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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 30, 2020

INTELLIA THERAPEUTICS, INC.
(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-37766**	**36-4785571**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

40 Erie Street, Suite 130 **Cambridge, Massachusetts** **(Address of Principal Executive Offices)**	**02139** **(Zip Code)**

Registrant's Telephone Number, Including Area Code: (857) 285-6200

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 (Par Value $0.0001)	**NTLA**	**The Nasdaq Global 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 1.01 Entry into a Material Definitive Agreement.

On May 30, 2020, Intellia Therapeutics, Inc. (the "Company") and Regeneron Pharmaceuticals, Inc. ("Regeneron"), entered into (i) Amendment No. 1 (the "LCA Amendment") to the License and Collaboration Agreement, dated April 11, 2016 (the "LCA"), (ii) Co-Development and Co-Funding Agreements for the treatment of Hemophilia A and Hemophilia B (the "Hemophilia Co-Co Agreements") and (iii) a Stock Purchase Agreement (the "Stock Purchase Agreement").

LCA Amendment and Co-Co Agreements for Hemophilia A and B Programs

Under the LCA Amendment, the Company and Regeneron have agreed to, among other things, extend the Technology Collaboration Term (as defined in the LCA Amendment) until April 11, 2024 with a further option to extend an additional twenty-four (24) months for a $30 million payment when the option is exercised, to increase the Regeneron Target Cap from ten (10) to fifteen (15) and to allow for a second Intellia Independent Co/Co Option (as defined in the LCA Amendment). The Company has also granted a non-exclusive license to Regeneron under certain CRISPR/Cas9 platform intellectual property for the commercialization of up to ten (10) *ex vivo* edited CRISPR Products (as defined in the LCA Amendment) made using certain cell types, with particular limitations on Regeneron's activities in T cells. The *ex vivo* license does not include access to the Company's intellectual property directed to its *ex vivo* targets, programs, or cell engineering processes. This non-exclusive license is subject to royalty obligations such that the Company is eligible to earn royalties on *ex vivo* edited CRISPR Products ranging from the high-single-digits to low teens, in each case, on a per-product basis, subject to various reductions and offsets and the Company's existing royalty obligations to an upstream licensor. Further, subject to Regeneron's preexisting rights, certain forms of a new target will be treated as an Intellia Reserved Liver Target (as defined in the LCA and as modified by the LCA Amendment) after the effective date of the LCA Amendment.

Under the Hemophilia Co/Co Agreements, which are substantially based upon the Company and Regeneron's previously agreed Form of Co-Development and Co-Promotion Agreement, the Company and Regeneron will collaborate to research, develop, manufacture, and commercialize CRISPR Products directed to Factor VIII and Factor IX for the treatment of Hemophilia A and Hemophilia B, under which Regeneron will be the clinical and commercial lead for such activities. Further, under the Hemophilia Co/Co Agreements, worldwide development costs and profits of any future products will be split between the Company and Regeneron, 35% and 65%, respectively, subject to certain deductions.

As part of the consideration for the LCA Amendment and the Hemophilia Co/Co Agreements, Regeneron will pay the Company an up-front payment of $70.0 million.

Equity Placement

Under the Stock Purchase Agreement, the Company has agreed to sell to Regeneron 925,218 shares of its common stock, par value $0.0001 per share (the "Common Stock"), for aggregate cash consideration of $30.0 million, or $32.42 per share (the "Equity Transaction"), representing a 100% premium over the volume-weighted average trading price of the Company's Common Stock during the 30-day period prior to the closing of the Equity Transaction. This sale does not involve a public offering and is therefore exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"). Based on 50,602,875 shares of Common Stock outstanding as of March 31, 2020 (on a pro forma basis), following the Equity Transaction, Regeneron will beneficially own approximately 7.2% of the outstanding shares of Common Stock. The Stock Purchase Agreement contains customary representations, warranties, and covenants of each of the parties thereto. The Equity Transaction is expected to close promptly, subject to customary closing conditions.

In addition, under the Stock Purchase Agreement, Regeneron will not dispose of any shares of Common Stock beneficially owned by it immediately after the closing, until the termination of the Technology Collaboration Term, including any extensions thereof, subject to limited exceptions.

Further, under the Stock Purchase Agreement, Regeneron has agreed to vote, and cause its affiliates to vote, all shares of the Company's voting securities that Regeneron is entitled to vote in a manner as recommended by the Company's Board of Directors, except with respect to certain change of control transactions, liquidation or dissolution of the Company, issuances of Common Stock, or matters relating to the Company's stock option or stock purchase plan or other equity compensation arrangements.

The foregoing descriptions of the LCA Amendment and the Stock Purchase Agreement are qualified in their entireties by reference to the available text of the LCA Amendment and the Stock Purchase Agreement, copies of which are attached to this report as Exhibit 10.1 and 10.2, respectively. The foregoing description of the Hemophilia Co-Co Agreements are qualified by reference to the available text of the Form of Co-Development and Co-Promotion Agreement, dated as of July 20, 2018, which is available as Exhibit 10.18 of the Company's Form 10-K filed on February 27, 2020.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth under the heading "*Equity Placement*" in Item 1.01 is incorporated herein by reference.

Item 8.01. Other Events.

On June 1, 2020, the Company issued a press release concerning the LCA Amendment, the Hemophilia Co-Co Agreements and the Equity Transaction, a copy of which is being furnished as Exhibit 99.1 to this Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

Exhibit Index

Exhibit No.	Description
10.1#	Amendment No. 1, dated May 30, 2020, to the License and Collaboration Agreement, dated April 11, 2016, by and between Intellia Therapeutics, Inc. and Regeneron Pharmaceuticals, Inc.
10.2	Stock Purchase Agreement, dated May 30, 2020, by and between Intellia Therapeutics, Inc. and Regeneron Pharmaceuticals, Inc.
99.1	Press Release of Intellia Therapeutics, Inc. announcing Regeneron Collaboration and Equity Transaction, dated June 1, 2020
104	104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

Certain information in this exhibit was omitted by means of redacting a portion of the text and replacing it with "[***]". Intellia Therapeutics, Inc. has determined that the omitted information (i) is not material and (ii) would be competitively harmful if publicly disclosed.

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: June 1, 2020

Intellia Therapeutics, Inc.

By: /s/ John M. Leonard
Name: John M. Leonard
Title: Chief Executive Officer and President

Portions of this Exhibit have been redacted because they are both (i) not material and (ii) would be competitively harmful if publicly disclosed. Information that was omitted has been noted in this document with a placeholder identified by the mark "[***]".

Exhibit 10.1

EXECUTION VERSION

AMENDMENT 1 TO
LICENSE AND COLLABORATION AGREEMENT

This Amendment 1 (this "Amendment"), dated as of May 30, 2020 (the "Amendment Date"), is entered into by and between REGENERON PHARMACEUTICALS, INC., a corporation organized under the laws of New York and having a principal place of business at 777 Old Saw Mill River Road, Tarrytown, New York 10591 ("Regeneron"), and INTELLIA THERAPEUTICS, INC., a corporation organized under the laws of Delaware and having a principal place of business at 40 Erie Street, Suite 130, Cambridge, MA 02139 ("Intellia") (with each of Regeneron and Intellia referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, Regeneron and Intellia entered into that certain License and Collaboration Agreement dated as of April 11, 2016 (the "Agreement");

WHEREAS, Regeneron and Intellia desire to amend the Agreement as set forth herein; and

WHEREAS, in partial consideration of the Amendment, Regeneron and Intellia desire to enter into the Stock Purchase Agreement by and between the Parties dated as of May 30, 2020, a Co-Co Agreement for the Factor VIII Target, and a Co-Co Agreement for the Factor IX Target (each, as defined below).

NOW, THEREFORE, in consideration of the following mutual promises and obligations, and for other good and valuable consideration the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
AMENDMENTS

The Parties hereby agree that the Agreement shall be amended as follows:

1.1 Recitals. The recitals of the Agreement are hereby amended by adding the following new recital at the end of the current recitals:

WHEREAS, the Parties have entered into that certain Amendment 1 to this Agreement, dated as of May 30, 2020 (the "Amendment") in order to amend this Agreement as set forth therein, which amendments shall be effective as of the date set forth in ARTICLE 3 of the Amendment (the "Amendment Effective Date").

1.2 Definition of CRISPR Product. The definition of "CRISPR Product" or "CP" (Section 1.22) is hereby deleted in its entirety and replaced with the following:

1.22 "CRISPR Product" or "CP" shall mean any product that uses or incorporates CRISPR-Cas or, with respect to the Ex-Vivo Field (including the Non-Exclusive Ex-Vivo License Field), is a cell-based therapeutic, palliative or prophylactic product manufactured using CRISPR-Cas.

1.3 Definition of Ex-Vivo Field. The definition of "Ex-Vivo Field" (Section 1.26) is hereby deleted in its entirety and replaced with the following:

1.26 "Ex-Vivo Field" shall mean modification of cells using CRISPR-Cas where such modification is conducted ex vivo for the purpose of reintroducing such modified cells into a patient for therapeutic, palliative or prophylactic purposes.

1.4 Definition of Intellia Existing Third Party Agreements. The definition of "Intellia Existing Third Party Agreements" (Section 1.50) is hereby deleted in its entirety and replaced with the following:

1.50 "Intellia Existing Third Party Agreements" shall mean those agreements entered into by Intellia or an Affiliate of Intellia and a Third Party as of the Effective Date, including any amendments or restatements thereto as of the Effective Date or amendments following the Effective Date in accordance with Section 12.4, and under which Intellia is granted rights which are then sublicensed to Regeneron hereunder as Intellia Patent Rights, Intellia Ex-Vivo Patent Rights, Intellia Know-How, Intellia Ex-Vivo Know-How or Intellia Materials [***]. The Intellia Existing Third Party Agreements are set forth on Schedule 1.50.

1.5 Definition of Modulate. The definition of "Modulate" (Section 1.73) is hereby deleted in its entirety and replaced with the following:

1.73 "Modulate" shall mean, with respect to a Target [***].

1.6 Definition of Target. The definition of "Target" (Section 1.127) is hereby deleted in its entirety and replaced with the following:

1.127 "Target" shall mean [***].

1.7 Definition of Technology Collaboration Term. The definition of "Technology Collaboration Term" (Section 1.132) is hereby deleted in its entirety and replaced with the following:

1.132 "Technology Collaboration Term" shall mean the period commencing on the Effective Date and expiring on the eighth (8th) anniversary of such date; provided, that Regeneron may extend the Technology Collaboration Term, at its sole discretion, in accordance with Section 3.3(a). For clarity, the Technology Collaboration Term would also immediately expire upon the expiration or termination of this Agreement in its entirety.

1.8 Updated Chart of Defined Terms. The chart of defined terms in Section 1.139 of the Agreement is hereby amended by (a) deleting the terms "11th Spot Co/Co Option" and "11th Spot Regeneron Target" from the chart of defined terms and (b) adding the terms (i) "16th Spot Co/Co Option" and "16th Spot Regeneron Target" to the chart of defined terms, each of which are defined in Section 4.2(c)(i), and (ii) "17th Spot Co/Co Option" and "17th Spot Regeneron Target" to the chart of defined terms, each of which are defined in Section 4.2(c)(ii).

1.9 Extension of Technology Collaboration Term. Section 3.3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) Extensions. Regeneron may, by written notice to Intellia given at any time at least [***] months prior to the end of the Technology Collaboration Term, extend the Technology Collaboration Term one-time for an additional twenty-four (24) months, such that it will end on the tenth (10^{th}) anniversary of the Effective Date (rather than the eighth (8th) anniversary of the Effective Date). If Regeneron delivers such written extension notice, then on or prior to the [***], Regeneron shall pay to Intellia thirty million dollars ($30,000,000); provided that Intellia has issued to a Regeneron an invoice for such amount (which invoice may be paid at any time on or prior to the [***]).

1.10 Freedom to Operate License Grant by Regeneron. Section 3.6 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.6 Freedom to Operate License Grant by Regeneron. Subject to the terms and conditions of this Agreement (including Section 6.3 and Section 12.7), Regeneron shall grant, and hereby grants, to Intellia a non-exclusive, worldwide, sublicensable through multiple tiers (in accordance with Section 7.2(c)), provided that such sublicense shall not require the prior written consent of Regeneron, royalty-free and fully paid-up (subject to Section 7.12) license under the Regeneron FTO IP solely to the extent necessary (and with respect to any Patent Rights within the Regeneron FTO IP, on a claim-by-claim basis) to use, practice and otherwise exploit the applicable [***] Invention (and any improvements or derivatives but then, for clarity, only for the practice of such original [***] Invention or such improvements or derivatives of such original [***] Invention and not any other technology or use) for the research, development, making, having made, using, selling, offering for sale and importing of CPs and products or services incorporating or based upon such CPs (but excluding, for clarity, Regeneron Products and Regeneron Ex-Vivo Products).

1.11 Nomination of Intellia Liver Targets and Regeneron Evaluation Targets. Section 4.1(a) of the Agreement is hereby deleted in its entirety and replaced with the following (provided that, for clarity, the subsections of Section 4.1(a) shall remain in the Agreement as-is, except as otherwise specifically modified by this Amendment):

(a) Nomination of Intellia Liver Targets and Regeneron Evaluation Targets. [***] During the period commencing on the Effective Date until the eighth (8th) anniversary of the Effective Date (or the tenth (10th) anniversary of the Effective Date in the event that the Regeneron elects to extend the Technology Collaboration Term pursuant to Section 3.3(a)) (the "Target Draft Period"), the Parties will conduct a draft process on [***] of the Effective Date (or such other proximal date thereto as mutually agreed by the Parties), as further contemplated by Section 4.1(a)(i) below, through which Available Liver Targets are nominated as Regeneron Evaluation Targets or Intellia Liver Targets (each, a "Draft"). Each Draft will be conducted by telephone, video-conference or in person as

determined by the Co-Chairpersons of the JSC and under the oversight of the JSC. Decisions of the JSC in relation to any Draft matter will be made by mutual agreement of both Parties' JSC representatives.

1.12 [***]. A new Section 4.1(a)(i)(3) is hereby added to the Agreement as follows:

(3) [***].

1.13 Selection of Regeneron Targets. Section 4.2 of the Agreement is hereby deleted in its entirety and replaced with the following (provided that, for clarity, the subsections of Section 4.2 shall remain in the Agreement as-is, except as otherwise specifically modified by this Amendment):

4.2 Selection of Regeneron Targets. Regeneron will have the right, from time to time in accordance with this Section 4.2, to select up to fifteen (15) Targets at any given time (the "Regeneron Target Cap") to become Regeneron Targets; provided, that (a) if Regeneron desires to select a given Liver Target as a Regeneron Target, Regeneron may only select Liver Targets from the Liver Target Pool as Regeneron Targets; (b) [***] no more than five (5) of such Targets at any given time under Product R&D Programs may be Non-Liver Targets [***]. Notwithstanding the foregoing, the Parties agree and acknowledge that the Regeneron Target Cap is subject to increase pursuant to Section 4.2(c). Upon selection of a Regeneron Target by Regeneron pursuant to this Section 4.2, such Regeneron Target shall be included in the Product R&D Program and Regeneron Products will be developed for such Regeneron Target (on a Regeneron Target-by-Regeneron Target basis) under a Product R&D Plan for such Regeneron Target (which Product R&D Plan shall be prepared in accordance with Section 4.3(d)). [***].

1.14 Factor VIII Target and Factor IX Target as Regeneron Targets. A new Section 4.2(a)(i)(3) is hereby added to the Agreement as follows:

(3) Factor VIII Target and Factor IX Target as Regeneron Targets. As of the Amendment Effective Date, [***].

1.15 Regeneron Target Cap Increase. Section 4.2(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

(c) Regeneron Target Cap Increase.

(i) In the event that Intellia exercises its first Intellia Independent Co/Co Option, then, notwithstanding the provisions of Section 4.2, the Regeneron Target Cap shall be increased to sixteen (16) for purposes of this Agreement and Regeneron shall have the right to select additional Targets in accordance with this Section 4.2 up to such increased Regeneron Target Cap. In the event that the Regeneron Target Cap is increased to sixteen (16) pursuant to this Section 4.2(c)(i) and Regeneron chooses to select a Regeneron Target to fill such sixteenth (16th) spot (i.e., Regeneron has fifteen (15) other Regeneron Targets actively selected and Regeneron then chooses to have a sixteenth (16th) Regeneron Target) then with respect to such Target (and any replacement Target thereafter) selected by Regeneron to fill such sixteenth (16th) spot (the "16th Spot

Regeneron Target"), Intellia shall be awarded the right to exercise an Intellia Option on such 16th Spot Regeneron Target if such 16th Spot Regeneron Target becomes eligible for exercise of the Intellia Option pursuant to Article 5 (such Intellia Option, the "16th Spot Co/Co Option").

(ii) In the event that Intellia exercises its second Intellia Independent Co/Co Option, then, notwithstanding the provisions of Section 4.2, the Regeneron Target Cap shall be increased to seventeen (17) for purposes of this Agreement and Regeneron shall have the right to select additional Targets in accordance with this Section 4.2 up to such increased Regeneron Target Cap. In the event that the Regeneron Target Cap is increased to seventeen (17) pursuant to this Section 4.2(c)(ii) and Regeneron chooses to select a Regeneron Target to fill such seventeenth (17th) spot (i.e., Regeneron has sixteen (16) other Regeneron Targets actively selected and Regeneron then chooses to have a seventeenth (17th) Regeneron Target) then with respect to such Target (and any replacement Target thereafter) selected by Regeneron to fill such seventeenth (17th) spot (the "17th Spot Regeneron Target"), Intellia shall be awarded the right to exercise an Intellia Option on such 17th Spot Regeneron Target if such 17th Spot Regeneron Target becomes eligible for exercise of the Intellia Option pursuant to Article 5 (such Intellia Option, the "17th Spot Co/Co Option").

1.16 [***]. A new Section 4.3(e) is hereby added to the Agreement as follows:

(e) [***]. The Parties hereby agree and acknowledge that, as of the Amendment Effective Date, the Parties are entering into a Co-Co Agreement for the Factor VIII Target and a Co-Co Agreement for the Factor IX Target. [***].

1.17 Regeneron Option. Section 5.1(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

(c) Regeneron Option. During the Target Draft Period and continuing for a period of [***] years thereafter (the "Option Period"), Intellia hereby grants Regeneron an exclusive option, to enter into a co-development and co-commercialization arrangement (based on the Form of Co-Co Agreement agreed by the Parties on July 20, 2018) for [***] Intellia Liver Targets [***] which further includes an [***] cost and profit share arrangement with respect thereto (each, [***] a "Regeneron Option"), as more fully set forth in the remainder of this Section 5.1 [***].

1.18 TTR Target. Section 5.1(e)(iii) is hereby amended by deleting [***] and replacing with [***].

1.19 Co-Co Agreements for Factor VIII Target and Factor IX Target. A new Section 5.1(e)(iv) is hereby added to the Agreement as follows:

(iv) Co-Co Agreements for Factor VIII Target and Factor IX Target. The Parties hereby agree and acknowledge that, as of the Amendment Effective Date, the Parties are entering into a Co-Co Agreement for the Factor VIII Target and a Co-Co Agreement for the Factor IX Target, in each case, with Regeneron as the "lead party" thereunder; provided, however, that notwithstanding anything to the contrary contained

herein, Regeneron is not exercising a Regeneron Option with respect to either such Target, and Regeneron shall not be deemed to have exercised a Regeneron Option for either such Target for any purposes hereunder (including for purposes of counting towards the Regeneron Target Cap or for purposes of Section 5.1(c) or Section 5.1(f)).

1.20 Intellia Option. Section 5.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) Intellia Option. During the Option Period, Regeneron hereby grants Intellia an exclusive option, to enter into a co-development and co-commercialization arrangement (based on the Form of Co-Co Agreement agreed by the Parties on July 20, 2018) for [***] each Regeneron Target [***] which further includes an [***] cost and profit share arrangement with respect thereto, (each, [***] an "Intellia Option"), as more fully set forth in the remainder of this Section 5.2. [***].

1.21 Co-Co Agreements for Factor VIII Target and Factor IX Target. A new Section 5.2(c)(iii) is hereby added to the Agreement as follows:

(iii) Co-Co Agreements for Factor VIII Target and Factor IX Target. The Parties hereby agree and acknowledge that, as of the Amendment Effective Date, the Parties are entering into a Co-Co Agreement for the Factor VIII Target and a Co-Co Agreement for the Factor IX Target, in each case, with Regeneron as the "lead party" thereunder; provided, however, that notwithstanding anything to the contrary contained herein, Intellia is not exercising an Intellia Option with respect to either such Target, and Intellia shall not be deemed to have exercised an Intellia Option for either such Target for any purposes hereunder (including for purposes of Sections 4.2(c) and 5.2(a)).

1.22 Non-Exclusive License Grant for Regeneron Ex-Vivo Products. A new Section 6.7 is hereby added to the Agreement as follows:

6.7 Non-Exclusive License Grant for Regeneron Ex-Vivo Products and Intellia Ex-Vivo Products. Notwithstanding the provisions of Section 6.5, the following shall apply:

(a) Non-Exclusive Ex-Vivo License Grants.

(i) Grant to Regeneron. Subject to the terms and conditions of this Agreement, including Section 6.7(b), Intellia shall grant, and hereby grants, to Regeneron a non-exclusive, worldwide, sublicensable in multiple tiers (in accordance with Section 6.7(c)), license under the Intellia Ex-Vivo Patent Rights and Intellia Ex-Vivo Know-How to (1) research and develop, including to make (and have made), use and import for research and development purposes, Regeneron Ex-Vivo Products and (2) sell (and offer for sale), including to make (and have made), use and import for commercialization purposes, Regeneron Ex-Vivo Products, in each case of (1) and (2), for use in the Non-Exclusive Ex-Vivo License Field. Upon the expiration of the Royalty Term for a given Regeneron Ex-Vivo Product, the licenses and rights under this Section 6.7(a)(i) with respect to such Regeneron Ex-Vivo Product shall become fully paid-up, perpetual and irrevocable licenses.

(ii) Grant to Intellia. Subject to the terms and conditions of this Agreement, Regeneron shall grant, and hereby grants, to Intellia a non-exclusive, worldwide, sublicensable in multiple tiers (in accordance with Section 6.7(c)), license under the Regeneron Ex-Vivo Improvement Patent Rights to (1) research and develop, including to make (and have made), use and import for research and development purposes, Intellia Ex-Vivo Products and (2) sell (and offer for sale), including to make (and have made), use and import for commercialization purposes, Intellia Ex-Vivo Products, in each case of (1) and (2), for use in the Ex-Vivo Field.

(b) Limitation on Licenses.

(i) Limitation of 10 Unique Regeneron Ex-Vivo Products for Commercialization. The licenses granted to Regeneron in Section 6.7(a)(i)(2) (and, therefore, any right to grant sublicenses pursuant to such licenses) shall be limited to a maximum of ten (10) Unique Regeneron Ex-Vivo Products (the "Ex-Vivo License Product Cap") (i.e., Regeneron and its Affiliates and sublicensees may not exercise the license grant in Section 6.7(a)(i)(2) with respect to more than ten (10) Unique Regeneron Ex-Vivo Products); [***].

(ii) Limitation on Certain [***]. Notwithstanding the provisions of Section 6.7(a)(i), [***], Regeneron shall not have the right to exercise the licenses granted pursuant to Section 6.7(a)(i) to research, develop, or commercialize, including to make, use, sell, offer for sale, or import (or have made, have used, have sold, have offered for sale, or have imported), any Regeneron Ex-Vivo Product that is an edited [***]. For clarity, [***] the restrictions set forth in this Section 6.7(b)(ii) shall no longer apply and this Section 6.7(b)(ii) shall be of no further force and effect.

(iii) Limitation on Certain [***]. Notwithstanding the provisions of Section 6.7(a)(i), [***], Regeneron shall not have the right to exercise the licenses granted pursuant to Section 6.7(a)(i) to research, develop, or commercialize, including to make, use, sell, offer for sale, or import (or have made, have used, have sold, have offered for sale, or have imported), any Regeneron Ex-Vivo Product that is an edited [***]. For clarity, [***] the restrictions set forth in this Section 6.7(b)(iii) shall no longer apply and this Section 6.7(b)(iii) shall be of no further force and effect.

(iv) Limitation on Disclosure of Know-How. Without limiting the provisions of Article 13, with respect to any Intellia Ex-Vivo Know-How that has been provided to Regeneron in tangible form and that still remains subject to the confidentiality obligations under Article 13, Regeneron shall, in connection with Regeneron's exercise of the licenses granted under such Intellia Ex-Vivo Know-How pursuant to Section 6.7(a)(i), use reasonable, good faith efforts to put in place reasonable safeguards to limit access to and disclosure of such Intellia Ex-Vivo Know-How to (x) employees and other personnel of Regeneron (and its Affiliates) and its Third Party collaborators who need to know such Intellia Ex-Vivo Know-How to research, develop, manufacture or commercialize Regeneron Ex-Vivo Products and (y) Third Party contractors (other than a Third Party whose primary business is the development and commercialization of CPs as of the time such Third Party is engaged to perform the applicable activities) acting on behalf of Regeneron (or its Affiliates) or Third Party collaborators in connection with the research, develop, manufacture or commercialize Regeneron Ex-Vivo Products.

(c) Sublicenses and Contractors. Notwithstanding anything to the contrary contained herein (including the provisions of Sections 7.2(b), which (except for the last sentence of Section 7.2(b)) shall not apply to either Party's right to use contractors under this Section 6.7(c)), (i) the licenses set forth in Section 6.7(a) shall be freely sublicensable (through multiple tiers) in accordance with Section 7.2(c); provided that such sublicenses may only be granted to a Third Party in connection with, and solely for the purpose of, the research, development, making, having made, sale, offering for sale, use, import and other exploitation of any Regeneron Ex-Vivo Products (in the case of Regeneron as the Party granting the sublicense) or the Intellia Ex-Vivo Products (in the case of Intellia as the Party granting the sublicense), and (ii) each Party (and their respective sublicensees pursuant to clause (i)) may conduct the research, development, making, having made, sale, offering for sale, use, import and other exploitation of any Regeneron Ex-Vivo Products (in the case of Regeneron as the subcontracting party) or any Intellia Ex-Vivo Products (in the case of Intellia as the subcontracting party) through one or more contract research, development, manufacturing or commercialization organizations; provided that (A) the subcontracting Party shall remain responsible and liable for the compliance, or failure to comply, by such of its subcontractors with the applicable terms and conditions set forth in this Agreement, including that each such sublicensee and subcontractor undertakes in writing obligations of confidentiality and non-use regarding Confidential Information that are substantially the same as those undertaken by the Parties pursuant to Article 13 hereof and (B) if such subcontractor breaches any such terms and conditions, the other Party will have the right to proceed directly against the subcontracting Party without any obligation to first proceed against the subcontractor.

(d) Target Selection for [***].

(i) [***]. In the event that Regeneron desires to exercise the licenses granted in Section 6.7(a)(i) to develop a Regeneron Ex-Vivo Product that is an edited [***], then Regeneron must first determine if the proposed Target to which such Regeneron Ex-Vivo Product will be Directed to is an [***] (and, for clarity, Regeneron shall only be permitted to exercise the licenses granted in Section 6.7(a)(i) to research, develop, or commercialize, including to make, use, sell, offer for sale, or import (or have made, have used, have sold, have offered for sale, or have imported) Regeneron Ex-Vivo Products that are edited [***] if such Regeneron Ex-Vivo Product is Directed to an [***]). In order to determine if a given Target(s) is an [***], Regeneron shall have the right, from time to time during the period from the Amendment Effective Date until the end of Target Draft Period, [***] (each such written inquiry, a [***]). If the Third Party Gatekeeper determines that such proposed Target is not an [***] in accordance with the gatekeeper process set forth in Section 6.7(d)(iii), then such Target shall be deemed to be an [***].

(ii) [***]. In the event that Regeneron desires to exercise the licenses granted in Section 6.7(a)(i) to develop a Regeneron Ex-Vivo Product that is an [***], then Regeneron must first determine if the proposed Target to which such Regeneron Ex-Vivo Product will be Directed to is an [***] (and, for clarity, Regeneron shall only be

permitted to exercise the licenses granted in Section 6.7(a)(i) to research, develop, or commercialize, including to make, use, sell, offer for sale, or import (or have made, have used, have sold, have offered for sale, or have imported) Regeneron Ex-Vivo Products that are edited [***] if such Regeneron Ex-Vivo Product is Directed to an [***]). In order to determine if a given Target(s) is an [***], Regeneron shall have the right, from time to time [***] (each such written inquiry, an [***] and together with each [***], each a [***]). If the Third Party Gatekeeper determines that such proposed Target is not an [***], then such Target shall be deemed to be an [***] and [***] shall collectively be deemed to be "Available Targets."

(iii) Gatekeeper Process.

[***].

(e) Intellia Third Party Payments and Regeneron Ex-Vivo Products. To the extent that, as a result of the exercise by Regeneron of the license set forth in Section 6.7(a)(i), the research, development, making, having made, sale, offering for sale, use, import and other exploitation of any Regeneron Ex-Vivo Products by Regeneron triggers a milestone payment by Intellia under an [***] to [***], as such [***] are expressly set forth on [***] as a result of the grant or exercise of the license set forth in Section 6.7(a)(i) or the research, development, making, having made, sale, offering for sale, use, import or other exploitation of any Regeneron Ex-Vivo Products.

(f) Exploitation of Regeneron Ex-Vivo Products. Notwithstanding anything to the contrary contained herein, the research, development, making, having made, sale, offering for sale, use, import and other exploitation of any Regeneron Ex-Vivo Products by or on behalf of Regeneron or any of its Affiliates (alone or together with a Third Party(ies)) shall be at the sole discretion of Regeneron and shall be deemed to be conducted outside of this Agreement, including that (i) such activities shall not be under the purview of the JSC or otherwise subject to any Product R&D Program and (ii) any Intellectual Property invented by or on behalf of Regeneron (or any of its Affiliates or sublicensees) in the conduct of such activities shall not be deemed to be invented under this Agreement. Without limiting the foregoing, Regeneron shall not be required to share any progress reports or other information with Intellia with respect to the Regeneron Ex-Vivo Products, except as expressly set forth in this Section 6.7 or Section 9.3(g).

(g) Termination of Licenses.

(i) Termination by Regeneron for Convenience. Regeneron shall have the right, in its discretion, on a Regeneron Ex-Vivo Product-by-Regeneron Ex-Vivo Product, to terminate the licenses set forth in Section 6.7(a)(i) with respect to a given Regeneron Ex-Vivo Product, as applicable, upon [***] days prior written notice to Intellia. For clarity, (i) in the event that Regeneron terminates the licenses set forth in Section 6.7(a)(i) with respect to a given Regeneron Ex-Vivo Product, then Regeneron shall no longer [***] and (ii) the licenses set forth in Section 6.7(a)(i) shall continue to apply to with respect to all other Regeneron Ex-Vivo Products.

(ii) Termination by Intellia for Regeneron's Breach. Intellia may terminate the licenses set forth in Section 6.7(a)(i) if Regeneron commits a material breach of its obligations under this Section 6.7, including the obligation to pay Royalties for the Regeneron Ex-Vivo Products under Section 9.3(g), (in its entirety or with respect to one or more Regeneron Ex-Vivo Targets or Regeneron Ex-Vivo Products, as applicable), in a manner that fundamentally frustrates the value or essential characteristics of each Party's rights and obligations under this Section 6.7, as follows:

(1) if such material breach of Regeneron's obligations under this Section 6.7 is with respect to the Party's rights and obligations under this Section 6.7 in its entirety, then the licenses set forth in Section 6.7(a)(i) may be terminated in their entirety (but only if the material breach affects the entirety of the Party's rights and obligations under this Section 6.7); or

(2) if such material breach of this Section 6.7 is with respect to one or more Regeneron Ex-Vivo Targets and/or Regeneron Ex-Vivo Products, then the licenses set forth in Section 6.7(a)(i) may be terminated only with respect to such Regeneron Ex-Vivo Target(s) and/or Regeneron Ex-Vivo Product(s). For clarity, when a material breach relates only to certain Regeneron Targets and/or Regeneron Ex-Vivo Products, termination pursuant to this Section 6.7(g)(ii)(2) shall be solely with respect to the relevant Regeneron Ex-Vivo Target(s) and/or Regeneron Ex-Vivo Product(s) to which the material breach relates.

(3) The provisions of Section 16.4(b) and 16.4(c) will apply to any material breach that Intellia alleges Regeneron has committed under this Section 6.7(g)(ii).

(iii) Termination by Regeneron for Intellia's Breach. Regeneron may terminate the licenses set forth in Section 6.7(a)(ii) if Intellia commits a material breach of its obligations under this Section 6.7 (in its entirety or with respect to one or more Intellia Ex-Vivo Products, as applicable), in a manner that fundamentally frustrates the value or essential characteristics of each Party's rights and obligations under this Section 6.7, as follows:

(1) if such material breach of Intellia's obligations under this Section 6.7 is with respect to the Party's rights and obligations under this Section 6.7 in its entirety, then the licenses set forth in Section 6.7(a)(ii) may be terminated in their entirety (but only if the material breach affects the entirety of the Party's rights and obligations under this Section 6.7); or

(2) if such material breach of this Section 6.7 is with respect to one or more Intellia Ex-Vivo Products, then the licenses set forth in Section 6.7(a)(ii) may be terminated only with respect to such Intellia Ex-Vivo Product(s). For clarity, when a material breach relates only to certain Intellia Ex-Vivo Products, termination pursuant to this Section 6.7(g)(iii)(2) shall be solely with respect to the relevant Intellia Ex-Vivo Product(s) to which the material breach relates.

(3) The provisions of Section 16.4(b) and 16.4(c) will apply to any material breach that Regeneron alleges Intellia has committed under this Section 6.7(g)(iii).

(h) Regeneron Ex-Vivo Products and the Non-Exclusive Ex-Vivo License Field. Intellia agrees and acknowledges that Regeneron shall have the right to exercise the licenses set forth in Section 6.7(a), subject to the terms and conditions set forth in this Section 6.7 (including Section 6.7(b)), in the Non-Exclusive Ex-Vivo License Field and to research, develop, manufacture, commercialize and otherwise exploit the Regeneron Ex-Vivo Products, notwithstanding any other restrictions or limitations on activities in the Ex-Vivo Field set forth in this Agreement (including as set forth in Section 6.3 and 6.5) or any Co-Co Agreement. For clarity, except as expressly set forth in this Section 6.7, nothing in this Section 6.7 is intended, or will be construed, to alter the rights and obligations of Regeneron with respect to the Ex-Vivo Field or the Reserved Ex-Vivo Field under any other provision of this Agreement (including Sections 6.3 and 6.5) or any Co-Co Agreement.

(i) Certain Definitions. As used herein, the following capitalized terms, whether used in the singular or plural, shall have the meanings set forth below:

(i) "BLA" shall mean a Biologics License Application (as defined in the United States Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 *et seq.*, as amended from time to time, together with any rules, regulations and requirements promulgated thereunder).

(ii) [***]

(iii) "Indication" means a specific disease, impairment, or medical condition that is the intended subject of a therapeutic, prophylactic, or palliative product.

(iv) "Intellia Ex-Vivo Know-How" shall mean any and all Intellia Know-How that (1) is or has been disclosed or otherwise made known to Regeneron or any of its Affiliates pursuant to, or in connection with, this Agreement or any Co-Co Agreement and (2) is necessary or useful to practice the Intellia Ex-Vivo Patent Rights or otherwise for the research, development, making, using, exploitation or selling of a Regeneron Ex-Vivo Product.

(v) "Intellia Ex-Vivo Patent Rights" shall mean any and all Patent Rights that are (1) set forth on Schedule 1.47 (but excluding any such Patent Rights set forth on Schedule 12.3(c)), (2) set forth on Schedule 6.7(h), (3) included as Intellia Ex-Vivo Patent Rights pursuant to Section 7.3(d), or (4) Controlled by Intellia or any of its Affiliates as of the Amendment Effective Date or at any time thereafter that (A) claim priority to any of the Patent Rights in the foregoing subclauses (1), (2) or (3) or (B) are foreign equivalents of any of the Patent Rights in the foregoing subclauses (1), (2) or (3). For clarity, no Patent Rights other than those expressly identified above will be included in this definition of "Intellia Ex-Vivo Patent Rights," even if such Patent Rights are necessary or useful to research, develop or commercialize, including to make, have made, use, sell, offer for sale, or import, any Regeneron Ex-Vivo Product.

(vi) "Intellia Ex-Vivo Product" shall mean any CP owned or Controlled by Intellia (or any of its Affiliates) for use in the Ex-Vivo Field, but in all events excluding any Regeneron Ex-Vivo Product.

(vii) "Non-Exclusive Ex-Vivo License Field" shall mean modification of cells using CRISPR-Cas where such modification is conducted ex vivo for the purpose of reintroducing such modified cells that are Permitted Cell Types into a patient for therapeutic, palliative or prophylactic purposes.

(viii) "Permitted Cell Type" shall mean any [***].

(ix) "Regeneron Ex-Vivo Improvement Patent Rights" shall mean any and all Patent Rights owned and Controlled by Regeneron (or its Affiliate) during the Term to the extent that such Patent Rights claim an invention that [***].

(x) "Regeneron Ex-Vivo Product" shall mean any CP that (1) is (A) developed by or on behalf of Regeneron or any of its Affiliates (alone or together with a Third Party), (B) Directed to a Regeneron Ex-Vivo Target, and (C) is an edited Permitted Cell Type that has been manufactured or modified from any cell using CRISPR-Cas where such modification is conducted ex vivo for the purpose of reintroducing such modified cells into a patient, and (2) either (A) the manufacture, use, offer for sale, sale, import, development or commercialization of which would (absent any license or ownership interest thereto) infringe any Intellia Ex-Vivo Patent Rights, or (B) incorporates Intellia Ex-Vivo Know-How or directly uses Intellia Ex-Vivo Know-How provided in tangible form in the Manufacture of such CP. For clarity, Regeneron Ex-Vivo Products shall exclude Regeneron Products.

(xi) "Regeneron Ex-Vivo Target" shall mean [***] with respect to a Regeneron Ex-Vivo Product that is an edited Permitted Cell Type [***], any Target. For clarity, a Regeneron Ex-Vivo Target shall not be considered a "Regeneron Target" hereunder; provided that if a Target that is a Regeneron Ex-Vivo Target separately is or becomes a Regeneron Target in accordance with the terms of this Agreement, then such Target shall independently be both a Regeneron Ex-Vivo Target and a Regeneron Target (and, for clarity, (x) when referring to such Target in the context of a "Regeneron Target," such reference shall not include such Target in the context of a "Regeneron Ex-Vivo Target" and (y) when referring to such Target in the context of a "Regeneron Ex-Vivo Target," such reference shall not include such Target in the context of a "Regeneron Target").

(xii) [***]

(xiii) [***]

(xiv) [***] shall mean any (1) Target that is the subject of planned research activities by Intellia (or its Affiliates) with respect to [***] in the Non-Exclusive

Ex-Vivo License Field pursuant to a bona fide research plan specific to such Target that (A) has been presented to, and approved by, Intellia's Board of Directors and (B) under which active and ongoing research or development activities have commenced and are ongoing, (2) Target for which Intellia has an active and ongoing research or development program for Intellia CPs (that are [***]) Directed to such Target in the Non-Exclusive Ex-Vivo License Field, as demonstrated by written and approved budgets and development plans as well as bona fide employee allocations, (3) Target for which Intellia has granted exclusive rights (or an exclusive option to obtain exclusive rights) to a Third Party to develop and commercialize [***] Directed to such Target in the Non-Exclusive Ex-Vivo License Field pursuant to a written and executed agreement between Intellia and such Third Party, or (4) Target for which Intellia is in active partnering or licensing discussions with a Third Party to grant exclusive rights (or an exclusive option to obtain exclusive rights) to such Third Party to develop and commercialize [***] Directed to such Target in the Non-Exclusive Ex-Vivo License Field as demonstrated by at least one (1) term sheet exchange between Intellia and such Third Party (the most recent of which has occurred within forty-five (45) days before Regeneron's nomination of the applicable Target); provided that, if any such Target no longer falls within any of subclauses (1), (2), (3) or (4), as applicable, then such Target shall no longer be an "[***]."

(xv) "Unique Regeneron Ex-Vivo Product" shall mean a Regeneron Ex-Vivo Product [***].

1.23 Coordination of Intellia Platform In-Licenses. Section 7.3(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

(d) Commencing on the Effective Date and continuing until [***], if Intellia or its Affiliates enters into any Intellia Platform In-License during such period [***] that may be useful or necessary in connection with the [***], then Intellia will provide written notice of such license to Regeneron, [***], so Regeneron may elect whether to include such license under this Agreement [***]. If Regeneron provides notice that it does elect to include such Intellectual Property within [***]of receipt of such written notice from Intellia [***], then (A) the respective Intellia Platform In-License will be deemed to be a "New Intellia Platform License" hereunder, and (B) with respect to any such New Intellia Platform License, the Patent Rights, Know-How and Materials in-licensed under such New Intellia Platform License will be deemed "Controlled" by Intellia under this Agreement and, for clarity, will also be deemed to be Intellia Ex-Vivo Patent Rights or Intellia Ex-Vivo Know-How, as applicable. Any Intellia Platform In-License not selected by Regeneron hereunder within such [***] day period, shall not be deemed a New Intellia Platform License hereunder, [***].

1.24 Payments Under Intellia Platform In-Licenses. Section 7.3(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

(e) To the extent that any milestones or royalties under a New Intellia Platform License are attributable to one or more Regeneron Products [***] ("Regeneron Specific Third Party Payments"), then [***] of such amounts shall be borne by Regeneron and Regeneron shall be solely responsible for and bear all of such Regeneron Specific Third Party Payments [***].

1.25 [***]. Section 7.3(g) of the Agreement is hereby deleted in its entirety and replaced with the following:

(g) [***]

1.26 Coordination of Third Party Intellectual Property Licensing. Section 7.4(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) During the Target Selection Period, if either Party (or its Affiliate) desires to obtain a license to Intellectual Property of a Third Party for use in the performance of [***], then prior to entering into such license, the Parties shall discuss in good faith and coordinate the licensing of such Intellectual Property; provided, however, that nothing in this Section 7.4 shall prevent or prohibit or require a Party (or any of its Affiliates) from entering into any such license. [***].

1.27 Additional Upfront Payment. Section 9.1 of the Agreement is hereby amended by adding the following sentence to the end of Section 9.1:

Following the Amendment Effective Date, Regeneron shall pay Intellia seventy million dollars ($70,000,000) within [***] days after receipt of an invoice therefor from Intellia (provided that Intellia shall not deliver such invoice until the Amendment Effective Date).

1.28 No Development and Commercial Milestones for Regeneron Ex-Vivo Products. A new Section 9.2(f) is hereby added to the Agreement as follows:

(f) No Milestones for Regeneron Ex-Vivo Products. Notwithstanding the foregoing provisions of this Section 9.2, Regeneron shall not owe Intellia any of the milestone payments set forth in this Section 9.2 with respect to any Regeneron Ex-Vivo Products.

1.29 Royalties on Regeneron Ex-Vivo Products. A new Section 9.3(g) is hereby added to the Agreement as follows:

(g) Royalties on Regeneron Ex-Vivo Products. From and after the [***]

1.30 Third Party Claims Related to Technology Collaboration, Regeneron Target Evaluation Program, Intellia Target Evaluation Program or Product R&D Program. Section 10.8 of the Agreement is hereby deleted in its entirety and replaced with the following:

10.8 Third Party Claims Related to Technology Collaboration, Regeneron Target Evaluation Program, Intellia Target Evaluation Program or Product R&D Program. If either Party or its Affiliates shall learn of a Third Party claim, assertion or certification that the activities under the Technology Collaboration, Regeneron Target Evaluation Program, Intellia Target Evaluation Program or Product R&D Program infringe or otherwise violate

the intellectual property rights of any Third Party, then such Party shall promptly notify the other Party in writing of this claim, assertion or certification. As soon as reasonably practical after the receipt of such notice, the Parties shall [***].

1.31 Joint Representations and Warranties. Section 12.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

12.1 Joint Representations and Warranties. Each Party hereto represents and warrants to the other Party, as of the Effective Date and as of the Amendment Effective Date, as follows: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (b) it has full corporate power and authority to execute, deliver, and perform this Agreement, and has taken all corporate action necessary to enter into, deliver, and perform this Agreement; (c) the execution and performance by it of its obligations hereunder will not constitute a breach of, or conflict with, its organizational documents nor any other material agreement or arrangement, whether written or oral, by which it is bound or requirement of Applicable Laws; (d) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof (subject to Applicable Laws of bankruptcy and moratorium); (e) such Party is not prohibited by the terms of any agreement to which it is a party from performing the Technology Collaboration, Regeneron Target Evaluation Program, Intellia Target Evaluation Program or the Product R&D Program or granting the rights or licenses hereunder; (f) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee in connection with this Agreement or the transactions contemplated hereby based on arrangements made by it or on its behalf; (g) it has obtained all necessary consents, approvals and authorizations of all Governmental Authorities and other Persons required to be obtained by it as of the Effective Date, as applicable, in connection with the execution, delivery and performance of this Agreement; and (h) except as set forth in Article 3 of the Amendment, it has obtained all necessary consents, approvals and authorizations of all Governmental Authorities and other Persons required to be obtained by it as of the Amendment Effective Date, as applicable in connection with the execution, delivery and performance of the amendments to this Agreement as set forth in the Amendment.

1.32 Covenants. Section 12.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

(b) Intellia (on behalf of itself and its Affiliates) hereby further covenants to Regeneron that it (and they) shall not assign, transfer, convey or otherwise grant to any Person or otherwise encumber (including through lien, charge, security interest, mortgage, encumbrance or otherwise) any rights to any Intellia Know-How, Intellia Ex-Vivo Know-How, Intellia Patent Rights or Intellia Ex-Vivo Patent Rights, in any manner that would conflict with, or would adversely interfere with, the grant of the rights or licenses to Regeneron hereunder.

1.33 [***]. A new Section 12.4(c) is hereby added to the Agreement as follows:

(c) [***]

1.34 Disclaimer of Warranties. Section 12.6 of the Agreement is hereby deleted in its entirety and replaced with the following:

12.6 Disclaimer of Warranties. EXCEPT AS OTHERWISE SPECIFICALLY AND EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE SUCCESS OR POTENTIAL SUCCESS OF THE TECHNOLOGY COLLABORATION OR THE DEVELOPMENT, COMMERCIALIZATION, MARKETING OR SALE OF ANY REGENERON PRODUCT OR REGENERON EX-VIVO PRODUCT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1.35 Confidential Information. Section 13.1(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

(c) Each Party covenants that neither it nor any of its respective Affiliates shall disclose any Confidential Information of the other Party to any Third Party except (i) to its directors, officers, employees, agents, consultants and subcontractors to the extent necessary to perform such Party's obligations, or exercise such Party's rights, hereunder, provided such directors, officers, employees, agents, consultants, subcontractors or other Persons are subject to confidentiality obligations applicable to such Confidential Information no less strict than those set forth herein, (ii) as approved by the Disclosing Party hereunder in writing, (iii) as set forth elsewhere in this Agreement, including to subcontractors and sublicensees in accordance with Section 7.2 or 6.7(c), (iv) to file or prosecute Patent Rights in accordance with this Agreement, (v) to prosecute or defend litigation as permitted by this Agreement, (vi) to any Governmental Authority or other Regulatory Authority in order to gain or maintain approval to conduct clinical trials or to market Regeneron Products or Regeneron Ex-Vivo Products, as applicable, but such disclosure may be only to the extent reasonably necessary to obtain such approvals (subject to the applicable provisions of Articles 3, 4, 5 and 6, as and to the extent applicable), or (vii) as required by Applicable Law, valid order of a court of competent jurisdictions, or other judicial or administrative proceedings of any Governmental Authority requires to be disclosed, provided that in the case of (v), (vi) or (vii) the Receiving Party gives the Disclosing Party reasonable advance notice (if practical) of such required disclosure in sufficient time to enable the Disclosing Party to seek confidential treatment for such information, and provided further that the Receiving Party provides all reasonable cooperation to assist the Disclosing Party to protect such information and limits the disclosure to that information which is required by Applicable Law to be disclosed, and also provided that, such information shall still be treated as Confidential Information for all purposes other than satisfaction of such disclosure requirement.

1.36 Publications of Regeneron Ex-Vivo Products. A new Section 13.4(d) is hereby added to the Agreement as follows:

(d) Regeneron Ex-Vivo Products. Regeneron shall have the sole right to issue and control all publications in scientific journals and make scientific presentations regarding Regeneron Ex-Vivo Products.

1.37 Disclosures Concerning Agreement; Agreement Terms. Section 13.5(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

(b) Agreement Terms. Except as required by a Governmental Authority or Applicable Law (including the rules and regulations of any stock exchange or trading market on which a Party's (or its parent entity's) securities are or will be traded), or in connection with the enforcement of this Agreement, neither Party (or their respective Affiliates) shall disclose to any Third Party, under any circumstances, any terms of this Agreement [***] that have not been previously disclosed publicly in accordance with this Article 13 without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed; except for disclosures thereof pursuant to Section 7.3(f) or (i) to potential or actual investors, advisors, lenders, investment bankers, financing partners, acquirers, subcontractors, licensees or sublicensees that are bound by obligations of confidentiality and nonuse substantially equivalent in scope to those included herein with a term of at least [***] years (but of shorter duration if customary in connection with any disclosure to a potential or actual investor, advisor, lender, investment banker or financing partner) or (ii) to Persons that are identified in Section 13.1(c)(i) who are subject to the confidentiality obligations specified therein; provided that, in the event of any such disclosure to a Third Party who is a potential or actual investor, advisor, lender, financing partner, acquirer, licensee or sublicensee (A) this Agreement shall only be initially disclosed in the Redacted Agreement form to such Third Party and its advisors and (B) after negotiations with any such Third Party have progressed so that the Disclosing Party reasonably and in good faith believes it will execute a definitive agreement with such Third Party within [***] Business Days, this Agreement may be disclosed in an unredacted form to such Third Party and its advisors as and to the extent relevant to such Third Party [***].

1.38 Survival of Obligations. A new sentence is hereby added as the penultimate sentence of Section 16.10 of the Agreement as follows:

In addition, subject to the provisions of Section 6.7(g), the provisions of Section 6.7 and Section 9.3(g), as well as the provisions of Sections 7.3(h), 12.4(a)(iii) and 12.4(a)(iv) as applied to the licenses granted to Regeneron under Section 6.7(a)(i), shall survive the expiration or termination of this Agreement (provided that, with respect to Section 9.3(g), such section shall survive only during the Royalty Term for the applicable Regeneron Ex-Vivo Product).

1.39 No Termination with respect to Regeneron Ex-Vivo Products. A new Section 16.12 is hereby added to the Agreement as follows:

16.12 No Termination With Respect to Regeneron Ex-Vivo Products. Notwithstanding anything to the contrary contained herein, (a) except as set forth in Section 6.7(g), the license grants in Section 6.7(a) may not be terminated and (b) any breach of this

Agreement by Regeneron with respect to the Regeneron Ex-Vivo Products (or its rights and obligations with respect thereto) shall not give rise to any rights of Intellia to terminate this Agreement (in whole or in part), and (c) the effects of termination set forth in Section 16.7 shall not apply with respect to the Regeneron Ex-Vivo Products, including that the Regeneron Ex-Vivo Targets shall not be "Terminated Regeneron Targets" and the Regeneron Ex-Vivo Products shall not be "Reversion Products."

1.40 Schedule 1.50 – Intellia Existing Third Party Agreements. Schedule 1.50 of the Agreement is hereby deleted in its entirety and replaced with a new Schedule 1.50 as set forth on Exhibit 1 attached hereto.

1.41 Schedule 1.58 – Intellia Reserved Liver Targets. Schedule 1.58 of the Agreement is hereby deleted in its entirety and replaced with a new Schedule 1.58 as set forth on Exhibit 2 attached hereto.

1.42 Schedule 6.7(b)(ii) – [***]. A new Schedule 6.7(b)(ii) is hereby added to the Agreement as set forth on Exhibit 3 attached hereto.

1.43 Schedule 6.7(b)(iii) – [***]. A new Schedule 6.7(b)(iii) is hereby added to the Agreement as set forth on Exhibit 4 attached hereto.

1.44 Schedule 6.7(e) – [***]. A new Schedule 6.7(e) is hereby added to the Agreement as set forth on Exhibit 5 attached hereto.

1.45 Schedule 6.7(h) – Additional Intellia Ex-Vivo Patent Rights. A new Schedule 6.7(h) is hereby added to the Agreement as set forth on Exhibit 6 attached hereto.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Joint Representations and Warranties. Each Party hereto represents and warrants to the other Party, as of the Amendment Date, as follows: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (b) it has full corporate power and authority to execute, deliver, and perform this Amendment, and has taken all corporate action necessary to enter into, deliver, and perform this Amendment (including the amendments to the Agreement as set forth herein); (c) the execution and performance by it of its obligations hereunder (including the amendments to the Agreement as set forth herein) will not constitute a breach of, or conflict with, its organizational documents nor any other material Amendment or arrangement, whether written or oral, by which it is bound or requirement of Applicable Laws; (d) this Amendment (including the amendments to the Agreement as set forth herein) is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof (subject to Applicable Laws of bankruptcy and moratorium); (e) such Party is not prohibited by the terms of any agreement to which it is a party from granting the rights or licenses hereunder (including as set forth in the amendments to the Agreement as set forth herein); (f) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee in connection with this Amendment or the transactions contemplated hereby based on arrangements made by it or on its behalf; and (g) it has obtained all necessary consents, approvals and authorizations of all Governmental Authorities and other Persons required to be obtained by it as of the Amendment Date, as applicable, in connection with the execution, delivery and performance of this Amendment (including the amendments to the Agreement as set forth herein).

ARTICLE 3
EFFECTIVE DATE OF AMENDMENTS TO AGREEMENT

3.1 The amendments to the Agreement as set forth in ARTICLE 1 shall be effective as of the Amendment Date. (the "Amendment Effective Date").

ARTICLE 4
MISCELLANEOUS

4.1 The Parties may mutually agree to issue a press release announcing the execution of this Agreement, and, if the Parties so mutually agree, such press release shall be in a form to be mutually agreed to by the Parties. Excluding the first sentence, the provisions of Section 13.5(a) of the Agreement is hereby incorporated by reference into this Amendment, *mutatis mutandis*.

4.2 The provisions of Section 13.5(d) of the Agreement are hereby incorporated into by reference into this Amendment, *mutatis mutandis*; provided that the Parties will use good faith efforts to agree to a redacted copy of this Agreement for filing with the SEC by May 31, 2020.

4.3 Capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Agreement. All references herein to paragraph or section location shall relate to the corresponding paragraph or section in the Agreement.

4.4 Except as specifically set forth in this Amendment, the Agreement will continue in full force and effect without change. If there is any conflict between the terms of this Amendment and the Agreement, this Amendment will govern.

4.5 This Amendment may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. In addition, this Amendment may be executed by facsimile or "PDF" and such facsimile or "PDF" signature shall be deemed to be an original.

4.6 This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof that would require the application of the law of any other jurisdiction.

4.7 The provisions of Article 17 of the Agreement are hereby incorporated by reference into this Amendment, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Date.

REGENERON PHARMACEUTICALS, INC.

By: /s/ Nouhad Husseini
Name: Nouhad Husseini
Title: Senior Vice President, Business Development

INTELLIA THERAPEUTICS, INC.

By: /s/ John M. Leonard
Name: John M. Leonard
Title: President and Chief Executive Officer

[Signature Page to Amendment 1 to License and Collaboration Agreement]

Exhibit 1

Schedule 1.50

Intellia Existing Third Party Agreements

[***]

Exhibit 2

Schedule 1.58

Intellia Reserved Liver Targets

Intellia Reserved Liver Targets

Entrez ID	Target Symbol (HUGO)	Indication	Alias
NA	NA	HBV	The HBV Genome
ID: 5265	SERPINA1	Alpha 1 antitrypsin deficiency	A1A, A1AT, AAT, PI, PI1, PRO2275, alpha1AT
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]			

Exhibit 3

Schedule 6.7(b)(ii)

[***]

Exhibit 4

Schedule 6.7(b)(iii)

[***]

Exhibit 5

Schedule 6.7(e)

[***]

Exhibit 6

Schedule 6.7(h)

Additional Intellia Ex-Vivo Patent Rights

[***]

Exhibit 10.2

EXECUTION VERSION

STOCK PURCHASE AGREEMENT

BY AND BETWEEN

REGENERON PHARMACEUTICALS, INC.

AND

INTELLIA THERAPEUTICS, INC.

DATED AS OF MAY 30, 2020

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "**Agreement**"), dated as of May 30, 2020, by and between Regeneron Pharmaceuticals, Inc. (the "**Investor**"), a New York corporation with its principal place of business at 777 Old Saw Mill River Road, Tarrytown, New York 10591, and Intellia Therapeutics, Inc. (the "**Company**"), a Delaware corporation with its principal place of business at 40 Erie Street, Suite 130, Cambridge, Massachusetts 02139.

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, the Company desires to issue and sell to the Investor, and the Investor desires to subscribe for and purchase from the Company, certain shares of common stock, par value $0.0001 per share, of the Company (the "**Common Stock**"); and

WHEREAS, in partial consideration for the Investor's willingness to enter into this Agreement, the Company and the Investor are entering into the Amendment to the Collaboration Agreement and the Hemophilia Co-Co Agreements (each, as defined below).

NOW, THEREFORE, in consideration of the following mutual promises and obligations, and for good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Investor and the Company agree as follows:

1. Definitions.

1.1 Defined Terms. When used in this Agreement, the following terms shall have the respective meanings specified therefor below:

"**Affiliate**" shall mean a Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the Person specified.

"**Agreement**" shall have the meaning set forth in the Preamble, including all Exhibits attached hereto.

"**Amendment to the Collaboration Agreement**" shall mean the amendment to the Collaboration Agreement, dated as of May 30, 2020.

"**Business Day**" shall mean a day on which commercial banking institutions in New York, New York are open for business.

"**Collaboration Agreement**" shall mean the License and Collaboration Agreement, as amended, by and between the Company and Investor, dated as of April 11, 2016.

"**Common Stock Equivalents**" shall mean any options, warrants or other securities or rights convertible into or exercisable or exchangeable for, whether directly or following conversion into or exercise or exchange for other options, warrants or other securities or rights, shares of Common Stock.

"**Control**" (including the terms "Controlled by" or "under common Control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Without limiting the generality of the foregoing, a Person shall be deemed to Control another Person if any of the following conditions is met: (i) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares having the right to vote for the election of directors and (ii) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

"**Controlled Subsidiary**" shall mean any Affiliate for which the Investor owns, directly or indirectly, (i) in the case of corporate entities, more than fifty percent (50%) of the stock or shares having the right to vote for the election of directors and (ii) in the case of non-corporate entities, more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entity.

"**Company Covered Person**" shall mean, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

"**Company's Knowledge**" shall mean the knowledge of the executive officers (as defined in Rule 405 under the Securities Act) of the Company, after due inquiry, assuming the diligent exercise of such officers' duties.

"**Cross Receipt**" shall mean an executed document signed by each of the Company and the Investor, in substantially the form of Exhibit A attached hereto.

"**Disposition**" or "**Dispose of**" shall mean any (i) offer, pledge, sale, contract to sell, sale of any option or contract to purchase, purchase of any option or contract to sell, grant of any option, right or warrant for the sale of, or other disposition of or transfer of any shares of Common Stock, or any Common Stock Equivalents, including, without limitation, any "short sale" or similar arrangement, or (ii) swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of shares of Common Stock or Common Stock Equivalents, whether any such swap or transaction is to be settled by delivery of securities, in cash or otherwise.

"**Effect**" shall have the meaning set forth in the definition of "Material Adverse Effect."

"**Governmental Authority**" shall mean any court, agency, authority, department or other instrumentality of any government or country or of any national, federal, state, provincial, regional, county, city or other political subdivision of any such government or country or any supranational organization of which any such country is a member.

"**Hemophilia Co-Co Agreements**" shall mean the Co-Co Agreements (as such term is defined in the Collaboration Agreement) directed to Factor VIII and Factor IX, by and between the Company and Investor, dated as of May 30, 2020.

"**Intellectual Property**" shall mean trademarks, trade names, trade dress, service marks, copyrights, and similar rights (including registrations and applications to register or renew the registration of any of the foregoing), patents and patent applications, trade secrets, and any other similar intellectual property rights.

"**Intellectual Property License**" shall mean any license, permit, authorization, approval, contract or consent granted, issued by or with any Person relating to the use of Intellectual Property.

"**Law**" or "**Laws**" shall mean all laws, statutes, rules, regulations, orders, judgments, injunctions and/or ordinances of any Governmental Authority.

"**Lien**" shall mean a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"**Material Adverse Effect**" shall mean any change, event or occurrence (each, an "**Effect**") that, individually or when taken together with all other Effects, has (i) a material adverse effect on the business, financial condition, assets, or results of operations of the Company and its Subsidiaries, taken as a whole, or (ii) a material adverse effect on the Company's ability to perform its obligations, or consummate the Transaction, in accordance with the terms of this Agreement. In the case of (i) or (ii), an Effect will not be considered a Material Adverse Effect to the extent that such Effect results from or arises out of: (A) changes in conditions in the United States or global economy or capital or financial markets generally, including changes in interest or exchange rates; (B) changes in general legal, regulatory, political, economic or business conditions, or changes in generally accepted accounting principles in the United States or interpretations thereof that, in each case, generally affect the biotechnology or biopharmaceutical industries; (C) the announcement, pendency, or performance of the Transaction Agreements or the consummation of the Transaction, or the announcement of the identity of the Investor; (D) any change in the trading prices or trading volume of the Common Stock (it being understood that the facts giving rise to or contributing to any such change may be deemed to constitute, or be taken into account when determining whether there has been or will be, a Material Adverse Effect, except to the extent any of such facts is an Effect referred to in clauses (A) through (C) or (E) through (H) of this definition); (E) acts of war, sabotage or terrorism, or any escalation or worsening of any such acts of war, sabotage or terrorism, (F) earthquakes, hurricanes, floods or other natural disasters, (G) pandemics or other health crises, including but not limited to the COVID-19 pandemic, (H) any action taken by the Company contemplated by the Transaction Agreements or with the Investor's written consent; (I) any breach, violation or non-performance by the Investor or any of its Affiliates under the Collaboration Agreement; or (J) shareholder litigation arising out of or in connection with the execution, delivery or performance of the Transaction Agreements; provided, that, with respect to clauses (A), (B), (E), (F) and (G), such Effect does not have a materially disproportionate and adverse effect on the Company relative to other companies in the biotechnology or biopharmaceutical industries.

"**Organizational Documents**" shall mean (i) the Amended and Restated Certificate of Incorporation of the Company, as amended through the date of this Agreement, and (ii) the Amended and Restated Bylaws of the Company, as amended through the date of this Agreement.

"**Per Share Purchase Price**" shall mean an amount equal to two (2) times the volume-weighted average trading price of the Company's Common Stock during the 30-day period ending on the Business Day that is two (2) Business Days prior to the Closing Date, to be calculated and agreed to by each party.

"**Person**" shall mean any individual, partnership, limited liability company, firm, corporation, trust, unincorporated organization, government, or any department or agency thereof or other entity, as well as any syndicate or group that would be deemed to be a Person under Section 13(d)(3) of the Exchange Act.

"**Shares of Then Outstanding Common Stock**" shall mean, at any time, the most recent number of issued and outstanding shares of Common Stock reported by the Company in the Company SEC Documents (as defined in this Agreement), plus shares of Common Stock issuable upon conversion of issued and outstanding preferred stock of the Company at such time.

"**Third Party**" shall mean any Person (other than a Governmental Authority) other than the Investor, the Company, or any Affiliate of the Investor or the Company.

"**Transaction**" shall mean the issuance and sale of the Shares by the Company, and the purchase of the Shares by the Investor, in accordance with the terms hereof.

"**Transaction Agreements**" shall mean this Agreement, the Amendment to the Collaboration Agreement, and the Hemophilia Co-Co Agreements.

1.2 Additional Defined Terms. In addition to the terms defined in Section 1.1, the following terms shall have the respective meanings assigned thereto in the sections indicated below:

Defined Term	Section
Agreement	Preamble
Aggregate Purchase Price	Section 2
Change of Control	Section 10.2
Closing	Section 3.1
Closing Date	Section 3.1
Common Stock	Preamble
Company	Preamble
Company SEC Documents	Section 4.11(a)
Disqualification Event	Section 4.14

Defined Term	Section
Exchange Act	Section 4.11(a)
Expiration Date	Section 10.1(a)
Extraordinary Matters	Section 10.1(b)
HSR Act	Section 4.7
Investor	Preamble
LAS	Section 4.7
Lock-Up Period	Section 10.2
Lock-Up Securities	Section 10.2
Modified Clause	Section 11.7
Permits	Section 4.10
SEC	Section 4.7
Securities Act	Section 4.11(a)
Shares	Section 2
Subsidiaries	Section 4.3
Termination Date	Section 9.1(b)

2. Purchase and Sale of Common Stock. Subject to the terms and conditions of this Agreement, at the Closing, the Company shall issue and sell to the Investor, free and clear of all liens, other than any liens arising as a result of any action by the Investor, and the Investor shall purchase from the Company, the number of shares of Common Stock (rounded up) equal to $30,000,000.00 (the "**Aggregate Purchase Price**") divided by the Per Share Purchase Price (such number of shares of Common Stock, the "**Shares**"); provided, however, that the amount of Shares shall be reduced by such amount as required so that the total number of shares of Common Stock held by the Investor, including the Shares purchased under this Agreement, is equal to nineteen and 99/100 percent (19.99%) of the Company's outstanding shares of Common Stock. In the event of any stock dividend, stock split, combination of shares, recapitalization, or other similar change in the capital structure of the Company after the date hereof and on or prior to the Closing which affects or relates to the Common Stock, the number of Shares shall be adjusted proportionately.

3. Closing Date; Deliveries.

3.1 Closing Date. Subject to the satisfaction or waiver of all the conditions to the Closing set forth in Sections 6, 7, and 8 hereof, the closing of the purchase and sale of the Shares hereunder (the "**Closing**") shall be held on the first (1st) Business Day after the satisfaction of the conditions to Closing set forth in Sections 6, 7, and 8 (other than those conditions that by their nature are to be satisfied at the Closing), at 10:00 a.m. Boston time, remotely via the exchange of documents and signatures, or at such other time, date and location as the parties may agree orally or in writing. The date the Closing occurs is hereinafter referred to as the "**Closing Date**."

3.2 Deliveries.

(a) Deliveries by the Company. The Company shall instruct its transfer agent at the Closing to register the Shares in book-entry in the name of the Investor and the Company shall cause the transfer agent to deliver written confirmation of the book-entry delivery of the Shares to the Investor. The Company shall also deliver at the Closing: (i) a certificate in form and substance reasonably satisfactory to the Investor and duly executed on behalf of the Company by an authorized executive officer of the Company, certifying that the conditions to Closing set forth in Sections 6, 8.2, 8.3 and 8.4 of this Agreement have been fulfilled; (ii) a certificate of the secretary of the Company dated as of the Closing Date certifying (A) that attached thereto is a true and complete copy of the Second Amended and Restated Bylaws of the Company as in effect on the Closing Date; (B) that attached thereto is a true and complete copy of all resolutions adopted by the Board of Directors of the Company authorizing the execution, delivery and performance of this Agreement and the Transaction and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby as of the Closing Date; and (C) that attached thereto is a true and complete copy of the Company's Second Amended and Restated Certificate of Incorporation, as in effect on the Closing Date; and (iii) a legal opinion of Goodwin Procter LLP, counsel to the Company, in form and substance reasonably acceptable to Investor.

(b) Deliveries by the Investor. At the Closing, the Investor shall deliver to the Company the Aggregate Purchase Price by wire transfer of immediately available United States funds to an account designated by the Company. The Company shall notify the Investor in writing of the wiring instructions for such account not less than two (2) Business Days before the Closing Date. The Investor shall also deliver, or cause to be delivered at the Closing: (i) a duly executed Cross Receipt and (ii) a certificate in form and substance reasonably satisfactory to the Company and duly executed on behalf of the Investor by an authorized executive officer of the Investor, certifying that the conditions to Closing set forth in Section 7 of this Agreement have been fulfilled.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor that:

4.1 Organization, Good Standing and Qualification.

(a) Each of the Company and the Subsidiaries (as defined below) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with the requisite power and authority to own and use its

properties and assets and to carry on its business as currently conducted. Each of the Company and the Subsidiaries has all requisite corporate power and corporate authority to own, lease and operate its properties and assets, to carry on its business as now conducted, and as proposed to be conducted as described in the Company SEC Documents, and the Company has all requisite corporate power to enter into this Agreement, to issue and sell the Shares, and to perform its obligations under and to carry out the other transactions contemplated by this Agreement.

(b) Each of the Company and the Subsidiaries is qualified to transact business and is in good standing in each jurisdiction in which the character of the properties owned, leased or operated by the Company or Subsidiary, as applicable, or the nature of the business conducted by the Company or Subsidiary, as applicable, makes such qualification necessary, except where the failure to be so qualified would not have a Material Adverse Effect.

4.2 Capitalization and Voting Rights.

(a) The authorized capital of the Company as of the date hereof consists of: (i) 120,000,000 shares of Common Stock of which, as of the date of this Agreement, 51,422,028 shares are issued and outstanding and (ii) 5,000,000 shares of preferred stock, par value $0.0001 per share, none of which are issued and outstanding as of the date of this Agreement. All of the issued and outstanding shares of Common Stock (A) have been duly authorized and validly issued, (B) are fully paid and non-assessable, and (C) were issued in compliance with all applicable federal and state securities Laws.

(b) All of the authorized shares of Common Stock are entitled to one (1) vote per share.

(c) Except as described or referred to in Section 4.2(a) above or as set forth in the Company SEC Documents, as of the date hereof, there are not: (i) any outstanding equity securities, options, warrants, rights (including conversion or preemptive rights) or other agreements pursuant to which the Company is or may become obligated to issue, sell or repurchase any shares of its capital stock or any other securities of the Company or (ii) any restrictions on the transfer of capital stock of the Company other than pursuant to state and federal securities Laws.

(d) The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to the Company's Knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the SEC (as defined below) is contemplating terminating such registration.

(e) Except as set forth in the Company SEC Documents and in Section 10.1(a) below, the Company is not party to or subject to any agreement or understanding relating to the voting of shares of capital stock of the Company or the giving of written consents by a stockholder or director of the Company.

4.3 Subsidiaries. The Company has disclosed all of its subsidiaries required to be disclosed pursuant to Item 601(b)(21) of Regulation S-K in an exhibit to its Annual Report on Form 10-K (the "**Subsidiaries**"). The Company owns, directly or indirectly, all of the capital

stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

4.4 Authorization.

(a) All requisite corporate action on the part of the Company, its directors and stockholders required by applicable Law for the authorization, execution and delivery by the Company of this Agreement and the performance of all obligations of the Company hereunder, including the authorization, issuance and delivery of the Shares, has been taken.

(b) This Agreement has been duly executed and delivered by the Company, and upon the due execution and delivery of this Agreement by the Investor, this Agreement will constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms (except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, or other Laws of general application relating to or affecting enforcement of creditors' rights and (ii) rules of Law governing specific performance, injunctive relief, or other equitable remedies and limitations of public policy).

(c) No stop order or suspension of trading of the Common Stock has been imposed by Nasdaq, the SEC or any other Governmental Authority and remains in effect.

4.5 No Defaults. The Company is not in default under or in violation of (a) its Organizational Documents; (b) any provision of applicable Law or any ruling, writ, injunction, order, Permit, judgment, or decree of any Governmental Authority; or (c) any agreement, arrangement or instrument, whether written or oral, by which the Company or any of its assets are bound; except, in the case of subsections (b) and (c), as would not have a Material Adverse Effect. There exists no condition, event or act which after notice, lapse of time, or both, would constitute a default or violation by the Company under any of the foregoing, except, in the case of subsections (b) and (c), as would not have a Material Adverse Effect.

4.6 No Conflicts. The execution, delivery and performance of this Agreement and compliance with the provisions hereof by the Company do not and shall not: (a) violate any provision of applicable Law or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority; (b) constitute a breach of, or default under (or an event which, with notice or lapse of time or both, would become a default under) or conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which the Company or any of its assets are bound; (c) violate or conflict with any of the provisions of the Company's Organizational Documents; or (d) result in any encumbrance upon any of the Shares, other than restrictions pursuant to the securities Laws, or any of the properties or assets of the Company or any Subsidiary; except, in the case of subsections (a) and (b), as would not have a Material Adverse Effect.

4.7 No Governmental Authority or Third-Party Consents. No consent, approval, authorization or other order of, or filing with, or notice to, any Governmental Authority

or other Third Party is required to be obtained or made by the Company in connection with the authorization, execution and delivery by the Company of any of this Agreement or with the authorization, issue and sale by the Company of the Shares, except (a) such filings as may be required to be made with the Securities and Exchange Commission (the "**SEC**") and with any state blue sky or securities regulatory authority, which filings shall be made in a timely manner in accordance with all applicable Laws, (b) if and as required pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), and (c) if required, with respect to the Shares, the filing with The Nasdaq Stock Market LLC of, and the absence of unresolved issues with respect to, a Notification Form: Listing of Additional Shares (the "**LAS**").

4.8 Valid Issuance of Shares. When issued, sold and delivered at the Closing in accordance with the terms hereof for the Aggregate Purchase Price, the Shares shall be duly authorized, validly issued, fully paid and nonassessable, free from any liens, encumbrances or restrictions on transfer, including preemptive rights, rights of first refusal or other similar rights, other than as arising pursuant to this Agreement, as a result of any action by the Investor or under federal or state securities Laws.

4.9 Litigation. Except as set forth in the Company SEC Documents filed prior to the date of this Agreement, there is no action, suit, proceeding or investigation pending (of which the Company has received notice or otherwise is within the Company's Knowledge) or, to the Company's Knowledge, threatened, against the Company or which the Company intends to initiate which has had or is reasonably likely to have a Material Adverse Effect.

4.10 Licenses and Other Rights; Compliance with Laws. The Company has all franchises, permits, licenses and other rights and privileges ("**Permits**") necessary to permit it to own its properties and to conduct its business as presently conducted and is in compliance thereunder, except where the failure to be in compliance does not and would not have a Material Adverse Effect. The Company has not taken any action that would interfere with the Company's ability to renew all such Permit(s), except where the failure to renew such Permit(s) would not have a Material Adverse Effect. The Company is and has been in compliance with all Laws applicable to its business, properties and assets, and to the products and services sold by it, except where the failure to be in compliance does not and would not have a Material Adverse Effect.

4.11 Company SEC Documents; Financial Statements; Nasdaq Stock Market.

(a) Since June 1, 2018, the Company has timely filed all required reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated therein), and any required amendments to any of the foregoing, with the SEC (the "**Company SEC Documents**"). As of their respective filing dates, each of the Company SEC Documents complied in all material respects with the requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the rules and regulations of the SEC promulgated thereunder applicable to such Company SEC Documents, and no Company SEC Documents when filed, declared effective or mailed, as applicable, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The financial statements of the Company included in its Annual Report on Form 10-K for the fiscal year ended December 31, 2019, and in its quarterly reports on Form 10-Q for the quarterly period ended March 31, 2020, comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of its operations and cash flows for the periods then ended. Except (i) as set forth in the Company SEC Documents or (ii) for liabilities incurred in the ordinary course of business subsequent to the date of the most recent balance sheet contained in the Company SEC Documents, the Company has no liabilities, whether absolute or accrued, contingent or otherwise, other than those that would not, individually or in the aggregate, have a Material Adverse Effect.

(c) As of the date of this Agreement, the Common Stock is listed on The Nasdaq Global Market, and the Company has taken no action designed to, or which is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from The Nasdaq Global Market. As of the date of this Agreement, the Company has not received any notification that, and to the Company's Knowledge, the SEC or The Nasdaq Stock Market LLC is contemplating terminating such listing or registration.

4.12 Absence of Certain Changes. Except as disclosed in the Company SEC Documents filed prior to the date of this Agreement, there has not occurred any event that has caused or would reasonably be expected to cause a Material Adverse Effect.

4.13 Internal Controls; Disclosure Controls and Procedures. The Company maintains internal control over financial reporting as defined in Rule 13a-15(f) under the Exchange Act. The Company has implemented the "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) required in order for the Principal Executive Officer and Principal Financial Officer of the Company to engage in the review and evaluation process mandated by the Exchange Act, and is in compliance with such disclosure controls and procedures in all material respects. Each of the Principal Executive Officer and the Principal Financial Officer of the Company (or each former Principal Executive Officer of the Company and each former Principal Financial Officer of the Company, as applicable) has made all certifications required by Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 with respect to all reports, schedules, forms, statements and other documents required to be filed by the Company with the SEC.

4.14 Offering. Subject to the accuracy of the Investor's representations set forth in Sections 5.5, 5.6, 5.7, 5.8, and 5.9, the offer, sale, and issuance of the Shares to be issued in conformity with the terms of this Agreement constitute transactions which are exempt from the registration requirements of the Securities Act and from all applicable state registration or qualification requirements. Neither the Company nor any Person acting on its behalf will take

any action that would cause the loss of such exemption. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of Regulation D (a "**Disqualification Event**") is applicable to the Company or, to the Company's Knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii)–(iv) or (d)(3) is applicable.

4.15 No Integration. The Company has not, directly or through any agent, sold, offered for sale, solicited offers to buy, or otherwise negotiated in respect of any security (as defined in the Securities Act) which is or will be integrated with the Shares sold pursuant to this Agreement in a manner that would require the registration of the Shares under the Securities Act.

4.16 Brokers' or Finders' Fees. No broker, finder, investment banker, or other Person is entitled to any brokerage, finder's, or other fee or commission from the Company in connection with the transactions contemplated by this Agreement.

4.17 Not Investment Company. The Company is not, and immediately after receipt of the Aggregate Purchase Price will not be, an "investment company" as defined in the Investment Company Act of 1940, as amended.

4.18 Insurance. The Company is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company is engaged and for an enterprise at a substantially similar stage of lifecycle as the Company, including, but not limited to, directors and officers insurance coverage. To the Company's Knowledge, it will be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business.

4.19 No General Solicitation. Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Shares by any form of general solicitation or general advertising. The Company has not, directly or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) in a manner or under any circumstances that would require the registration of the Shares under the Securities Act (including, without limitation, by virtue of the integration of the offering of the Shares with any prior offering of Company shares).

4.20 Foreign Corrupt Practices. Neither the Company, nor to the Company's Knowledge, any agent or other Person acting on behalf of the Company, has (a) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (b) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (c) failed to disclose fully any contribution made by the Company (or made by any Person acting on its behalf of which the Company is aware) which is in violation of Law, or (d) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable non-U.S. anti-bribery Law.

4.21 Regulation M Compliance. The Company has not taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Shares.

4.22 Office of Foreign Assets Control. Neither the Company nor, to the Company's Knowledge, any director, officer, agent, employee or Affiliate of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

4.23 U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company shall so certify upon Investor's request.

4.24 Intellectual Property. The Intellectual Property that is owned by the Company is owned free from any liens or restrictions, and all of the Company's material Intellectual Property Licenses are in full force and effect in accordance with their terms and are free of any liens or restrictions except (a) where the failure to be free from such liens or restrictions would not have a Material Adverse Effect or (b) as set forth in any such Intellectual Property License. Except as set forth in the Company SEC Documents, there is no legal claim or demand of any Person pertaining to, or any proceeding which is pending (of which the Company has received notice or otherwise is within the Company's Knowledge) or, to the Company's Knowledge, threatened, (i) challenging the right of the Company in respect of any Company Intellectual Property, or (ii) that claims that any default exists under any Intellectual Property License, except, in the case of (i) and (ii) above, where any such claim, demand or proceeding would not have a Material Adverse Effect.

5. Representations and Warranties of the Investor. The Investor hereby represents and warrants to the Company, that:

5.1 Organization; Good Standing. The Investor is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. The Investor has or will have all requisite power and authority to enter into this Agreement, to purchase the Shares and to perform its obligations hereunder and to carry out the other transactions contemplated by this Agreement.

5.2 Authorization. All requisite action on the part of the Investor and its directors and stockholders, required by applicable Law for the authorization, execution and delivery by the Investor of this Agreement and the performance of all of its obligations hereunder, including the subscription for and purchase of the Shares, has been taken. This Agreement has been duly executed and delivered by the Investor and upon the due execution and delivery thereof by the Company, will constitute valid and legally binding obligations of the Investor, enforceable against the Investor in accordance with their respective terms (except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application relating to or affecting enforcement of creditors' rights and (b) rules of Law governing specific performance, injunctive relief or other equitable remedies and limitations of public policy).

5.3 No Conflicts. The execution, delivery and performance of this Agreement and compliance with the provisions thereof by the Investor do not and shall not: (a) violate any provision of applicable Law or any ruling, writ, injunction, order, permit, judgment or decree of

any Governmental Authority, (b) constitute a breach of, or default under (or an event which, with notice or lapse of time or both, would become a default under) or conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which the Investor or any of its assets, are bound, or (c) violate or conflict with any of the provisions of the Investor's organizational documents (including any articles or memoranda of organization or association, charter, bylaws or similar documents), except, in the case of subsections (a), (b), and (c), as would not impair or adversely affect the ability of the Investor to consummate the Transactions and perform its obligations under this Agreement and except, in the case of subsections (a) and (b), as would not have a material adverse effect on the Investor.

5.4 No Governmental Authority or Third-Party Consents. No consent, approval, authorization, or other order of any Governmental Authority or other Third Party is required to be obtained by the Investor in connection with the authorization, execution, and delivery of any of this Agreement or with the subscription for and purchase of the Shares, except as required pursuant to the HSR Act.

5.5 Purchase Entirely for Own Account. The Shares shall be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Investor has no present intention of selling, granting any participation or otherwise distributing the Shares. The Investor does not have and will not have as of the Closing any contract, undertaking, agreement, or arrangement with any Person to sell, transfer or grant participation to a Person any of the Shares.

5.6 Disclosure of Information. The Investor has received all the information from the Company and its management that the Investor considers necessary or appropriate for deciding whether to purchase the Shares hereunder. The Investor further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the Company, its financial condition, results of operations and prospects and the terms and conditions of the offering of the Shares sufficient to enable it to evaluate its investment.

5.7 Investment Experience and Accredited Investor Status; Investment Intent. The Investor is an "accredited investor" (as defined in Regulation D under the Securities Act). The Investor has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Shares to be purchased hereunder.

5.8 Restricted Securities. The Investor understands that the Shares, when issued, shall be "restricted securities" under the federal securities Laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such Laws the Shares may be resold without registration under the Securities Act only in certain limited circumstances. The Investor represents that it is familiar with Rule 144 of the Securities Act, as presently in effect.

5.9 Legends.

(a) The Investor understands that all of its shares of Common Stock of the Company shall be subject to the following legends:

(1) "These securities have not been registered under the Securities Act of 1933. They may not be sold, offered for sale, pledged or hypothecated in the absence of a registration statement in effect with respect to the securities under the Securities Act or an opinion of counsel (which counsel shall be reasonably satisfactory to Intellia Therapeutics, Inc.) that such registration is not required or unless sold pursuant to Rule 144 of the Securities Act."; and

(2) "These securities are subject to transfer restrictions set forth in a Stock Purchase Agreement by and between Regeneron Pharmaceuticals, Inc. and Intellia Therapeutics, Inc., a copy of which is on file with the Secretary of Intellia Therapeutics, Inc."

(b) In order to satisfy the foregoing requirements of Section 5.9(a), Investor covenants and agrees to use its commercially reasonable efforts to, as promptly as practicable, but in no event later than thirty (30) days after the Closing Date, transfer and maintain (in Investor's name) all shares of Common Stock owned by Investor prior to the Transaction to the Company's transfer agent in book entry form for electronic application of the legends set forth above.

5.10 Financial Assurances. As of the date hereof and as of the Closing Date, the Investor has and will have access to cash in an amount sufficient to pay to the Company the Aggregate Purchase Price.

6. Investor's Conditions to Closing. The Investor's obligation to purchase the Shares at the Closing is subject to the fulfillment as of the Closing of the following conditions (unless waived in writing by the Investor):

6.1 Representations and Warranties. The representations and warranties made by the Company in Section 4 hereof shall be true and correct (a) as of the date of this Agreement and (b) as of the Closing Date as though made on and as of the Closing Date, except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date; provided, however, that for purposes of this Section 6.1, all such representations and warranties of the Company (other than Sections 4.1(a), 4.2, 4.3, 4.4, 4.8, 4.14, 4.15, and 4.19 of this Agreement) shall be deemed to be true and correct for purposes of this Section 6.1 unless the failure or failures of such representations and warranties to be so true and correct, without regard to any "material," "materiality," or "Material Adverse Effect" qualifiers set forth therein, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect; provided further that, if the Closing does not occur within forty-five (45) days after the date of this Agreement, the representations made by the Company in Section 4.2(a) may be updated and delivered to the Investor prior to Closing such that Section 4.2(a) shall be true and correct as of the Closing Date as though made on and as of the Closing Date.

6.2 Covenants. All covenants and agreements contained in this Agreement to be performed or complied with by the Company on or prior to the Closing Date shall have been performed or complied with in all material respects.

6.3 Other Transaction Agreements. The Company shall have duly executed and delivered to the Investor the other Transaction Agreements, and there shall have been no termination of the other Transaction Agreements that, as of the Closing, is effective.

6.4 No Material Adverse Effect. From and after the date of this Agreement until the Closing Date, there shall have occurred no event that has caused or would reasonably be expected to cause a Material Adverse Effect.

6.5 Closing Deliverables. The Company shall deliver or cause to be delivered to the Investor all items listed in Section 3.2(a).

6.6 Conduct of Business Pending Closing. During the period from the date of this Agreement until the Closing Date, except as (a) consented to in writing by the Investor (which consent shall not be unreasonably withheld, conditioned or delayed) or (b) otherwise contemplated by any of the Transaction Agreements, the Company shall have (i) operated its business only in the ordinary course, (ii) maintained its existence under applicable law, (iii) used commercially reasonable efforts to maintain and enforce its material Intellectual Property, (iv) paid all applicable material taxes when due and payable, and (v) (A) not declared, set aside or pay any dividend or make any other distribution or payment (whether in cash, stock or property or any combination thereof) in respect of its capital stock, (B) not made any other actual, constructive or deemed distribution in respect of any shares of its capital stock or otherwise make any payments to stockholders in their capacity as such, and (C) not redeemed, repurchased or otherwise acquired any securities of the Company or any of its Subsidiaries.

7. Company's Conditions to Closing. The Company's obligation to issue and sell the Shares at the Closing is subject to the fulfillment as of the Closing of the following conditions (unless waived in writing by the Company):

7.1 Representations and Warranties. The representations and warranties made by the Investor in Section 5 hereof shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date.

7.2 Covenants. All covenants and agreements contained in this Agreement to be performed or complied with by the Investor on or prior to the Closing Date shall have been performed or complied with in all material respects.

7.3 Other Transaction Agreements. The Investor shall have duly executed and delivered to the Company the other Transaction Agreements, and there shall have been no termination of the other Transaction Agreements that, as of the Closing, is effective.

7.4 Closing Deliverables. The Investor shall deliver or cause to be delivered to the Company all items listed in Section 3.2(b).

8. Mutual Conditions to Closing. The obligations of the Investor and the Company to consummate the Closing are subject to the fulfillment as of the Closing Date of the following conditions:

8.1 HSR Act and Other Qualifications. The filings required under the HSR Act in connection with the Transaction Agreements, as applicable, shall have been made and the required waiting period shall have expired or been terminated as of the Closing Date, and all other authorizations, consents, waivers, permits, approvals, qualifications, and registrations to be obtained or effected with any Governmental Authority, including, without limitation, necessary blue sky permits and qualifications required by any state for the offer and sale to the Investor of the Shares, shall have been obtained and shall be in effect as of the Closing Date.

8.2 Injunctions. There shall be no Law, injunction (whether temporary, preliminary or permanent), judgment, or ruling enacted, promulgated, issued, entered, amended, or enforced by any Governmental Authority in effect enjoining, restraining, preventing, or prohibiting the consummation of the transactions contemplated by any Transaction Agreement or making the consummation of the transactions contemplated by any Transaction Agreement illegal.

8.3 Absence of Litigation. There shall be no action, suit, proceeding, or investigation by a Governmental Authority pending or currently threatened in writing against the Company or the Investor that questions the validity of any of the Transaction Agreements, the right of the Company or the Investor to enter into any Transaction Agreement or to consummate the transactions contemplated hereby or thereby or which, if determined adversely, would impose substantial monetary damages on the Company or the Investor as a result of the consummation of the transactions contemplated by any Transaction Agreement.

8.4 No Prohibition; Market Listing. (a) No provision of any applicable Law and no judgment, injunction (preliminary or permanent), order, or decree that prohibits, makes illegal, or enjoins the consummation of the Transaction shall be in effect; and (b) the Common Stock shall be eligible for listing on The Nasdaq Global Market.

9. Termination.

9.1 Ability to Terminate. This Agreement may be terminated at any time prior to the Closing by:

(a) mutual written consent of the Company and the Investor;

(b) either the Company or the Investor, upon written notice to the other after one hundred and eighty (180) days from the date of this Agreement (the "**Termination Date**"), if the Transaction shall not have been consummated by the Termination Date; provided, however, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure to consummate the Transaction prior to the Termination Date;

(c) either the Company or the Investor, upon written notice to the other, if any of the mutual conditions to the Closing set forth in Section 8 shall have become incapable

of fulfillment by the Termination Date and shall not have been waived in writing by the other party; provided, however, that the right to terminate this Agreement under this Section 9.1(c) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure to consummate the Transaction prior to the Termination Date;

(d) the Investor, if (i) any of the representations and warranties of the Company contained in Section 4 of this Agreement shall fail to be true and correct, (ii) there shall be a breach by the Company of any covenant of the Company in this Agreement that, in either case, (A) would result in the failure of a condition set forth in Sections 6 or 8, and (B) which is not curable or, if curable, is not cured on or prior to the twentieth (20th) day after written notice thereof is given by the Investor to the Company, or (iii) the Closing Date shall not have occurred by the Termination Date; or

(e) the Company, if (i) any of the representations and warranties of the Investor contained in Section 5 of this Agreement shall fail to be true and correct or (ii) there shall be a breach by the Investor of any covenant of the Investor in this Agreement that, in either case, (A) would result in the failure of a condition set forth in Section 6.5 or 8, and (B) which is not curable or, if curable, is not cured on or prior to the twentieth (20th) day after written notice thereof is given the Company to the Investor.

9.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 9.1 hereof, (a) this Agreement (except for this Section 9.2 and Section 11 hereof (other than Section 11.13) and any definitions set forth in this Agreement and used in such sections) shall forthwith become void and have no effect, without any liability on the part of any party hereto or its Affiliates, and (b) all filings, applications, and other submissions made pursuant to this Agreement, to the extent practicable, shall be withdrawn from the agency or other Person to which they were made or appropriately amended to reflect the termination of the transactions contemplated hereby; provided, however, that nothing contained in this Section 9.2 shall relieve any party from liability for fraud or any intentional or willful breach of this Agreement.

10. Additional Covenants and Agreements.

10.1 Voting of Securities.

(a) The Investor agrees that, during the period commencing on the Closing Date and throughout the Technology Collaboration Term (as defined in the Collaboration Agreement), including any extension thereof (the **"Expiration Date"**), at any meeting of the stockholders of Company or any adjournment or postponement thereof, and except as permitted by Section 10.1(b) with respect to Extraordinary Matters, the Investor shall, and shall cause its Affiliates, to (i) appear at such meeting or otherwise cause all of the Common Stock held by the Investor or any of its Affiliates to be counted as present thereat for purposes of calculating a quorum and (ii) from and after the date hereof until the Expiration Date, vote all of the Common Stock held by the Investor or any of its Affiliates (or cause all of the Common Stock held by the Investor or any of its Affiliates to be voted) in accordance with the recommendations of the Board of Directors with respect to any proposal to be voted upon at such meeting. The Investor and its Affiliates shall not take or commit or agree to take any action inconsistent with the foregoing.

(b) With respect to Extraordinary Matters (as defined below), the Investor and its Affiliates may vote, or execute a written consent with respect to, any or all of the voting securities of the Company as to which they are entitled to vote or execute a written consent, as they may determine in their sole discretion. With respect to this Section 10.1(b), "**Extraordinary Matters**" shall mean:

(1) any transaction which would result in a Change of Control;

(2) any other issuance of shares of Common Stock or Common Stock Equivalents voted upon by stockholders of the Company;

(3) any vote of the Company's stockholders with respect to any stock option or stock purchase plan, or any material amendment thereto, or other equity compensation arrangement or material amendment thereto, which has been approved by the Company's Compensation Committee and taken as a whole is not generally and materially consistent with the Company's equity compensation historical practices; and

(4) any liquidation or dissolution of the Company.

10.2 Lock-Up Agreement. During the period commencing on the Closing Date and throughout the Technology Collaboration Term (as defined in the Collaboration Agreement, as amended), including any extension thereof (the "**Lock-Up Period**"), without the prior approval of the Board of Directors of the Company, the Investor shall not (i) Dispose of or transfer any of the shares of Common Stock held by the Investor or any of its Controlled Subsidiaries (together with (1) any shares of Common Stock issued in respect thereof as a result of any stock split, stock dividend, share exchange, merger, consolidation or similar recapitalization and (2) any shares of Common Stock issued as (or issuable upon the exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange or in replacement of, the Shares) (the **"Lock-Up Securities**"), including, without limitation, any "short sale" or similar arrangement, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Shares, whether any such swap or transaction is to be settled by delivery of securities, in cash or otherwise; provided, however, that the foregoing shall not prohibit the Investor or its Controlled Subsidiaries from transferring Lock-Up Securities to an Affiliate of the Investor if such transferee Affiliate executes an agreement with the Company to be bound by the restrictions set forth in Section 10.1(a) and Section 10.2. Notwithstanding any other provision of this Section 10.2, this Section 10.2 shall not prohibit or restrict any disposition of Lock-Up Securities by the Investor in connection with (A) a bona fide tender offer by a Person other than the Investor or the Company involving a Change of Control of the Company that is not opposed by the Company's Board of Directors (but only after the Company's filing of a Schedule 14D-9, or any amendment thereto, with the SEC disclosing the recommendation of the Company's Board of Directors with respect to such tender offer); or (B) an issuer tender offer by the Company. For the purposes of this Agreement, a "**Change of**

Control" means the transfer, in one transaction or a series of related transactions, to a Person or group of affiliated Persons, of shares of capital stock of the Company if, after such transfer, the stockholders of the Company immediately prior to such transfer do not own at least twenty percent (20%) of the outstanding voting securities of the Company (or the surviving entity).

10.3 Market Listing. From the date hereof through the Closing Date, Company shall use all reasonable efforts to (a) maintain the listing and trading of the Common Stock on The Nasdaq Global Market and (b) effect the listing of the Shares on The Nasdaq Global Market, including submitting the LAS to The Nasdaq Stock Market LLC, if required.

10.4 [Reserved].

10.5 Assistance and Cooperation. Prior to the Closing, upon the terms and subject to the conditions set forth in this Agreement, each of the parties agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including using all reasonable efforts to: (a) cause the conditions precedent set forth in Sections 6, 7, and 8 to be satisfied (including, in the case of the Company, promptly notifying the Investor of any notice from the Nasdaq Stock Market LLC with respect to the LAS); (b) obtain all necessary actions or non-actions, waivers, consents, approvals, orders and authorizations from Governmental Authorities and make all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any); and (c) obtain all necessary consents, approvals or waivers from Third Parties.

10.6 Effect of Waiver of Condition to Closing. In the event that, as of the Closing, the Investor provides written notice to the Company of its waiver of the condition regarding a Material Adverse Effect set forth in Section 6.4 of this Agreement, the Investor shall be deemed to have waived any right of recourse against the Company for, and agreed not to sue the Company in respect of, any and all events or inaccuracies in any representations or warranties of the Company (a) that, as of the Closing, have caused or would reasonably be expected to cause such Material Adverse Effect and (b) of which the Investor had notice in writing from the Company immediately prior to the Closing.

10.7 Nasdaq Matters. Prior to the Closing, the Company shall comply in all material respects with all listing, reporting, filing, and other obligations under the rules of Nasdaq.

10.8 Blue Sky Filings. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Shares for, sale to the Investor at the Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of the Investor.

10.9 Legend Removal. The Company shall direct its transfer agent to remove the transfer restriction set forth in Section 5.9(a)(i) applicable to the Shares upon the written

request of the Investor, within two (2) Business Days of the Company's receipt of such request, at such time as the Shares (a) may be sold by the Investor pursuant to Rule 144 or (b) may be transferred without the requirement that the Company be in compliance with the public information requirements and without volume or manner-of-sale restrictions under Rule 144. The Investor, or if the Company's transfer agent requires, the Company, shall provide such opinions of counsel reasonably requested by the Company's transfer agent in connection with the removal of legends pursuant to this Section 10.9. The Company shall direct its transfer agent to remove the transfer restriction set forth in Section 5.9(a)(ii) applicable to the Shares upon expiration of the Lock-Up Period.

11. Miscellaneous.

11.1 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflict of laws principles thereof that would require the application of the Law of any other jurisdiction. Any action brought, arising out of, or relating to this Agreement shall be brought in the Court of Chancery of the State of Delaware. Each party hereby irrevocably submits to the exclusive jurisdiction of said Court in respect of any claim relating to the validity, interpretation and enforcement of this Agreement, and hereby waives, and agrees not to assert, as a defense in any action, suit, or proceeding in which any such claim is made that it is not subject thereto or that such action, suit, or proceeding may not be brought or is not maintainable in such courts, or that the venue thereof may not be appropriate or that this agreement may not be enforced in or by such courts. The parties hereby consent to and grant the Court of Chancery of the State of Delaware jurisdiction over such parties and over the subject matter of any such claim. The parties hereby consent to and agree that mailing of process or other papers in connection with any such action, suit, or proceeding in the manner provided in Section 11.3 or in such other manner as may be permitted by law shall be valid and sufficient thereof.

11.2 Waiver. Waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any subsequent breach of the same or any other provision. No delay or omission by a party in exercising or availing itself of any right, power or privilege hereunder shall preclude the later exercise of any such right, power or privilege by such party. No waiver shall be effective unless made in writing with specific reference to the relevant provision(s) of this Agreement and signed by a duly authorized representative of the party granting the waiver.

11.3 Notices. All notices, instructions and other communications hereunder or in connection herewith shall be in writing, shall be sent to the address of the relevant party set forth on Exhibit B attached hereto and shall be (a) delivered personally, (b) sent by registered or certified mail, return receipt requested, postage prepaid, (c) sent via a reputable nationwide overnight courier service or (d) sent by electronic mail, with a confirmation copy to be sent by registered or certified mail, return receipt requested, postage prepaid. Any such notice, instruction or communication shall be deemed to have been delivered upon receipt if delivered by hand, three (3) Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, one (1) Business Day after it is sent via a reputable nationwide overnight courier service or when transmitted with electronic confirmation of receipt, if transmitted by electronic mail (if such transmission is made during regular business hours of the

recipient on a Business Day; or otherwise, on the next Business Day following such transmission). Either party may change its address by giving notice to the other party in the manner provided above.

11.4 Entire Agreement. The Transaction Agreements contain the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous arrangements or understandings, whether written or oral, with respect hereto and thereto.

11.5 Amendments. No provision in this Agreement shall be supplemented, deleted or amended except in a writing executed by an authorized representative of each of the Investor and the Company.

11.6 Headings; Nouns and Pronouns; Section References. Headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa. References in this Agreement to a section or subsection shall be deemed to refer to a section or subsection of this Agreement unless otherwise expressly stated.

11.7 Severability. If, under applicable Laws, any provision hereof is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement in any jurisdiction ("**Modified Clause**"), then, it is mutually agreed that this Agreement shall endure and that the Modified Clause shall be enforced in such jurisdiction to the maximum extent permitted under applicable Laws in such jurisdiction; provided that the parties shall consult and use all reasonable efforts to agree upon, and hereby consent to, any valid and enforceable modification of this Agreement as may be necessary to avoid any unjust enrichment of either party and to match the intent of this Agreement as closely as possible, including the economic benefits and rights contemplated herein.

11.8 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either the Investor or the Company without (a) the prior written consent of the Company in the case of any assignment by the Investor or (b) the prior written consent of the Investor in the case of an assignment by the Company.

11.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

11.11 Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Third Party, including any creditor of any party hereto. No Third Party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability or obligation (or otherwise) against any party hereto.

11.12 No Strict Construction. This Agreement has been prepared jointly and will not be construed against either party.

11.13 Survival of Warranties. The representations and warranties of the Company and the Investor contained in this Agreement shall survive the Closing for eighteen (18) months, except for (a) the representations and warranties set forth in Sections 4.1, 4.2, 4.4, 4.5(a), 4.6(c), 4.7, 4.8, 4.11, 4.14, 4.15, 4.16, 4.17 and Sections 5.1, 5.2, 5.5, 5.7, and 5.8, which shall survive the Closing and (b) the representation and warranty of the Investor in Section 5.10, which shall not survive the Closing. The parties hereby acknowledge and agree that the rights of the parties hereunder are special, unique and of extraordinary character, and that if any party refuses or otherwise fails to act, or to cause its Affiliates to act, in accordance with the provisions of this Agreement, such refusal or failure would result in irreparable injury to the Company or the Investor as the case may be, the exact amount of which would be difficult to ascertain or estimate and the remedies at law for which would not be reasonable or adequate compensation. Accordingly, if any party refuses or otherwise fails to act, or to cause its Affiliates to act, in accordance with the provisions of this Agreement, then, in addition to any other remedy which may be available to any damaged party at law or in equity, such damaged party will be entitled to seek specific performance and injunctive relief, without posting bond or other security, and without the necessity of proving actual or threatened damages, which remedy such damaged party will be entitled to seek in any court of competent jurisdiction.

11.14 Remedies. The rights, powers and remedies of the parties under this Agreement are cumulative and not exclusive of any other right, power or remedy which such parties may have under any other agreement or Law. No single or partial assertion or exercise of any right, power or remedy of a party hereunder shall preclude any other or further assertion or exercise thereof.

11.15 Expenses. Each party shall pay its own fees and expenses in connection with the preparation, negotiation, execution and delivery of the Transaction Agreements.

(*Signature Page Follows*)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

REGENERON PHARMACEUTICALS, INC.

By: /s/ Nouhad Husseini
Name: Nouhad Husseini
Title: Senior Vice President, Business Development

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

INTELLIA THERAPEUTICS, INC.

By: /s/ John M. Leonard
Name: John M. Leonard, M.D.
Title: President and Chief Executive Officer

EXHIBIT A

FORM OF CROSS RECEIPT

CROSS RECEIPT

Intellia Therapeutics, Inc. hereby acknowledges receipt from Regeneron Pharmaceuticals, Inc. on June 1, 2020 of $30,000,000.00, representing the purchase price for 925,218 shares of Common Stock, par value $0.0001 per share, of Intellia Therapeutics, Inc., pursuant to that certain Share Purchase Agreement, dated as of May 30, 2020, by and between Regeneron Pharmaceuticals, Inc. and Intellia Therapeutics, Inc.

INTELLIA THERAPEUTICS, INC.

By: _____
Name:
Title:

Regeneron Pharmaceuticals, Inc. hereby acknowledges receipt from Intellia Therapeutics, Inc. on June 1, 2020 of 925,218 shares of Common Stock, par value $0.0001 per share, of Intellia Therapeutics, Inc., delivered pursuant to that certain Share Purchase Agreement, dated as of May 30, 2020, by and between Regeneron Pharmaceuticals, Inc. and Intellia Therapeutics, Inc.

REGENERON PHARMACEUTICALS, INC.

By: _____
Name:
Title:

EXHIBIT B

NOTICES

(a) If to the Investor:

Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, New York 10591
Attention: President & CEO
Copy: General Counsel

with a copy to:

Morgan, Lewis & Bockius LLP
502 Carnegie Center
Princeton, New Jersey 08540
Attention: David C. Schwartz, Esq.

(b) If to the Company:

Intellia Therapeutics, Inc.
40 Erie Street, Suite 130
Cambridge, Massachusetts 02139
Attention: General Counsel
Email: ntlanotice@intelliatx.com

with a copy to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Arthur McGivern, Esq.
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Press Release

Regeneron and Intellia Therapeutics Expand
Collaboration to Develop CRISPR/Cas9-Based Treatments

- *Regeneron and Intellia to co-develop potential hemophilia A and B treatments using their jointly-owned targeted transgene insertion capabilities*
- *Regeneron gains rights to develop products for additional* in vivo *targets and new rights for* ex vivo *product development*
- *Intellia receives $100 million through upfront cash and equity investment*

Tarrytown, New York and Cambridge, Mass. June 1, 2020 – Regeneron Pharmaceuticals, Inc. (NASDAQ: **REGN**) and Intellia Therapeutics, Inc. (NASDAQ: **NTLA**) announced an expansion of their existing collaboration to provide Regeneron with rights to develop products for additional *in vivo* CRISPR/Cas9-based therapeutic targets and for the companies to jointly develop potential products for the treatment of hemophilia A and B. Regeneron also receives non-exclusive rights to independently develop and commercialize *ex vivo* gene edited products. Intellia will receive an upfront payment of $70 million, and Regeneron will make an additional equity investment in Intellia of $30 million at $32.42 per share.

Regeneron and Intellia have worked together to make significant advances with Intellia's CRISPR/Cas9 platform to enable the targeted insertion of therapeutic proteins and antibodies. This collaboration expansion allows the companies to leverage more fully their jointly-developed targeted transgene insertion capabilities and potentially accelerate efforts to discover and develop new therapeutics, including products for hemophilia A and B. In preclinical studies, the companies demonstrated the first CRISPR/Cas9-mediated targeted transgene insertion in the liver of non-human primates, which generated normal or higher levels of circulating human Factor IX. Factor IX is a blood-clotting protein that is missing or defective in hemophilia B patients. These results suggest that transgene insertion may provide a functional *Factor 9* gene, which encodes for this important protein.

"The Regeneron team works hard to push the boundaries of science and technology, and we believe the precise *in vivo* gene insertion capabilities jointly developed with Intellia could be a promising therapeutic platform with significant potential in many diseases, including those that have been historically difficult to treat," said George D. Yancopoulos, M.D., Ph.D., Co-Founder, President and Chief Scientific Officer, Regeneron. "We're pleased to expand our work with Intellia, a like-minded group of scientists focused on maximizing the potential of CRISPR/Cas9 in order to help as many patients as possible."

“We’re excited to work with Regeneron on what could potentially be a cure for hemophilia A and B in this expansion of our successful collaboration that builds on our leading insertion capabilities,” said Intellia’s Chief Executive Officer and President, John M. Leonard, M.D. “We believe that our CRISPR/Cas9-based technology addresses the limitations of current replacement and gene therapy approaches, and importantly, may provide a durable, potentially life-long solution to these genetic diseases.”

Under the amended agreement, the term of the companies’ existing collaboration is extended until April 2024, with Regeneron having an option to renew for an additional two years. Regeneron will have rights to discover and develop CRISPR/Cas9-based therapeutic products for an additional five *in vivo* liver targets, for a total of up to 15 targets. As currently set forth in the existing collaboration, the parties will jointly research these *in vivo* targets, and thereafter certain targets may be developed by Regeneron or Intellia, or co-developed under certain conditions. Per the terms of the original agreement, Regeneron will pay potential royalties and milestone payments for the *in vivo* products it independently develops. In addition, Regeneron will receive a royalty-bearing, non-exclusive license to certain Intellia intellectual property to develop and commercialize up to 10 *ex vivo* CRISPR/Cas9 products in defined cell types.

About Regeneron Pharmaceuticals, Inc.

Regeneron (NASDAQ: REGN) is a leading biotechnology company that invents life-transforming medicines for people with serious diseases. Founded and led for 30 years by physician-scientists, our unique ability to repeatedly and consistently translate science into medicine has led to seven FDA-approved treatments and numerous product candidates in development, all of which were homegrown in our laboratories. Our medicines and pipeline are designed to help patients with eye diseases, allergic and inflammatory diseases, cancer, cardiovascular and metabolic diseases, infectious diseases, pain and rare diseases.

Regeneron is accelerating and improving the traditional drug development process through our proprietary *VelociSuite*® technologies, including *VelocImmune*® which uses a unique genetically-humanized mouse to produce optimized fully-human antibodies and bispecific antibodies, and through ambitious research initiatives such as the Regeneron Genetics Center, which is conducting one of the largest genetics sequencing efforts in the world. For additional information about the company, please visit www.regeneron.com or follow @Regeneron on Twitter.

About Intellia Therapeutics

Intellia Therapeutics is a leading genome editing company focused on developing proprietary, curative therapeutics using the CRISPR/Cas9 system. Intellia believes the CRISPR/Cas9 technology has the potential to transform medicine by permanently editing disease-associated genes in the human body with a single treatment course, and through improved cell therapies that can treat cancer and immunological diseases, or can replace patients’ diseased cells. The combination of deep scientific, technical and clinical development experience, along with its leading intellectual property portfolio, puts Intellia in

a unique position to unlock broad therapeutic applications of the CRISPR/Cas9 technology and create a new class of therapeutic products. Learn more about Intellia Therapeutics and CRISPR/Cas9 at intelliatx.com and follow us on Twitter @intelliatweets.

Regeneron Forward-Looking Statements and Use of Digital Media

This press release includes forward-looking statements that involve risks and uncertainties relating to future events and the future performance of Regeneron Pharmaceuticals, Inc. ("Regeneron" or the "Company"), and actual events or results may differ materially from these forward-looking statements. Words such as "anticipate," "expect," "intend," "plan," "believe," "seek," "estimate," variations of such words, and similar expressions are intended to identify such forward-looking statements, although not all forward-looking statements contain these identifying words. These statements concern, and these risks and uncertainties include, among others, the impact of SARS-CoV-2 (the virus that has caused the COVID-19 pandemic) on Regeneron's business and its employees, collaborators, suppliers, and other third parties on which Regeneron relies, Regeneron's and its collaborators' ability to continue to conduct research and clinical programs, Regeneron's ability to manage its supply chain, net product sales of products marketed by Regeneron and/or its collaborators (collectively, "Regeneron's Products"), and the global economy; the nature, timing, and possible success and therapeutic applications of Regeneron's Products and Regeneron's product candidates and research and clinical programs now underway or planned, such as the programs discussed in this press release to develop products for in vivo CRISPR/Cas9-based therapeutic targets with Intellia Therapeutics, Inc. (including for the treatment of hemophilia A and B); the extent to which the results from the research and development programs conducted by Regeneron and/or its collaborators (including based on the collaboration discussed in this press release) may lead to advancement of product candidates to clinical trials or therapeutic applications; the potential for any license or collaboration agreement, including Regeneron's agreements with Sanofi, Bayer, and Teva Pharmaceutical Industries Ltd. (or their respective affiliated companies, as applicable), as well as Regeneron's collaboration with Intellia Therapeutics, Inc. discussed in this press release, to be cancelled or terminated without any further product success; the likelihood, timing, and scope of possible regulatory approval and commercial launch of Regeneron's product candidates and new indications for Regeneron's Products; unforeseen safety issues resulting from the administration of Regeneron's Products and product candidates in patients, including serious complications or side effects in connection with the use of Regeneron's Products and product candidates in clinical trials; determinations by regulatory and administrative governmental authorities which may delay or restrict Regeneron's ability to continue to develop or commercialize Regeneron's Products and product candidates; ongoing regulatory obligations and oversight impacting Regeneron's Products, research and clinical programs, and business, including those relating to patient privacy; uncertainty of market acceptance and commercial success of Regeneron's Products and product candidates and the impact of studies (whether conducted by Regeneron or others and whether mandated or voluntary) on the commercial success of Regeneron's Products and product candidates; the availability and extent of reimbursement of Regeneron's Products from third-party payers, including private payer healthcare and insurance programs, health maintenance organizations, pharmacy benefit management companies, and government programs such

as Medicare and Medicaid; coverage and reimbursement determinations by such payers and new policies and procedures adopted by such payers; competing drugs and product candidates that may be superior to Regeneron's Products and product candidates; the ability of Regeneron to manufacture and manage supply chains for multiple products and product candidates; the ability of Regeneron's collaborators, suppliers, or other third parties (as applicable) to perform manufacturing, filling, finishing, packaging, labeling, distribution, and other steps related to Regeneron's Products and product candidates; unanticipated expenses; the costs of developing, producing, and selling products; the ability of Regeneron to meet any of its financial projections or guidance and changes to the assumptions underlying those projections or guidance; and risks associated with intellectual property of other parties and pending or future litigation relating thereto (including without limitation the patent litigation and other related proceedings relating to Dupixent® (dupilumab) and Praluent® (alirocumab)), other litigation and other proceedings and government investigations relating to the Company and/or its operations, the ultimate outcome of any such proceedings and investigations, and the impact any of the foregoing may have on Regeneron's business, prospects, operating results, and financial condition. A more complete description of these and other material risks can be found in Regeneron's filings with the U.S. Securities and Exchange Commission, including its Form 10-K for the year ended December 31, 2019 and its Form 10-Q for the quarterly period ended March 31, 2020. Any forward-looking statements are made based on management's current beliefs and judgment, and the reader is cautioned not to rely on any forward-looking statements made by Regeneron. Regeneron does not undertake any obligation to update publicly any forward-looking statement, including without limitation any financial projection or guidance, whether as a result of new information, future events, or otherwise.

Regeneron uses its media and investor relations website and social media outlets to publish important information about the Company, including information that may be deemed material to investors. Financial and other information about Regeneron is routinely posted and is accessible on Regeneron's media and investor relations website (http://newsroom.regeneron.com) and its Twitter feed (http://twitter.com/regeneron).

Intellia's Forward-Looking Statements

This press release contains "forward-looking statements" of Intellia Therapeutics, Inc. ("Intellia" or the "Company") within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, but are not limited to, express or implied statements regarding Intellia's beliefs and expectations regarding its: planned submission of an investigational new drug ("IND") application or similar clinical trial application for NTLA-2001 for the treatment of transthyretin amyloidosis ("ATTR") in mid-2020 and its planned dosing of first patients in the second half of 2020; plans to submit an IND application or similar clinical trial application for NTLA-5001, its first T cell receptor ("TCR")-directed engineered cell therapy development candidate for its acute myeloid leukemia ("AML") program in the first half of 2021; plans to submit an IND or similar clinical trial application for its hereditary angioedema ("HAE") program in the second half of 2021; plans to advance and complete preclinical studies, including non-human primate studies for its ATTR program and HAE programs, and other animal studies supporting other in vivo and ex vivo programs, including its AML program; development of a proprietary LNP/AAV

hybrid delivery system, as well as its modular platform to advance its complex genome editing capabilities, such as gene insertion; further development of its proprietary cell engineering process for multiple sequential editing; presentation of additional data at upcoming scientific conferences, and other preclinical data in 2020; advancement and expansion of its CRISPR/Cas9 technology to develop human therapeutic products, as well as its ability to maintain and expand its related intellectual property portfolio; ability to demonstrate its platform's modularity and replicate or apply results achieved in preclinical studies, including those in its ATTR, AML, and HAE programs, in any future studies, including human clinical trials; ability to develop other in vivo or ex vivo cell therapeutics of all types, and those targeting WT1 in AML in particular, using CRISPR/Cas9 technology; ability to optimize the impact of its collaborations on its development programs, including but not limited to its collaborations with Novartis or Regeneron Pharmaceuticals, Inc., Regeneron's ability to enter into a co-development and co-promotion agreement for the HAE program, and the potential timing and receipt of future milestones and royalties based on Intellia's collaboration with Regeneron; and statements regarding the timing of regulatory filings and clinical trial execution, including dosing of patients in its development programs.

Any forward-looking statements in this press release are based on management's current expectations and beliefs of future events, and are subject to a number of risks and uncertainties that could cause actual results to differ materially and adversely from those set forth in or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to: risks related to Intellia's ability to protect and maintain its intellectual property position; risks related to Intellia's relationship with third parties, including its licensors and licensees; risks related to the ability of its licensors to protect and maintain their intellectual property position; uncertainties related to regulatory agencies' evaluation of regulatory filings and other information related to its product candidates; uncertainties related to the initiation and conduct of studies and other development requirements for its product candidates; the risk that any one or more of Intellia's product candidates will not be successfully developed and commercialized; the risk that the results of preclinical studies or clinical studies will not be predictive of future results in connection with future studies; and the risk that Intellia's collaborations with Novartis or Regeneron or its other ex vivo collaborations will not continue or will not be successful. For a discussion of these and other risks and uncertainties, and other important factors, any of which could cause Intellia's actual results to differ from those contained in the forward-looking statements, see the section entitled "Risk Factors" in Intellia's most recent annual report on Form 10-K as well as discussions of potential risks, uncertainties, and other important factors in Intellia's other filings with the Securities and Exchange Commission. All information in this press release is as of the date of the release, and Intellia undertakes no duty to update this information unless required by law.

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