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): **February 1, 2022**

Voyager Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware	001-37625	46-3003182
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

75 Sidney Street Cambridge, Massachusetts	02139
(Address of principal executive offices)	**(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.

Election of Alfred Sandrock as Director

On February 1, 2022, the Board of Directors (the “Board”) of Voyager Therapeutics, Inc. (the “Company”), following the recommendation of the Nominating and Corporate Governance Committee of the Board, appointed Alfred Sandrock, M.D., Ph.D. as a director of the Company and as a member of both the Executive Committee and the Science and Technology Committee of the Board, effective February 7, 2022. Dr. Sandrock was designated as a Class II director to serve until the 2023 annual meeting of the stockholders of the Company and thereafter until his successor has been duly elected and qualified, or until his earlier death, resignation or removal.

From February 1998 to December 2021, Dr. Sandrock served in positions of increasing responsibility at Biogen Inc., culminating in his service as Executive Vice President, Research and Development from October 2019 to December 2021. Dr. Sandrock also served in various Chief Medical Officer roles from 2012 to 2020, including as Executive Vice President, Chief Medical Officer for Biogen from October 2015 to January 2020, and served on Biogen’s Executive Committee from June 2013 to December 2021. Dr. Sandrock held other senior executive positions at Biogen during his tenure, including Group Senior Vice President and Chief Medical Officer, Chief Medical Officer and Senior Vice President of Development Sciences, Senior Vice President of Neurology Research and Development, and Vice President of Clinical Development, Neurology. Dr. Sandrock earned a B.A. in human biology from Stanford University, an M.D. from Harvard Medical School, and a Ph.D. in neurobiology from Harvard University.

Dr. Sandrock is to be compensated for his service as a director of the Company in the same manner as the Company’s other non-employee directors in accordance with the terms of the Company’s non-employee director compensation policy, which provides for (i) an annual cash retainer of $40,000 for service as a member of the Board; (ii) an annual cash retainer of $8,000 for service as a member of the Executive Committee; (iii) an annual cash retainer of $5,000 for service as a member of the Science and Technology Committee; (iv) an initial option to purchase 44,000 shares of common stock of the Company at an exercise price 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 and vesting in equal quarterly installments over a period of four years; and (v) following each annual meeting of the Company’s stockholders following the director’s first year of service, an option to purchase 22,000 shares of common stock of the Company, vesting on the earlier of the one-year anniversary of the grant date or the next annual meeting of the stockholders.

Dr. Sandrock has also entered into the Company’s standard form of indemnification agreement, a copy of which was filed as Exhibit 10.9 to the Company’s Registration Statement on Form S-1 (File No. 333-207367) filed with the SEC on October 28, 2015. Pursuant to the terms of this agreement, the Company may be required, among other things, to indemnify Dr. Sandrock for particular expenses, including attorneys’ fees, judgments, fines and settlement amounts incurred by him in any action or proceeding arising out of his service as a director of the Company.

There are no arrangements or understandings between Dr. Sandrock and any other persons pursuant to which he was selected as a director. Dr. Sandrock has no family relationships with any of the Company’s directors or executive officers. There are no transactions and no proposed transactions between Dr. Sandrock and the Company that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K of the Securities Act of 1933, as amended.

On February 2, 2022, the Company and Dr. Sandrock also entered into a consulting agreement (the “Sandrock Consulting Agreement”) pursuant to which Dr. Sandrock has agreed to provide advisory services related to strategic planning, operations, and management to the Company. During the term of the Sandrock Consulting Agreement, the Company has agreed to pay Dr. Sandrock a monthly fee of $30,000 per month, in addition to any pre-approved expenses.

The Sandrock Consulting Agreement becomes effective on February 7, 2022 and terminates on February 6, 2023, unless it is, in accordance with its terms, extended by mutual written agreement or terminated by either party without cause upon specified written notice of such termination.

The foregoing description of certain terms of the Sandrock Consulting Agreement is qualified in its entirety by reference to the Sandrock Consulting Agreement, a copy of which is attached as Exhibit 10.1 hereto and is incorporated by reference herein.

Election of Robin Swartz as Chief Operating Officer

On February 1, 2022, the Board appointed Robin Swartz to serve as Chief Operating Officer of the Company, effective as of February 7, 2022. In connection with her promotion, the Company and Ms. Swartz entered into an amended and restated employment agreement (the “Swartz Employment Agreement”), effective as of February 7, 2022.

Ms. Swartz, age 51, previously served as the Company’s Senior Vice President, Business Operations from September 2021 to February 2022 and the Company’s Senior Vice President, Portfolio Management and Patient Engagement from January 2021 to August 2021. Prior to joining the Company, Ms. Swartz served in positions of increasing responsibility at Genzyme Corporation and Sanofi Genzyme, culminating in her service at Sanofi Genzyme as Vice President, Patient and Product Services for Rare Diseases from January 2018 to June 2020 and as Vice President, Head of Global and US Business Operations from June 2015 to December 2017. Her previous roles at Sanofi Genzyme included Chief of Staff to the Executive Vice President and Senior Director, Finance. Ms. Swartz received a B.A. in political science and government from Kenyon College.

Ms. Swartz has no family relationship with any of the executive officers or directors of the Company or any person nominated or chosen by the Company to become a director or executive officer of the Company. There are no transactions in which Ms. Swartz has an interest requiring disclosure under Item 404(a) of Regulation S-K.

The Swartz Employment Agreement provides for Ms. Swartz’s at-will employment as Chief Operating Officer. Pursuant to the Swartz Employment Agreement, Ms. Swartz is to receive a minimum annual base salary of $420,000, subject to adjustment from time to time in the sole discretion of the Company. She is also eligible to receive an annual cash bonus, determined by and payable at the sole discretion of the Board, at a target level of 40% of her annual base salary then in effect. In accordance with the Swartz Employment Agreement, Ms. Swartz is entitled to continue to participate in the Company’s employee benefit plans, subject to the terms and conditions of such plans.

In connection with her appointment and pursuant to the Swartz Employment Agreement, the Board approved the grant to Ms. Swartz of an option to purchase 65,000 shares of common stock of the Company, effective upon her promotion, 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 and vesting in equal monthly installments over a period of 48 months, subject to Ms. Swartz’s continued service to the Company. The option award is subject to the terms and conditions of the applicable award agreement and is being granted pursuant to the Company’s 2015 Stock Option and Incentive Plan.

Pursuant to the terms of the Swartz Employment Agreement, the Company has agreed to increase the period of time paying Ms. Swartz’s base salary and the share of the premiums for Ms. Swartz’s health insurance pursuant to the “COBRA” law from nine months to twelve months upon a terminating event.

The foregoing description of certain terms of the Swartz Employment Agreement is qualified in its entirety by reference to the Swartz Employment Agreement, a copy of which is attached as Exhibit 10.2 hereto and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Consulting Agreement by and between Voyager Therapeutics, Inc. and Alfred Sandrock, effective as of February 7, 2022.
10.2	Amended and Restated Employment Agreement, by and between Voyager Therapeutics, Inc. and Robin Swartz, effective as of February 7, 2022.
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: February 3, 2022

VOYAGER THERAPEUTICS, INC.

By: */s/ Michael Higgins*
Michael Higgins
Interim Chief Executive Officer, President, and Director
(Principal Executive Officer)

Exhibit 10.1

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (including the exhibits attached hereto, this "Agreement"), effective as of February 7, 2022 (the "Effective Date"), is entered into by and between (i) **Voyager Therapeutics, Inc.**, a Delaware corporation with an office at 75 Sidney Street, Cambridge, MA 02139 ("Voyager") and (ii) **Alfred Sandrock, Jr., M.D., Ph.D.**, an individual residing at ("Consultant") (Voyager and Consultant, each a "Party," and together, the "Parties").

WHEREAS, Voyager is a gene therapy company focused on developing life-changing treatments for patients suffering from severe neurological disease that is developing one or more investigational new drugs (the "Business"); and

WHEREAS, Voyager desires to retain the consulting and/or advisory services of Consultant with respect to certain activities as described in this Agreement, and Consultant is willing to so act.

NOW, THEREFORE, Consultant and Voyager agree as follows:

1. **Description of Services.** Voyager hereby retains Consultant as a consultant to Voyager and Consultant hereby agrees to use his/her best efforts to provide advice and assistance to Voyager in the area of Consultant's expertise related to the Business from time to time as requested by Voyager (the "Services"). In particular, the Services shall include any specific activities described on the attached Description of Services Form attached hereto as Exhibit A (the "Statement of Work"). Any changes to the Services (and any related compensation adjustments) must be agreed to in writing between Consultant and Voyager prior to implementation of the changes.

2. **Term & Termination.** The term of this Agreement shall be the twelve (12) month contract year commencing on the Effective Date, unless earlier terminated in accordance with this Agreement or extended by mutual written agreement (the "Term"). Voyager may terminate this Agreement at any time without cause upon not less than ten (10) days' prior written notice to Consultant. Consultant may terminate this Agreement at any time without cause upon not less than ten (10) days' prior written notice to Voyager. Any expiration or termination of this Agreement shall be without prejudice to any obligation of either party that has accrued prior to the effective date of expiration or termination. Upon expiration or termination of this Agreement, neither Consultant nor Voyager will have any further obligations under this Agreement, except that (a) Consultant will terminate all Services in progress in an orderly manner as soon as practicable and in accordance with a schedule agreed to by Voyager, unless Voyager specifies in the notice of termination that Services in progress should be completed; (b) Consultant will deliver to Voyager all Work Product (defined below) made through the expiration or termination of this Agreement; (c) Voyager will pay Consultant any monies due and owing Consultant for Services performed and all authorized expenses actually incurred up to the time of termination or expiration; (d) Consultant will immediately return to Voyager all Voyager Materials (defined below) and copies thereof provided to Consultant under this Agreement, subject to Section 8; (e) the Receiving Party (as defined below) shall return to the Disclosing Party (as defined below) or destroy, at the Disclosing Party's sole discretion and cost, any and all Confidential Information (as defined below) in the Receiving Party's possession (including any and all paper or digital copies thereof) and, if applicable, provide a written certification to the Disclosing Party regarding such destruction; provided, however, that the Receiving Party may retain (i) one (1) copy of Disclosing Party's Confidential Information in its confidential files, solely for the purpose of monitoring its surviving obligations and exercising its surviving granted or reserved rights under this Agreement, and (ii) such additional copies of, or any computer records or files containing, the Disclosing Party's Confidential Information as have been created by the Receiving Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party's standard archiving and back-up procedures, but not for any other use or purpose; and (f) the terms, conditions and obligations under Sections 2 and 4 through 18 will survive expiration or termination of this Agreement.

3. Payment of Fees and Expenses. Voyager will pay Consultant a fee and expenses as set forth in Exhibit A hereto.

Consultant agrees that the amounts payable or otherwise provided by Voyager under this Agreement (i) represent the fair market value of the Services, (ii) have not been determined in a manner that takes into account the volume or value of any referrals or business, and (iii) do not include any consideration to Consultant in return for the purchasing, leasing, or ordering of any services other than the specific Services described in the Statement of Work.

Upon execution of this Agreement, Consultant shall submit a W-9/W-8BEN/W-8ECI (as applicable) to Voyager's Accounts Payable department at the address above. Invoices will not be paid without Voyager's receipt of Consultant's W-9/W-8BEN/W-8ECI information.

4. Representations and Warranties.

4.1. Compliance with Laws. Consultant represents and warrants that Consultant will render Services in compliance with (a) all applicable laws, statutes, directives, ordinances, codes, regulations, rules, by-laws, judgments, decrees, and orders of any governmental or regulatory authority, department, body, agency, court, tribunal, bureau, commission, or other similar body, whether federal, state, provincial, county, or municipal, in the United States and European Union (the "EU") (and/or in any other jurisdiction(s)), including but not limited to (i) those governing the purchase and sale of securities while in possession of material, nonpublic information about Voyager, (ii) the federal and state anti-kickback and fraud and abuse laws and regulations and laws governing payments to and relationships with healthcare professionals and other customers/potential customers, including 42 U.S.C. §1320a-7b(b) and 31 U.S. Code § 3729, (iii) the federal Food and Drug Administration laws, regulations and guidance, including the federal Food, Drug and Cosmetic Act and the Prescription Drug Marketing Act, (iv) federal and state privacy and data protection laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act ("HIPAA") and Chapter 93H of The Massachusetts General Laws and its implementing regulations, 201 CMR 17.00, and Cal. Civ. Code § 1798.80-.84, and (v) any law or regulation requiring disclosure of any payments made hereunder ((i)-(v), collectively, "Applicable Law"); (b) the highest professional standards; (c) any and all Voyager policies and procedures; and (d) any other compliance requirements provided by Voyager. Without limiting Consultant's obligation to comply with all Applicable Law in providing Services, Consultant agrees to comply with (i) the United States Foreign Corrupt Practices Act, as amended from time to time, and (ii) the OECD Anti-Bribery Convention with regard to Services, including not offering or giving anything of value to a foreign public official in connection with the performance of the official's duties or inducing an official to use their position to influence any acts or decisions of any foreign, state or public international organization.

4.2. Absence of Debarment. Further, Consultant represents and warrants that Consultant and Consultant's affiliates and personnel have not been, and is not under consideration to be (a) debarred from providing services pursuant to Section 306 of the United States Federal Food Drug and Cosmetic Act, 21 U.S.C. § 335a; (b) excluded, debarred or suspended from, or otherwise ineligible to participate in, any federal or state health care program or federal procurement or non-procurement programs (as that term is defined in 42 U.S.C. §1320a-7b(f)); (c) disqualified by any government or regulatory agencies from performing specific services, and is not subject to a pending disqualification proceeding; or (d) convicted of a criminal offense related to the provision of health care items or services, or under investigation or subject to any such action that is pending. Consultant will notify Voyager immediately in writing if Consultant, its affiliates, or any of their respective officers, directors or employees, as applicable, is subject to the foregoing, or if any action, suit, claim, investigation, or proceeding relating to the foregoing is pending, or to the best of Consultant's knowledge, is threatened.

4.3. **Compliance with Obligations to Third Parties.** Consultant represents and warrants to Voyager that the terms of this Agreement and Consultant's performance of the Services do not and will not conflict with any of Consultant's obligations to any third parties. Consultant represents that Consultant has not brought and will not bring with Consultant to Voyager or use in the performance of the Services any equipment, funds, space, personnel, facilities, confidential information, trade secrets or other resources of any third party which are not generally available to the public, unless Consultant has obtained written authorization for their possession and use, nor will Consultant take any other action that would result in a third party, including without limitation, an employer of Consultant, asserting ownership of, or other rights in, any Work Product, unless agreed upon in writing in advance by Voyager. If Consultant is a faculty member at or employee of a university or hospital or another organization or Voyager ("Institution"), Consultant represents and warrants that Consultant is not prohibited by any applicable policy of such Institution, including without limitation any policy addressing conflicts of interest or intellectual property, from performing the Services or effectuating the assignment and/or grant of rights and/or licenses to Voyager hereunder. To the extent Consultant is subject to any policy of Consultant's employer that requires approval of agreements governing external consulting services, Consultant represents that such approval has been given and covenants that such approval will be obtained prior to entering into any amendment to this Agreement requiring such approval. Consultant will notify Voyager immediately of any breach of this Section 4.3.

4.4. **No Malicious Code.** Consultant will provide all Work Product and/or Services free of any security interests, claims, liens, or any other encumbrances whatsoever. Consultant will not knowingly introduce any malicious code into the Work Product or otherwise cause any malicious code to interfere with or surreptitiously intercept or expropriate or damage Voyager's systems. Consultant shall have appropriate security systems in place to protect against malicious code at all times during the Term, and will test any Work Product prior to delivery to and/or use by Voyager to ensure that it is free of any malicious code.

5. **Healthcare Compliance.**

5.1. **No Payments/Items of Value.** Except as explicitly set forth in the Statement of Work or otherwise approved in writing by Voyager, Consultant is prohibited from providing any payment, gift, remuneration or other transfer of value to any healthcare organization or healthcare professional, patient organization or patient in connection with the provision of the Services without prior written approval from Voyager and as specifically set forth in the Statement of Work. If such approval is provided by Voyager, Consultant agrees to document all healthcare organization/healthcare professional identifier information requested by Voyager, as well as provide documentation to support the amount/value of the payment, gift, remuneration or other transfer of value in accordance with Section 5.2 of this Agreement.

5.2. **Certain Disclosures and Transparency.** Consultant acknowledges that Voyager and its affiliates are required to abide by federal and state disclosure laws and certain transparency policies governing their activities including providing reports to the government and to the public concerning financial or other relationships with healthcare providers. Consultant agrees that Voyager and its affiliates may, in their sole discretion, disclose information about this Agreement and about Consultant's Services including those relating to healthcare providers and any compensation paid to healthcare providers pursuant to this Agreement. Consultant agrees to promptly supply information reasonably requested by Voyager for the purposes of any such disclosure. To the extent that Consultant is independently obligated to disclose specific information concerning Services relating to healthcare providers and compensation paid to healthcare providers pursuant to this Agreement, Consultant will make timely and accurate required disclosures.

5.3. **Adverse Event Reporting.** If Consultant receives notice of any Adverse Events (as defined below), other safety information (i.e. reports of misuse/abuse, overdose, off label use, medication errors including potential errors, lack of efficacy, transmission of infectious agents, occupational exposure, and any drug exposure (maternal and paternal) during pregnancy and/or breastfeeding) or complaints relating to any complaints associated with the use of any therapeutic product manufactured by or on behalf of Voyager (collectively, "Safety Data"), Consultant will provide notice of such Safety Data to Voyager as soon as possible, and in any event within one (1) business day of the time when Consultant first becomes aware of such Safety Data, in accordance with Voyager's requirements. As used herein "Adverse Event" shall have the meaning set forth in 21 CFR 310.305 and 21 CFR 314.80.

5.4. **Interactions with Healthcare Professionals.** In the event that Consultant engages or interacts with any healthcare professional or healthcare provider as part of the Services, Consultant shall comply with the terms and conditions of this Agreement and the Statement of Work, any and all Voyager policies and procedures applicable to such interaction, and Applicable Law. In addition, Consultant shall only use Voyager Materials specifically approved for use by Consultant for the Services, or such other materials as Voyager may specifically approve for use by Consultant for the Services in writing in advance, in connection with such interactions.

5.5. **Interactions with Patients and Patient Organizations**. In the event that Consultant engages or interacts with any patients or patient organizations as part of the Services, Consultant shall comply with the terms and conditions of this Agreement and the Statement of Work, any and all Voyager policies and procedures applicable to such interaction, and Applicable Law. In addition, Consultant shall only use Voyager Materials that are specifically approved for use by Consultant for the Services or such other materials as Voyager may specifically approve for use by Consultant for the Services in writing in advance, in connection with such interactions. Prior to engaging any patient in connection with the Services, Consultant shall obtain the patient's authorization to Voyager's use of the Work Product and the Services as outlined in the Statement of Work and each such consent shall be prepared and provided in accordance with Applicable Law.

6. **Work Product.**

6.1. **Ownership.** Consultant will promptly and fully disclose in confidence to Voyager any and all inventions, discoveries, improvements, ideas, concepts, designs, processes, formulations, products, computer programs, works of authorship, databases, mask works, trade secrets, know-how, information, data, documentation, reports, research, creations and other products (whether or not patentable or subject to copyright or trade secret protection) arising from or made in the performance of the Services that are related to the Business or that otherwise incorporate, reference, or rely upon Voyager's Confidential Information, whether solely by Consultant or jointly by Consultant and Voyager's employees, contractors, and/or agents (collectively, the "Work Product"). The Work Product shall constitute a "work made for hire" for the purposes of United States copyright laws, except to the extent that it cannot legally constitute a "work made for hire." Consultant hereby assigns to Voyager any and all of Consultant's rights, title and interest, throughout the world, in and to any and all Work Product that cannot legally constitute a "work made for hire" for the purposes of United Sates copyright laws, except to the extent that such Work Product is not legally assignable. To the extent that any such Work Product cannot by law constitute a "work made for hire" and is not otherwise legally assignable, Consultant grants to Voyager an exclusive (even as between Voyager and Consultant), royalty-free, fully paid-up right and license to practice, use, and exploit such Work Product for any and all purposes.

6.2. **Representation and Warranty; Cooperation.** Consultant represents and warrants that Consultant has all rights in the Work Product required to effectuate the foregoing assignments and grants of licenses to Voyager of rights in such Work Product. Consultant will execute all documents, and take any and all actions needed, all without further consideration, in order to perfect Voyager's rights in the Work Product (as set forth above). In the event that Consultant should fail or refuse to execute such documents within a reasonable time, Consultant appoints Voyager as attorney to execute and deliver any such documents on Consultant's behalf. Consultant will keep and maintain adequate and current written records of all Work Product, and such records will be available to and remain the sole property of Voyager at all times.

6.3. **Consultant Property.** Voyager acknowledges and agrees that, as of the Effective Date, Consultant and Consultant's affiliates possess certain templates, programs, methodologies, processes, technologies and/or other materials relating directly to Consultant's business that Consultant and its affiliates have developed, acquired, and/or licensed (a) independently of this Agreement and (b) without the benefit of any information provided to Consultant by or on behalf of Voyager (collectively with any and all associated intellectual property rights therein, the "Consultant Property"). Notwithstanding the foregoing, Consultant will retain full ownership (as between the parties) of all rights, title, and interest, throughout the world, in and to such Consultant Property, regardless of whether such Consultant Property is used in connection with Consultant's performance of its obligations under this Agreement. Notwithstanding the foregoing, Consultant hereby grants to Voyager and its affiliates a perpetual, non-exclusive, fully paid-up worldwide, sublicensable license through multiple tiers, to use Consultant Property utilized by Consultant in the performance of Services and incorporated into the Work Product for Voyager and its Affiliates to practice, use, and exploit the Work Product for any and all purposes.

7. **Confidentiality & Non-Use.**

7.1. **Definition.** "Confidential Information" means any and all scientific, technical, financial, marketing, legal, regulatory, or business information, including trade secrets, in whatever form (written, oral or visual) that is furnished or made available to a Party (the "Receiving Party") by or on behalf of the other Party (the "Disclosing Party") and that (a) if in tangible form, is labeled in writing as proprietary or confidential; (b) if in oral or visual form, is noted as proprietary or confidential at the time of disclosure or within fifteen (15) days thereafter; or (c) a reasonable person in the life sciences industry would understand to be confidential or proprietary based on its nature or the circumstances of its disclosure. For the avoidance of doubt, (y) Voyager's Confidential Information shall include (i) all Work Product, (ii) any and all Voyager Materials (including any and all information contained in or comprising the Voyager Materials), and (iii) all confidential and proprietary data, trade secrets, business plans, and other information of a confidential or proprietary nature in written, electronic or other media, belonging to Voyager or its subsidiaries or third parties with whom Voyager may have business dealings, disclosed or otherwise made available to Consultant by Voyager or on behalf of Voyager; in each case of (i)-(iii), excluding any Consultant Property; and (z) Consultant's Confidential Information includes all confidential and proprietary data, trade secrets, business plans, and other information of a confidential or proprietary nature in written, electronic or other media contained or embodied in the Consultant Property.

7.2. Obligations. During the Term and for a period of ten (10) years following the expiration or termination of this Agreement, subject to Section 7.3, the Receiving Party agrees to (a) hold the Disclosing Party's Confidential Information in confidence; (b) exercise reasonable precautions to physically protect the integrity and confidentiality of the Disclosing Party's Confidential Information; (c) not disclose any of the Disclosing Party's Confidential Information to any third party without the prior written consent of the Disclosing Party; (d) not use the Disclosing Party's Confidential Information for any purpose except as may be necessary for the Receiving Party to perform its obligations and exercise its granted or reserved rights under this Agreement (including, in the case of Consultant, in the ordinary course of performing Services) without the prior written consent of the Disclosing Party; (e) treat the Disclosing Party's Confidential Information with no less than a reasonable degree of care; and (f) reproduce the Disclosing Party's Confidential Information solely to the extent necessary for the Receiving Party to perform its obligations and exercise its granted or reserved rights under this Agreement (including, in the case of Consultant, to provide the Services), with all such reproductions being considered the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party's non-disclosure and non-use obligations set forth in this Section 7.2 with respect to trade secrets included in the Disclosing Party's Confidential Information will continue for as long as such Confidential Information continues to constitute trade secret under Applicable Law. The Receiving Party may disclose the Disclosing Party's Confidential Information solely to its employees, contractors, or agents (collectively, "Representatives") on a need-to-know basis, provided that any such Representatives are bound by written obligations of confidentiality at least as restrictive as those set forth herein, and Receiving Party remains liable for the compliance of such Representatives. Notwithstanding the foregoing, the Receiving Party's obligations of non-disclosure and non-use under this Section 7.2 will not apply to any portion of the Disclosing Party's Confidential Information that the Receiving Party establishes by competent proof: (v) was in the public domain at the time of disclosure through no wrongful act on the part of the Receiving Party; (w) after disclosure, becomes part of the public domain by publication or otherwise, except by a wrongful act on the part of the Receiving Party; (x) was known to the Receiving Party at the time of disclosure by the Disclosing Party other than as a result of the Receiving Party's breach of any legal obligation; (y) becomes known to the Receiving Party on a non-confidential basis through disclosure by sources other than the Disclosing Party having the legal right to disclose such Confidential Information; or (z) is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information. The Receiving Party may disclose the Disclosing Party's Confidential Information to a governmental authority or by order of a court of competent jurisdiction only if required and provided that the disclosure is subject to all applicable governmental or judicial protection available for like material and, to the extent permitted under Applicable Law, reasonable advance notice is given to the Disclosing Party.

7.3. Permitted Disclosures. The Receiving Party understands and acknowledges that nothing in this Agreement or elsewhere prohibits the Receiving Party 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 Receiving Party understands that the Receiving Party is not required to notify the Disclosing Party of any such communications; provided, however, that nothing herein authorizes the disclosure of information obtained by the Receiving Party through a communication that was subject to the attorney-client privilege of the Disclosing Party. Further, notwithstanding the Receiving Party's non-disclosure and non-use obligations under Section 7.2, the Receiving Party understands that the Receiving Party 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 is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or 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 files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

7.4. **Personal Identifiable Information.** Notwithstanding anything to the contrary in this Agreement, Consultant will not disclose to any third party nor use any protected health information, personal data, patient data, or biological samples of subjects enrolled in clinical studies that are the subject of the Services (collectively, "Personal Identifiable Information") except as expressly required by Voyager and as long as such disclosure and use is in compliance with Applicable Law; and (b) such restrictions on the disclosure and use of Personal Identifiable Information will remain in place for as long as such restrictions are required under Applicable Law. Voyager's use and disclosure of Personal Identifiable Information will be in accordance with Applicable Law and the relevant consent documents. In the event that Consultant, in the course of providing the Services to Voyager, receives, stores, maintains, processes or otherwise has access to Personal Identifiable Information (including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Consultant shall safeguard this information in accordance with Applicable Law, and to the extent that Consultant experiences a security breach for information generated in connection with this Agreement, Consultant shall notify Voyager thereof in writing within twenty-four (24) hours of discovering such security breach.

8. Voyager Materials and Facilities. Voyager shall retain exclusive ownership (as between Voyager and Consultant) of all rights, title, and interest in and to any and all documents, data, information, records, materials, apparatus, equipment and other physical property furnished or made available by or on behalf of Voyager to Consultant in connection with this Agreement (collectively with all associated intellectual property rights therein, the "Voyager Materials"). Except as is expressly set forth herein, Consultant shall have no rights, title, or interest in or to any Voyager Materials, whether by implication, estoppel, or otherwise. Consultant shall promptly return any Voyager Materials to Voyager upon Voyager's request. In any event, Consultant shall return and deliver all Voyager Materials, including any copies thereof, upon termination or expiration of this Agreement, irrespective of the reason for such termination. Consultant will use Voyager Materials only as necessary to perform the Services and will not transfer or make available to any third party the Voyager Materials without the express prior written consent of Voyager. Consultant recognizes that Voyager's facilities are private and Consultant will abide by Voyager's security requirements and conditions for access and usage and agrees that only those subjects, areas and programs designated by Voyager as necessary to fulfill Voyager's requirements will be accessed and/or perused by Consultant. In no event will any Confidential Information of Voyager, programs or other information be copied or removed by Consultant without Voyager's express written approval. Notwithstanding the foregoing, Consultant may retain any communication between Consultant and Voyager with respect to payment of fees and expenses and a copy of this Agreement, or amendments hereto, or other document related to enforcement of the obligations in this Agreement, subject to nondisclosure and nonuse obligations set forth in this Agreement except that Consultant may share such documents with his financial advisors, accountants, and legal counsel as necessary.

9. Publication; Publicity. Work Product may not be published or referred to, in whole or in part, by Consultant without the prior express written consent of Voyager. Consultant shall not use the name, logo, trade name, service mark, or trademark, or any simulation, abbreviation, or adaptation of same, or the name of Voyager or its subsidiaries for publicity, promotion, or similar non-regulatory uses without Voyager's prior written consent.

10. Recordings and Images. During the term of this Agreement, Consultant hereby consents to Voyager or any designee, employee or agent of Voyager, recording, in any medium and by any method (including, but not limited to, photographing, filming, audio-recording, transcribing, and/or video-recording), the testimonial(s), presentation(s) and/or interview(s) of Consultant created in connection with this Agreement (collectively "Recordings"). Consultant acknowledges and agrees that Consultant provides these Recordings free of charge without any obligation of Voyager to provide consideration for such Recordings. Consultant by signing this Agreement hereby irrevocably grants to Voyager and its successors, assigns, and licensees the perpetual right to use Consultant's image, name, likeness and sound of Consultant's voice as recorded in such Recordings. Consultant understands and agrees that such Recordings may be edited, copied, exhibited (including, but not limited to, exhibit or display via the Internet or other electronic means), published or distributed for any lawful purpose (including, but not limited to educational, informational, promotional and advertising materials). Consultant waives the right to royalties or other compensation arising from or related to the use of such Recordings or Consultant's image as contained in such Recordings. There is no geographic limitation on where these Recordings and the materials derived using these Recordings may be distributed. Consultant understands and agrees that Voyager is and shall be the exclusive owner of any and all right, title, and interest, including copyright, in and to any and all Recordings and materials derived from such Recordings that are created under this Agreement. Consultant hereby releases any and all claims Consultant may have now or in the future for invasion of privacy or right of publicity against Voyager, or any person or organization collecting this material on behalf of Voyager with respect to the collection of such material, and with respect to the use, distribution or derivation of materials from such Recordings so long as the distribution of such Recordings is for reasonable and legitimate business purposes as determined by Voyager and are distributed in a responsible manner in accordance with general industry practices.

11. **Insurance.** Consultant shall maintain such insurance as shall be reasonably necessary to insure itself against any claim or claims for damages arising out of the Services or this Agreement. Consultant shall provide evidence of such coverage to Voyager upon request.

12. **Non-Solicitation; Certain Other Conflicts of Interest; Trading in Voyager Securities.**

12.1. **Non-Solicitation of Customers, Employees and Contractors.** In order to protect Voyager's Confidential Information and goodwill, during the Term of this Agreement and for a period of one (1) year following the termination of or expiration of this Agreement for any reason (the "Restricted Period"), Consultant will not, directly or indirectly, in any manner, other than for the benefit of Voyager:

(a) solicit, divert, or take away, any business from or with any of the customers or prospective customers of Voyager or any of its vendors, collaborators or suppliers with whom Consultant was actively involved in the course of providing Services;

(b) (i) solicit for employment or employ any individual who is currently employed by Voyager or engaged by Voyager as a consultant, or who was employed by Voyager or engaged by Voyager as a consultant within the previous twelve (12) months (each, a "Covered Individual"), (ii) induce, encourage, entice, or attempt to solicit any such Covered Individual to leave Voyager for any reason, or (iii) otherwise participate in or facilitate the hire, directly or through another entity, of any such Covered Individual. Notwithstanding the foregoing, it will not be a violation of this provision if (A) a third party with whom Consultant has a relationship hires or engages a Covered Individual without Consultant's involvement; or (B) Consultant or a third party with whom Consultant has any relationship hires or engages a Covered Individual based on the Covered Individual's responding to a general job advertisement or listing without any solicitation by Consultant; or

(c) recommend to any third party or person that they employ or solicit for employment or form an association with a Covered Individual, unless such recommendation is made at the express request of a Covered Individual and is requested by the Covered Individual as a reference supporting an offer of employment that has been previously received by the Covered Individual.

Consultant acknowledges and agrees that if Consultant violates any of the provisions of this Section 12.1, and to the extent permitted by law, the running of the Restricted Period will be extended by the time during which Consultant engages in such violation(s).

12.2. **Certain Other Conflicts of Interest.** Consultant represents that, except as disclosed in writing to Voyager, Consultant: (a) does not own directly or indirectly five percent (5%) or more of the stock or other equity securities of any entity which is a Competitive Business or a current or potential customer or supplier of Voyager; (b) is not aware of any legal proceedings pending or threatened against Consultant, or any reasonable basis for such proceedings, which (i) would conflict with Consultant's obligations hereunder or question the validity of this Agreement; or (ii) may materially or adversely affect the business or prospects of Voyager; and (c) is not aware of any fact concerning Consultant (either professionally or personally) which may materially or adversely affect the business or prospects of Voyager.

12.3. **Trading in Voyager Securities.** Consultant is aware that the United States and other applicable securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Consultant may gain access to information in connection with the provision of Services that could potentially subject Consultant to insider trading liability (as defined under the US federal securities laws and regulations adopted by the United States Securities and Exchange Commission) in connection with trading in Voyager securities. Consultant shall comply with all relevant laws respecting any trading in Voyager securities.

13. **Independent Contractor Relationship.** Nothing contained in this Agreement shall be deemed to establish an employment relationship between Voyager and Consultant, it being the intent of the parties to establish an independent contractor relationship, nor shall Consultant have authority to bind Voyager in any manner whatsoever by reason of this Agreement. Consultant shall at all times while on Voyager premises observe all security and safety policies of Voyager. Consultant is excluded from participating in any fringe benefit plans or programs as a result of the performance of the Services, without regard to Consultant's independent contractor status, including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, accidental death and dismemberment coverage, unemployment insurance coverage, workers' compensation coverage, 401(k) benefit(s), and any other benefits provided by Voyager to its employees. Consultant agrees, as an independent contractor, that Consultant is not entitled to unemployment benefits in the event this Agreement terminates, or workers' compensation benefits in the event that Consultant is injured in any manner or becomes ill while performing the Services under this Agreement. Because Consultant is an independent contractor, Voyager will not make any withholdings, deductions, or contributions (e.g., social security, unemployment insurance, disability insurance) from Consultant's fees, and will report Consultant's fees and other payments to Consultant on a 1099 form. Consultant shall bear sole responsibility for paying and reporting its own applicable federal and state income taxes, social security taxes, unemployment insurance, workers' compensation, and health or disability insurance, retirement benefits, and other welfare or pension benefits, if any, and shall indemnify and hold Voyager harmless from and against any liability with respect thereto.

14. **Notices.** All notices required or permitted under this Agreement must be in writing. Any notice given under this Agreement shall be deemed delivered when delivered by hand, by certified mail, by air courier or via facsimile to the parties at their respective addresses set forth above for Consultant and below for Voyager or at such other address as either party may provide to the other in writing from time to time. Communications and notices to Voyager will be sent to:

Voyager Therapeutics, Inc.
Attn: President & CEO
75 Sidney Street
Cambridge, MA 02139
U.S.A.

With a copy to (which shall not constitute notice):
Voyager Therapeutics, Inc.
Attn: General Counsel
75 Sidney Street
Cambridge, MA 02139
U.S.A

Notices will be effective upon receipt or at a later date stated in the notice.

15. **Assignment.** The rights and obligations of the parties hereunder shall inure to the benefit of, and shall be binding upon their respective successors and assigns. This Agreement may not be assigned by Consultant, and Consultant's obligations under this Agreement may not be subcontracted or delegated by Consultant, without the prior written consent of Voyager. For clarity, this Agreement may be assigned by Voyager with prompt notice of such assignment to Consultant.

16. **Collaboration with Neurocrine**. Consultant acknowledges and agrees that: (a) Voyager and Neurocrine Biosciences, Inc., a Delaware corporation with principal offices located at 12780 El Camino Real, San Diego, CA 92130 ("Neurocrine") are parties to a certain Collaboration and License Agreement, effective January 28, 2019, by and between Voyager and Neurocrine, as amended from time to time, (the "Neurocrine CLA"); (b) during the term of the Neurocrine CLA, Neurocrine will have full access and use of any and all Services and Work Product relating to a Collaboration Program; (c) during the term of the Neurocrine CLA, Neurocrine shall have the right to enforce any of the provisions of this Agreement concerning a Collaboration Program as a third-party beneficiary; and (d) except for Neurocrine, there are no third-party beneficiaries with any rights to enforce any of the provisions of this Agreement concerning a Collaboration Program. For the purposes of this Section 16, "Collaboration Program" shall mean any of Voyager's programs and/or activities relating to the development, production, sale, or commercialization of any products, investigational compounds, or processes that involve gene therapy for central nervous system disorders relating to: (y) Voyager's Friedreich's Ataxia program as it pertains to the Neurocrine CLA; or (z) either of the two (2) yet to-be-named additional Voyager compounds/targets/programs pertaining to the Neurocrine CLA, subject to Voyager's prior written notice to Consultant of each such compound/target/programs.

17. **Specific Enforcement.** Each Party acknowledges that any breach by the other Party of its obligations under Sections 4 through 9 and Section 12 of this Agreement may result in serious and irreparable injury to the non-breaching Party for which the non-breaching Party cannot be adequately compensated by monetary damages alone. Each Party agrees, therefore, that, in addition to any other remedy the non-breaching Party may have, the non-breaching Party shall be entitled to enforce the specific performance of this Agreement by the breaching Party and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages or posting a bond.

18. **Prior Agreements; Governing Law; Severability; Amendment.** This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous agreements with respect to the subject matter of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction, and Consultant submits to the jurisdiction and agrees to the proper venue of all state and federal courts located within the Commonwealth of Massachusetts. Each provision in this Agreement is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Agreement is found by such an authority to be invalid or unenforceable in whole or in part, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of Applicable Law. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A facsimile or electronic copy of this Agreement, including the signature pages, will be deemed an original. This Agreement may not be amended, and its terms may not be waived, except pursuant to a written amendment or waiver signed by both parties.

[Remainder of this page is intentionally left blank]

SIGNATURE PAGE TO
CONSULTING AGREEMENT

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement intending it to be effective as of the Effective Date.

VOYAGER:

VOYAGER THERAPEUTICS, INC.

By: */s/ Michael Higgins*
Name: Michael Higgins
Title: Chairman of the Board of Directors, Interim President & Chief Executive Officer

CONSULTANT:

ALFRED SANDROCK, JR., M.D., PH.D.

By: */s/ Alfred Sandrock, Jr.*
Name: Alfred Sandrock, Jr., M.D., Ph.D.

<u>**EXHIBIT A**</u>

STATEMENT OF WORK

Consulting Agreement Between Voyager Therapeutics, Inc. ("<u>Voyager</u>") and Consultant

1. Services:

Consultant will provide the following advisory and consulting services concerning strategic planning, operations, and management (the "<u>Services</u>"). Consultant will provide up to 2.5 days of Services per week during the Term.

Consultant will provide Services on a schedule and at a location or locations as appropriate for the effective performance of the Services. In addition, Consultant will be available for a reasonable number of telephone and/or written consultations.

2. Compensation:

Fees: Voyager will pay Consultant a retainer of thirty thousand United States Dollars ($30,000 USD) per month during the Term, payable no later than the 10th of each month for which Services are to be provided.

Expenses: Voyager will reimburse Consultant for any pre-approved expenses actually incurred by Consultant in connection with the provision of Services. Requests for reimbursement will be in a form reasonably acceptable to Voyager, will include supporting documentation and will accompany Consultant's invoices.

Invoicing: No later than the last day of each calendar month, Consultant will invoice Voyager for expenses incurred during the preceding month. Invoices should reference this Agreement and the PO number provided by Voyager (if applicable) and should be submitted to Voyager Accounts Payable by email to: ap@vygr.com. Invoices will contain such detail as Voyager may reasonably require and will be payable in U.S. Dollars. Undisputed payments will be made by Voyager within thirty (30) days after Voyager's receipt of Consultant's invoice, request for reimbursement and all supporting documentation.

Exhibit 10.2

EXECUTION VERSION

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (this "Agreement") is made as of February 7, 2022 (the "Effective Date") by and between Voyager Therapeutics, Inc. (the "Company") and Robin Swartz (the "Executive").

WHEREAS, the Company and the Executive are parties to a certain Employment Agreement dated January 11, 2021 (the "Original Agreement"), and the Executive's first day of employment with the Company was January 11, 2021 (the "Commencement Date"); and

WHEREAS, the Company and the Executive desire that this Agreement shall amend, supersede, and control over the Original Agreement as of the Effective Date; provided the Executive remains employed by the Company as of the Effective Date. Until the Effective Date, the Original Agreement will remain in full force and effect and continue to govern the Executive's employment with the Company.

NOW, THEREFORE, in consideration of the covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Employment**. The employment relationship between the Company and the Executive commenced on the Commencement Date, and shall be governed by this Agreement commencing as of the Effective Date and continuing in effect until terminated by either party in accordance with this Agreement. 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.

2. **Position, Reporting and Duties.** The Company and the Executive agree as follows: (a) commencing on the Commencement Date, the Executive served as the Senior Vice President, Portfolio Management and Patient Engagement of the Company, reporting to the Company's President and Chief Executive Officer (the "CEO"); (b) commencing on August 9, 2021, the Executive served as the Senior Vice President, Business Operations of the Company, reporting to the CEO; and (c) commencing on the Effective Date, the Executive will serve as the Chief Operating Officer of the Company, reporting to the CEO. The Executive shall devote the Executive's full 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 CEO 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. The Executive's normal places of work will be Cambridge, MA and Lexington, MA. It is understood and agreed that the Executive will generally be on site in Cambridge or Lexington, unless the Executive is traveling on behalf of the Company.

3. **Compensation and Related Matters**.

(a) Base Salary. The Executive's annual base salary will be $420,000, which is subject to review and redetermination by the Company from time to time. The annual 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. The Executive became eligible to participate in the Company's annual salary review as of the annual salary review for the 2021 fiscal year, and remains eligible to participate in the annual salary review for each subsequent year thereafter.

(b) Bonus. The Executive is eligible to participate in the Company's Senior Executive Cash Incentive Bonus Plan (the "Incentive Bonus Plan"), as approved by the Company's Board of Directors, its Compensation Committee or any other committee of the Board (collectively, the "Board"). The terms of the Incentive Bonus Plan shall be established and may be altered by the Board in its sole discretion. For calendar year 2022, the Executive's target bonus under the Incentive Bonus Plan shall be forty percent (40%) of the Executive's Base Salary. To earn any bonus, the Executive must be employed by the Company on the day such bonus is paid, except as provided to the contrary in either Section 6 or 7 below, because such bonus serves as an incentive for the Executive to remain employed with the Company. Both parties acknowledge and agree that any bonus is not intended and shall not be deemed a "wage" under any state or federal wage-hour law.

(c) Equity.

(i) New Hire Equity Grant. As of the Commencement Date, following approval by the Company's Compensation Committee, and as a material inducement to the Executive entering into employment with the Company, the Executive was granted the following equity award outside of the Company's stock incentive plans as an "inducement grant" within the meaning of Nasdaq Listing Rule 5635(c)(4), consisting of a New Hire Option Award and a New Hire RSU Award (each as defined below):

1. The Executive was granted a non-qualified option (the "New Hire Option Award") to purchase 76,500 shares of the Company's common stock (the "Common Stock"). The Option Award was granted as of the Commencement Date (the "New Hire Option Grant Date"). The shares underlying the Option Award (the "New Hire Option Shares") have an exercise price per share equal to the closing price of the Common Stock on The Nasdaq Global Select Market on the New Hire Option Grant Date. The New Hire Option Shares have vested and become exercisable, or will vest and become exercisable, subject to the Executive's continued service on each applicable vesting date, as follows: 25% of the New Hire Option Shares to vest on the first anniversary of the New Hire Option Grant Date, and an additional 2.0833% of the New Hire Option Shares to vest on a monthly basis at the end of each one-month period following the first anniversary of the New Hire Option Grant Date until the four-year anniversary of the New Hire Option Grant Date.

2. The Executive was also granted 13,000 restricted stock units (the "New Hire RSU Award"). The New Hire RSU Award was granted as of the first day of the first calendar quarter immediately following the Commencement Date (the "New Hire RSU Grant Date"). The New Hire RSU Award has vested and become settleable, or will vest and become settleable, subject to the Executive's continued service on each applicable vesting date, over a three-year period as follows: 33.333% of the shares underlying the New Hire RSU Award to vest on the first anniversary of the New Hire RSU Grant Date; an additional 33.333% of the shares underlying the New Hire RSU Award to vest on the two-year anniversary of the New Hire RSU Grant Date; and the remaining shares underlying the New Hire RSU Award to vest on the three-year anniversary of the New Hire RSU Grant Date.

Each of the New Hire Option Award and the New Hire RSU Award are subject to and governed by the terms and conditions of the applicable equity award agreements between the Executive and the Company (collectively, the "New Hire Equity Documents").

(ii) Promotion Equity Grant. In connection with the Executive's promotion to Chief Operating Officer of the Company on the Effective Date, subject to approval by the Company's Compensation Committee, and as a material inducement to the Executive's continuing employment with the Company, the Executive will be granted an option (the "Promotion Option") to purchase 65,000 shares of Common Stock, such Promotion Option to be granted pursuant to and in accordance with the Company's 2015 Stock Option and Incentive Plan (the "Plan"). The Promotion Option will be granted as of February 7, 2022 (the "Promotion Option Grant Date"). The shares underlying the Promotion Option (the "Promotion Option Shares") will (i) have an exercise price per share equal to the closing price of the Common Stock on The Nasdaq Global Select Market on the Promotion Option Grant Date. The Promotion Option Shares will vest as follows: 2.0833% of the Promotion Option Shares to vest on the one-month anniversary of the Promotion Option Grant Date, and an additional 2.0833% of the Promotion Option Shares to vest on a monthly basis at the end of each one-month period following the one-month anniversary of the Promotion Option Grant Date until the four-year anniversary of the Promotion Option Grant Date. The Promotion Option will be subject to and governed by the terms and conditions of the Plan and the applicable equity award agreements between the Executive and the Company (collectively, the "Promotion Equity Documents" and the New Hire Equity Documents and Promotion Equity Documents, collectively, the "Equity Documents").

(d) Employee Benefits. The Executive shall be entitled to full participation in the Company's flexible vacation plan each calendar year and to such other holidays as the Company recognizes for employees having comparable responsibilities and duties. 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. Certain Definitions.

(a) "Cause" means (A) the commission by the Executive of (i) any felony; or (ii) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud; or (B) a good faith finding by the Company of: (i) conduct by the Executive constituting a material act of misconduct in connection with the performance of the Executive's duties, including, without limitation, misappropriation of funds or property of the Company or any of its subsidiaries or affiliates other than the occasional, customary and de minimis use of Company property for personal purposes; (ii) any conduct by the Executive that would reasonably be expected to result in material injury or reputational harm to the Company or any of its subsidiaries and affiliates if the Executive were retained in the Executive's position but, provided that the Company reasonably determines that such conduct is capable of being cured, only after receipt of written notice by the Company reasonably describing such conduct and if the Executive fails to cease and cure such conduct within fifteen (15) days of receipt of said written notice; (iii) continued non-performance by the Executive of the Executive's responsibilities hereunder (other than by reason of the Executive's physical or mental illness, incapacity or disability) but, provided that the Company reasonably determines that such conduct is capable of being cured, only after receipt of written notice by the Company reasonably describing such non-performance and the Executive's failure to cure such non-performance within fifteen (15) days of receipt of said written notice; (iv) a breach by the Executive of any confidentiality or restrictive covenant obligations to the Company, including under the Confidentiality, Non-Solicitation, Non-Competition and Invention Assignment Agreement previously executed by the Executive on December 23, 2020, a copy of which is attached hereto as Exhibit A (the "Confidentiality Agreement"); (v) a material violation by the Executive of any of the Company's written employment policies communicated to the Executive; or (vi) failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities as provided under Section 13 of this Agreement, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(b) "Disabled" or "Disability" means the Executive is unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of one hundred and eighty (180) days (which days need not be consecutive) in any twelve (12) month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such Disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 4(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq., and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(c) “Good Reason” means that the Executive has complied with the “Good Reason Process” (hereinafter defined) following the occurrence of any of the following events without the Executive’s consent: (A) a material diminution in the Executive’s responsibilities, authority or duties; (B) a material diminution in the Executive’s Base Salary except for a reduction of the Executive’s Base Salary that is part of an across-the-board salary reduction applied to substantially all senior management employees that is caused by the Company’s financial performance and is similar to and proportionately not greater than the reductions affecting all or substantially all senior management employees of the Company; (C) the relocation of the Executive’s principal place of business more than fifty (50) miles other than in a direction that reduces the Executive’s daily commuting distance; or (D) the material breach by the Company of this Agreement or any other agreements between the Executive and the Company relating to Equity Awards. “Good Reason Process” means that (i) the Executive reasonably determines in good faith that a “Good Reason” condition has occurred; (ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason condition within sixty (60) days of the first occurrence of such condition; (iii) the Executive cooperates in good faith with the Company’s efforts for thirty (30) days following such notice (the “Cure Period”) to remedy the condition; (iv) notwithstanding such efforts, at least one Good Reason condition continues to exist; and (v) the Executive terminates the Executive’s employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred. The Company’s success at curing a Good Reason condition shall not bar or preclude the Executive’s right to notify the Company of the occurrence of another Good Reason condition and to proceed with the Good Reason Process.

(d) “Sale Event” means the consummation of (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (ii) a merger, reorganization or consolidation pursuant to which the holders of the Company’s outstanding voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the surviving or resulting entity (or its ultimate parent, if applicable), (iii) the acquisition, directly or indirectly, of all or a majority of the outstanding voting stock of the Company in a single transaction or a series of related transactions by a Person or group of Persons, (iv) a Deemed Liquidation Event (as defined in the Company’s Certificate of Incorporation (as may be amended, restated or otherwise modified from time to time)), or (v) any other acquisition of the business of the Company, as determined by the Board. Notwithstanding the foregoing, a “Sale Event” shall not be deemed to have occurred as a result of (a) a merger effected solely to change the Company’s domicile, and (b) an acquisition of shares of Company common stock by the Company which, by reducing the number of shares outstanding, increases the proportionate number of shares beneficially owned by any person to a majority of the outstanding shares of common stock of the Company; provided, however, that if any person referred to in this clause (b) shall thereafter become the beneficial owner of any additional shares (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of shares directly from the Company) and immediately thereafter beneficially owns a majority of the then outstanding shares, then a “Sale Event” shall be deemed to have occurred for purposes of this clause (b). Notwithstanding the foregoing, where required to avoid extra taxation under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), a Sale Event must also satisfy the requirements of Treas. Reg. Section 1.409A-3(a)(5).

(e) “Sale Event Period” means the period ending twelve (12) months following the consummation of a Sale Event.

(f) “Terminating Event” means termination of the Executive’s employment by the Company without Cause or by the Executive for Good Reason. A Terminating Event does not include: (i) the termination of the Executive’s employment due to the Executive’s death or a determination that the Executive is Disabled; (ii) the Executive’s resignation for any reason other than Good Reason, or (iii) the Company’s termination of the Executive’s employment for Cause.

5. **<u>Compensation in Connection with a Termination for any Reason</u>**. 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.

6. **<u>Severance and Accelerated Vesting if a Terminating Event Occurs within the Sale Event Period</u>**. In the event a Terminating Event occurs within the Sale Event Period, subject to the Executive signing and complying with a separation agreement in a form and manner satisfactory to the Company containing, among other provisions, a general release of claims in favor of the Company and related persons and entities, covenants to return Company property and to not disparage the Company, a reaffirmation of the Confidentiality Agreement and a twelve (12) month post-employment non-competition restriction with a scope of prohibited competitive activity no greater than that described in the Confidentiality Agreement (the "<u>Separation Agreement and Release</u>"), and the Separation Agreement and Release becoming irrevocable, all within sixty (60) days after the Date of Termination or by an earlier date as determined by the Company, the following shall occur:

(a) the Company shall pay to the Executive an amount equal to twelve (12) months of the Executive's Base Salary in effect immediately prior to the Terminating Event (or the Executive's Base Salary in effect immediately prior to the Sale Event, if higher), determined in each case immediately before any event that constitutes Good Reason (if applicable);

(b) the Company shall pay to the Executive a pro-rated portion of the annual bonus target for the current year based on the Date of Termination;

(c) if the Executive timely elects and is eligible to continue receiving group health insurance pursuant to the "COBRA" law, the Company will, until the earlier of (x) the date that is twelve (12) months following the Date of Termination, and (y) the date on which the Executive obtains alternative coverage (as applicable, the "<u>Sale Event COBRA Contribution Period</u>"), continue to pay the share of the premiums for such coverage to the same extent it was paying such premiums on the Executive's behalf immediately prior to the Date of Termination. The remaining balance of any premium costs during the Sale Event COBRA Contribution Period, and all premium costs thereafter, shall be paid by the Executive monthly for as long as, and to the extent that, the Executive remains eligible for COBRA continuation. The Executive agrees that, should the Executive obtain alternative medical and/or dental insurance coverage prior to the date that is twelve (12) months following the Date of Termination, the Executive will so inform the Company in writing within five (5) business days of obtaining such coverage. Notwithstanding anything to the contrary herein, in the event that the Company's payment of the amounts described in Section 6(c) would subject the Company to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "<u>ACA</u>") or Section 105(h) of the Internal Revenue Code of 1986, as amended ("<u>Section 105(h)</u>"), or applicable regulations or guidance issued under the ACA or Section 105(h), the Executive and the Company agree to work together in good faith to restructure such benefit.

(d) One hundred percent (100%) of all equity awards held by the Executive shall immediately accelerate and become fully exercisable or nonforfeitable as of the Date of Termination and the provisions of this Section 6(d) shall be deemed to be incorporated by reference into the agreements governing all such awards.

For avoidance of doubt, the Separation Agreement and Release for purposes of this Agreement shall not require a waiver of any rights under the indemnification agreement between the Company and the Executive or any rights described in Section 5 above. Notwithstanding the foregoing, if the Executive's employment is terminated in connection with a Sale Event and the Executive immediately becomes reemployed by any direct or indirect successor to the business or assets of the Company, the termination of the Executive's employment upon the Sale Event shall not be considered a termination without Cause for purposes of this Agreement.

The amounts payable under Sections 6(a) and 6(b) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over twelve (12) months commencing within sixty (60) days after the Date of Termination; *provided, however*, that if the sixty (60) day period begins in one calendar year and ends in a second calendar year, the severance shall be paid or shall begin to be paid in the second calendar year by the last day of such sixty (60) day period; *provided further*, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

7. **Severance if a Terminating Event Occurs Outside the Sale Event Period**. In the event a Terminating Event occurs at any time other than during the Sale Event Period, subject to the Executive signing the Separation Agreement and Release and the Separation Agreement and Release becoming irrevocable, all within sixty (60) days after the Date of Termination or by an earlier date as determined by the Company, the following shall occur:

(a) the Company shall pay to the Executive an amount equal to twelve (12) months of the Executive's Base Salary in effect immediately prior to the Terminating Event (but only after disregarding any event that constitutes Good Reason);

(b) the Company shall pay to the Executive a pro-rated portion of the annual bonus target for the current year based on the Date of Termination; and

(c) if the Executive timely elects and is eligible to continue receiving group health insurance pursuant to the "COBRA" law, the Company will, until the earlier of (x) the date that is twelve (12) months following the Date of Termination, and (y) the date on which the Executive obtains alternative coverage (as applicable, the "Non-Sale Event COBRA Contribution Period"), continue to pay the share of the premiums for such coverage to the same extent it was paying such premiums on the Executive's behalf immediately prior to the Date of Termination. The remaining balance of any premium costs during the Non-Sale Event COBRA Contribution Period, and all premium costs thereafter, shall be paid by the Executive on a monthly basis for as long as, and to the extent that, the Executive remains eligible for COBRA continuation. The Executive agrees that, should the Executive obtain alternative medical and/or dental insurance coverage prior to the date that is twelve (12) months following the Date of Termination, the Executive will so inform the Company in writing within five (5) business days of obtaining such coverage. Notwithstanding anything to the contrary herein, in the event that the Company's payment of the amounts described in Section 7(c) would subject the Company to any tax or penalty under the ACA or Section 105(h), or applicable regulations or guidance issued under the ACA or Section 105(h), the Executive and the Company agree to work together in good faith to restructure such benefit.

The amounts payable under Section 7(a) and 7(b) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over twelve (12) months commencing within sixty (60) days after the Date of Termination; provided, however, that if the sixty (60) day period begins in one calendar year and ends in a second calendar year, the severance shall begin to be paid in the second calendar year by the last day of such sixty (60) day period; provided further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

8. **Confidentiality, Non-Solicitation, Non-Competition and Invention Assignment Agreement**. The Executive acknowledges and agrees that, (a) prior to the Commencement Date and as a condition of the Executive's employment, the Executive executed the Confidentiality Agreement attached hereto as Exhibit A indicating the Executive's agreement to all of the Executive's obligations thereunder; and (b) in consideration for the non-competition covenant set forth in Section 8.2 of the Confidentiality Agreement, the Executive was granted a stock option award and a restricted stock unit award under the Plan, as described in the Original Agreement, and such consideration was mutually agreed upon by Executive and the Company and is fair and reasonable in exchange for the Executive's compliance with such non-competition covenant. 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.

9. **Additional Limitation.**

(a) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (i) cash payments not subject to Section 409A of the Code; (ii) cash payments subject to Section 409A of the Code; (iii) equity-based payments and acceleration; and (iv) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(b) For purposes of this Section, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to this Section shall be made by a nationally recognized accounting firm selected by the Company prior to the Sale Event (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within fifteen (15) business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

10. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's "separation from service" within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation subject to the twenty percent (20%) additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (i) six (6) months and one (1) day after the Executive's separation from service, or (ii) the Executive's death.

(b) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(c) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(d) To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

11. **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.

12. 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 by written Notice of Termination from one party hereto to the other party hereto in accordance with this Section. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(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 on account of Executive's Disability or by the Company for Cause or without Cause, the date specified in the Notice of Termination; (iii) if the Executive's employment is terminated by the Executive for any reason except for Good Reason, thirty (30) days after the date specified in the Notice of Termination, and (iv) if the Executive's employment is terminated by the Executive with Good Reason, the date specified in the Notice of Termination given after the end of the Cure Period. 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 for purposes of this Agreement.

13. 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 reasonably compensate Executive for the time dedicated to, and 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; provided, however, that the Company will not pay the Executive any fee or amount for time spent providing testimony in any arbitration, trial, administrative hearing or other proceeding.

14. Relief. If the Executive breaches, or proposes to breach, any portion of this Agreement, including the Confidentiality Agreement, or, if applicable, the Separation Agreement and Release, 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, benefits and/or accelerated vesting, 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 its duties under this Agreement, the Confidentiality Agreement or the Separation Agreement and Release.

15. 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."

16. **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.

17. **Integration**. This Agreement, together with the Confidentiality Agreement and the Equity Documents, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, including the Executive's compensation, severance pay, benefits and accelerated vesting and supersedes in all respects all prior agreements between the parties concerning such subject matter, including without limitation any prior offer letter or employment agreement (including the Original Agreement), draft employment agreement, or discussions relating to the Executive's employment relationship with the Company. For purposes of this Agreement, the Company shall include affiliates and subsidiaries thereof.

18. **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.

19. **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.

20. **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 Chief Human Resources Officer of the Company or, if the Company does not have a Chief Human Resources Officer at the time of the notice, the most senior officer in the human resources function of the Company (in the case of notices to the Company), or by the Executive (in the case of notices to the Executive) 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 Chief Human Resources Officer of the Company or, if the Company does not have a Chief Human Resources Officer at the time of the notice, the most senior officer in the human resources function of the Company.

21. **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.

22. **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.

23. **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.

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

VOYAGER THERAPEUTICS, INC.

By: */s/ Michael Higgins*
Michael J. Higgins
Interim Chief Executive Officer

Date: February 2, 2022

EXECUTIVE:

/s/ Robin Swartz
Robin Swartz

Date: February 2, 2022

Signature Page to Swartz Employment Agreement

EXHIBIT A

Confidentiality, Non-Solicitation, Non-Competition and Invention Assignment Agreement

---