. **Notices.** Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and (i) sent by email to the email addresses used by the Company's General Counsel or by the Executive (as applicable) in their usual course of business; (ii) delivered by hand; (iii) sent by a nationally recognized overnight courier service or (iv) sent by registered or certified mail, postage prepaid, return receipt requested, in each case (clauses (iii) and (iv)) to the Executive at the last address the Executive has filed in writing with the Company, or (as applicable) to the Company at its main office, attention of the Company's General Counsel.

16. **Amendment.** This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

17. **Assignment and Transfer by the Company; Successors.** The Company shall have the right to assign and/or transfer this Agreement to any entity or person, including without limitation the Company's parents, subsidiaries, other affiliates, successors, and acquirers of Company stock or other assets, provided that such entity or person receives all or substantially all of the Company's assets. The Executive hereby expressly consents to such assignment and/or transfer. This Agreement shall inure to the benefit of and be enforceable by the Company's assigns, successors, acquirers and transferees.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

VOYAGER THERAPEUTICS, INC.

By: /s/ Robert W. Hesslein

Name: Robert W. Hesslein

Title: SVP & General Counsel

EXECUTIVE:

/s/ Michael Higgins

Michael Higgins

EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”) is made as of May 19, 2021 (the “Effective Date”) by and between Voyager Therapeutics, Inc. (the “Company”) and Glenn Pierce (the “Executive”).

1. **Employment.** The Company and the Executive desire that the Executive be employed as the Company’s interim Chief Scientific Officer. The employment relationship between the Company and the Executive shall be governed by this Agreement. The Executive’s first day of employment (the “Commencement Date”) shall be on a day to be mutually agreed upon by the Company and the Executive, but shall not be later than the date following the date of the Company’s 2021 Annual Meeting of Stockholders (the “2021 Annual Meeting”), which is currently scheduled to be held on June 3, 2021. The Executive will cease to be employed by the Company and shall cease to be the Company’s interim Chief Scientific Officer on the first day of employment of a permanent Chief Scientific Officer approved by the Company; provided, however, that at all times, the Executive’s employment with the Company will be “at-will,” meaning that the Executive’s employment may be terminated by the Company or the Executive at any time and for any reason, subject to the terms of this Agreement. For the avoidance of doubt, it is anticipated that the Executive will remain a member of the Board both during his employment with the Company and immediately thereafter.

2. **Position, Reporting and Duties.** The Executive will report to the Company’s Chief Executive Officer and the Board and will serve on an interim basis as the Chief Scientific Officer of the Company, with the traditional power and duties of such office in companies of similar size to the Company and carrying out such additional executive level duties as may be reasonably assigned by the Board. The Executive shall devote fifty percent (50%) of the Executive’s working time and efforts to the business and affairs of the Company and shall not engage in any other business activities without the prior written approval of the Board and provided that such activities do not create a conflict of interest or otherwise interfere with the Executive’s performance of the Executive’s duties to the Company. Notwithstanding the foregoing, the Board hereby acknowledges and approves the Executive’s continued participation as a director of all companies on which the Executive is serving as a member of the board of directors as of the Effective Date, and the Executive may serve in religious or charitable activities, and/or may continue in other professional activities in which the Executive is engaged as of the Effective Date and of which the Company is aware, as long as such services and activities do not create a conflict of interest or otherwise interfere with the Executive’s performance of the Executive’s duties to the Company. The Executive will normally work remotely from his home in California, unless the Executive is traveling to Cambridge, MA or otherwise on behalf of the Company.

3. **Compensation and Related Matters.**

(a) **Base Salary.** The Executive’s annualized base salary is \$300,000, which is subject to review and redetermination by the Company from time to time. The annualized base salary in effect at any given time is referred to herein as “Base Salary.” The Base Salary will be payable in a manner that is consistent with the Company’s usual payroll practices for senior executives. For the avoidance of doubt, the Executive will not receive any compensation for the Executive’s Board service while he is employed by the Company pursuant to this Agreement.

(b) **Equity.** Based on the recommendation of the Company's Compensation Committee, the Board has authorized a grant to the Executive effective on the Commencement Date (the "Grant Date") of an option to purchase 50,000 shares of Common Stock ("Common Stock") of the Company (the "Option Award"). The shares underlying the Option Award (the "Option Shares") will have an exercise price per share equal to the closing price of the Common Stock on the NASDAQ Global Select Market on the Grant Date. The Option Shares will vest on a monthly basis at the end of each month over a one (1) year period by means of twelve consecutive monthly installments of 4,166 Option Shares for the first eleven (11) consecutive months and 4,174 Option Shares for the 12th consecutive month, subject to the Executive's continued service to the Company, including employment or continued Board service, on such vesting dates. The Option Award will be subject to and governed by the terms and conditions of the applicable equity award agreement between the Executive and the Company and the plan under which the option is granted. For the avoidance of doubt, the Executive will not be eligible for any equity grant(s) that may be awarded to other members of the Board at the 2021 Annual Meeting.

(d) **Employee Benefits.** The Executive will be entitled to participate in the Company's employee benefit plans, subject to the terms and the conditions of such plans, and the Company's ability to amend and modify such plans at any time and from time to time without advance notice.

(e) **Reimbursement of Business Expenses.** The Company shall reimburse the Executive for travel, entertainment, business development and other expenses reasonably and necessarily incurred by the Executive in connection with the Company's business. Expense reimbursement shall be subject to such policies that the Company may adopt from time to time, including with respect to pre-approval.

4. Compensation in Connection with a Termination for any Reason. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) any earned but unpaid Base Salary, unpaid expense reimbursements, and vested employee benefits.

5. Confidentiality and Invention Assignment Agreement. The Executive acknowledges and agrees that he must execute the Confidentiality and Invention Assignment Agreement (the "Confidentiality Agreement") between the Company and the Executive, attached hereto as Exhibit A, as a condition of his employment with the Company. The terms of the Confidentiality Agreement are incorporated by reference in this Agreement and the Executive hereby reaffirms the terms of the Confidentiality Agreement as a material term of this Agreement.

6. Taxes. All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. The Executive hereby acknowledges that the Company does not have a duty to design its compensation policies in a manner that minimizes tax liabilities.

7. Notice and Date of Termination.

(a) **Notice of Termination.** The Executive's employment with the Company may be terminated by the Company or the Executive at any time and for any reason. Any termination of the Executive's employment (other than by reason of death) shall be communicated in a notice of termination from one party hereto to the other party hereto (a "Notice of Termination") in accordance with this Agreement.

(b) **Date of Termination.** "Date of Termination" shall mean: (i) if the Executive's employment is terminated by the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination; provided, however, that, notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in the termination being deemed a termination by the Company.

8. Litigation and Regulatory Cooperation. During and after the Executive's employment, and at all times, so long as there is not a significant conflict with the Executive's then employment, the Executive shall cooperate reasonably with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's reasonable cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate reasonably with the Company in connection with any investigation or review of the Company by any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out of pocket expenses incurred in connection with the Executive's performance of the obligations set forth in this Section.

9. Relief. If the Executive breaches, or proposes to breach, any portion of this Agreement, including the Confidentiality Agreement, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach, and, if applicable, the Company shall have the right to suspend or terminate the payments and benefits provided to the Executive, as applicable. Such suspension or termination shall not limit the Company's other options with respect to relief for such breach and shall not relieve the Executive of his duties under this Agreement and the Confidentiality Agreement.

10. **Scope of Disclosure Restrictions.** Nothing in this Agreement or the Confidentiality Agreement prohibits the Executive from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government agencies, filing a complaint with government agencies, or participating in government agency investigations or proceedings. The Executive is not required to notify the Company of any such communications; provided, however, that nothing herein authorizes the disclosure of information the Executive obtained through a communication that was subject to the attorney-client privilege. Further, notwithstanding the Executive's confidentiality and nondisclosure obligations, the Executive is hereby advised as follows pursuant to the Defend Trade Secrets Act: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

11. **Governing Law; Consent to Jurisdiction.** The resolution of any disputes as to the meaning, effect, performance or validity of this Agreement or the Confidentiality Agreement, or arising out of, related to, or in any way connected with the Executive's employment with the Company or any other relationship between the Executive and the Company ("Disputes") will be governed by the law of the State of California, excluding laws relating to conflicts or choice of law.

12. **Integration.** This Agreement constitutes the entire agreement between the parties with respect to the Executive's employment, including, but not limited to, his compensation and benefits, and supersedes in all respects all prior agreements between the parties concerning such subject matter. Notwithstanding the foregoing, the Confidentiality Agreement, and any other agreement or obligation relating to confidentiality, noncompetition, non-solicitation or assignment of inventions, shall not be superseded by this Agreement, and the Executive acknowledges and agrees that any such agreements and obligations remain in full force and effect. For purposes of this Agreement, the Company shall include affiliates and subsidiaries thereof.

13. **Enforceability.** If any portion or provision of this Agreement (including, without limitation, any portion or provision of any Section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Waiver.** No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. **Notices.** Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and (i) sent by email to the email addresses used by the Company's General Counsel or by the Executive (as applicable) in their usual course of business; (ii) delivered by hand; (iii) sent by a nationally recognized overnight courier service or (iv) sent by registered or certified mail, postage prepaid, return receipt requested, in each case (clauses (iii) and (iv)) to the Executive at the last address the Executive has filed in writing with the Company, or (as applicable) to the Company at its main office, attention of the Company's General Counsel.

16. **Amendment.** This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

17. **Assignment and Transfer by the Company; Successors.** The Company shall have the right to assign and/or transfer this Agreement to any entity or person, including without limitation the Company's parents, subsidiaries, other affiliates, successors, and acquirers of Company stock or other assets, provided that such entity or person receives all or substantially all of the Company's assets. The Executive hereby expressly consents to such assignment and/or transfer. This Agreement shall inure to the benefit of and be enforceable by the Company's assigns, successors, acquirers and transferees.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

VOYAGER THERAPEUTICS, INC.

By: /s/ Robert W. Hesslein

Name: Robert W. Hesslein

Title: SVP & General Counsel

EXECUTIVE:

/s/ Glenn Pierce

Glenn Pierce
