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): June 21, 2024

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

On June 26, 2024, Intellia Therapeutics, Inc. (the "Company") announced the appointment, effective July 22, 2024 ("Start Date"), of Edward Dulac to serve as Executive Vice President and Chief Financial Officer ("CFO"), treasurer and principal financial officer of the Company. On June 26, 2024, the Company also announced that Glenn Goddard, the Company's current CFO, will step down effective June 30, 2024. Mr. Goddard's departure is not related to any disagreement with the Company on any matter relating to its operations, policies or practices. In connection with Mr. Dulac's appointment and Mr. Goddard's departure, Michael P. Dube, the Company's Chief Accounting Officer, will serve as the Company's interim principal financial officer until the Start Date.

Mr. Dulac comes to the Company from Fate Therapeutics, a clinical-stage biopharmaceutical company, where he has served as Chief Financial Officer since August 2020. Prior to Fate Therapeutics, Mr. Dulac was at Celgene (now Bristol Myers Squibb), a global biopharmaceutical company, where he held multiple positions, including Vice President, Business Development & Strategy. Prior to Celgene, Mr. Dulac worked as a biopharmaceutical equity research analyst at Barclays Capital and Lehman Brothers and in corporate finance at Pfizer. Combined, Mr. Dulac has over 20 years of finance, business development and product portfolio strategy experience. Mr. Dulac received a B.S. in Pharmacy from the University of Pittsburgh and an MBA from Indiana University, Kelley School of Business.

In connection with his employment, the Company entered into an Employment Agreement, dated as of June 22, 2024, with Mr. Dulac (the "Dulac Employment Agreement"), which sets forth certain terms of Mr. Dulac's employment. Pursuant to the terms of the Dulac Employment Agreement, Mr. Dulac will receive an initial annual base salary of $510,000 and will be eligible to earn an annual cash incentive bonus with an initial target amount equal to 40% of his base salary, which will not be prorated in the initial year of employment. Any annual cash bonus will be determined by the Company's Board of Directors (the "Board") or the Compensation and Talent Development Committee of the Board and will be subject to the terms of the applicable Company bonus plan. Additionally, Mr. Dulac will receive a one-time sign-on bonus of $100,000.00, which is subject to full or partial repayment in the event that Mr. Dulac's employment with the Company is terminated by Mr. Dulac without Good Reason or by the Company for Cause (each as defined in the Dulac Employment Agreement) prior to the second anniversary of the Start Date. The Dulac Employment Agreement further provides for the grant, effective as of the Start Date, of an initial equity award (the "Initial Equity Grant") consisting of: (i) an option to purchase shares of the Company's common stock with a grant date value of $1,680,000; (ii) a time-based restricted stock unit award with a grant date value of $1,680,000; (iii) a performance-based restricted stock unit award with a grant date target value of $840,000; and (iv) a performance-based restricted stock unit award covering 30,000 shares (at target) of the Company's common stock. In addition, the Dulac Employment Agreement provides for certain severance payments and benefits upon a qualifying termination of Mr. Dulac's employment, as described in the Dulac Employment Agreement. A copy of the Dulac Employment Agreement is filed herewith as Exhibit 10.1 and incorporated herein by reference. The foregoing description of the Dulac Employment Agreement is a summary only and is qualified in its entirety by reference to such exhibit.

Effective as of the Start Date, Mr. Dulac will be an "officer" as such term is used within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Company will also enter into an indemnification agreement with Mr. Dulac in connection with his appointment, in the form filed as Exhibit 10.6 to Amendment No. 3 to the Company's Registration Statement on Form S-1 (File No. 333-210689) filed with the Securities and Exchange Commission on April 27, 2016. Pursuant to the terms of the indemnification agreement, the Company may be required, among other things, to indemnify Mr. Dulac for some expenses, including attorneys' fees, judgments, fines and settlement amounts, incurred by him in any action or proceeding arising out of his service as one of the Company's officers.

Mr. Dulac (a) is not a party to any other arrangements or understandings with any other person pursuant to which he was selected to serve as an officer of the Company, (b) has not been involved in any transactions with the Company or related persons of the Company that would require disclosure under Item 404(a) of Regulation S-K, and (c) does not have any family relationship with any members of the Board or any executive officer of the Company.

Goddard Separation

Pursuant to and materially consistent with the terms of Mr. Goddard's employment agreement with the Company (the "Goddard Employment Agreement"), subject to his execution of a separation agreement and release in the form provided by the Company, Mr. Goddard will be entitled to the severance payments and benefits payable to him in the event of a termination of employment by the Company without Cause (as defined in the Goddard Employment Agreement).

Inducement Plan

On June 21, 2024, the Board approved the Intellia Therapeutics, Inc. 2024 Inducement Plan (the "2024 Inducement Plan"). The terms of the 2024 Inducement Plan are substantially similar to the terms of the Company's 2015 Amended and Restated Stock Option Incentive Plan with the exception that incentive stock options may not be issued under the 2024 Inducement Plan and awards under the 2024 Inducement Plan may only be issued to eligible recipients under the applicable Nasdaq Listing Rules. The 2024 Inducement Plan was adopted by the Board without stockholder approval pursuant to Rule 5635(c)(4) of the Nasdaq Listing Rules.

The Board has initially reserved 850,000 shares of the Company's common stock for issuance pursuant to awards granted under the 2024 Inducement Plan. In accordance with Rule 5635(c)(4) of the Nasdaq Listing Rules, awards under the 2024 Inducement Plan may only be made to an employee who is commencing employment with the Company or any subsidiary or who is being rehired following a bona fide interruption of employment by the Company or any subsidiary, in either case if such employee is granted such award in connection with the employee's commencement of employment with the Company or a subsidiary and such grant is an inducement material to his or her entering into employment with the Company or such subsidiary.

A complete copy of the 2024 Inducement Plan and the forms of award agreements to be used thereunder are filed herewith as Exhibit 10.2 and incorporated herein by reference. The above summary of the 2024 Inducement Plan does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Item 7.01. Regulation FD Disclosure.

On June 26, 2024, the Company issued a press release reflecting the matters discussed in Item 5.02 of this current report on Form 8-K. The full text of this press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

The information in this Item 7.01 and Exhibit 99.1 attached hereto is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference to such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description of Exhibit
10.1	Employment Agreement between Intellia Therapeutics, Inc. and Edward Dulac
10.2	Intellia Therapeutics, Inc. 2024 Inducement Plan and forms of award agreements thereunder
99.1	Press Release dated June 26, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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 thereunto duly authorized.

Intellia Therapeutics, Inc.

Date: June 26, 2024

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

Exhibit 10.1

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") by and between Intellia Therapeutics, Inc., a Delaware corporation (together with its successors and assigns, the "Company"), and Edward Dulac (the "Executive") (the Company and the Executive each a "Party" and, collectively, the "Parties"), shall become effective as of July 22, 2024 ("Effective Date"). If the Executive fails to begin employment on the Effective Date or another mutually agreed upon date within thirty (30) days of the Effective Date (the "Start Date"), this Agreement shall be null and void and of no force and effect.

WHEREAS, the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms and conditions contained herein.

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

1. Employment.

(a) Term. The term of this Agreement and the Executive's employment hereunder shall commence on the later of the Effective Date or the Start Date and continue until terminated by either Party in accordance with the provisions hereof (the "Term"). For the avoidance of doubt, the Executive's employment is at-will and either Party may terminate the Executive's employment and the Term at any time, for any or no reason.

(b) Position and Duties. The Executive shall initially serve as Executive Vice President and Chief Financial Officer of the Company, and will have the customary duties, authorities and responsibilities of such position, as well as such other duties, authorities and responsibilities as may from time to time be assigned by the Company's Chief Executive Officer and Board of Directors (the "Board") or other duly authorized executive officer of the Company, provided that such duties are consistent with the Executive's position or other positions that the Executive may hold from time to time. The Executive shall faithfully serve the Company and devote substantially all of the Executive's full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other for-profit boards of directors, with the approval of the Board (or designee thereof), or sit on the governing boards of, or hold leadership positions related to, religious, charitable or other community activities as long as such services and activities are disclosed to, and approved by, the Board (or designee thereof) in advance and do not materially interfere with the Executive's performance of his duties to the Company as provided in this Agreement; provided, however, that the positions listed on Exhibit A hereto have been approved and disclosed to the Board (or designee thereof). To the extent applicable, the Executive shall be deemed to have resigned from all officer and board member positions that the Executive holds with the Company or any of its respective subsidiaries and affiliates upon the termination of the Executive's employment for any reason. The Executive shall execute any documents in reasonable form as may be requested to confirm or effectuate any such resignations.

(c) Additional Positions. In addition to the foregoing, the Executive shall serve in such additional executive and/or board-level positions with the Company or its affiliates as required by the Company, without additional compensation.

(d) Place of Employment. The Executive will be permitted to work primarily from the Executive's home office in the Executive's principal state of residence in California but will be expected to travel to and work at one of the Company's corporate locations as instructed by the Company and may be further required to travel for Company business. The Executive agrees not to relocate outside of the State of California, without prior written approval of the Board (or designee thereof), unless relocating to a commutable distance from Cambridge, Massachusetts.

2. Compensation and Related Matters.

(a) Base Salary. The Executive's initial annualized base salary shall be $510,000.00. The Executive's base salary shall be reviewed annually by the Board or the Compensation and Talent Development Committee of the Board (the "Compensation Committee") or their designee and may be increased but not decreased without the Executive's written consent. The base salary in effect at any given time is referred to herein as "Base Salary." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for senior management employees.

(b) Incentive Compensation. Subject to the terms and conditions of the applicable Company bonus plan, as may be amended from time to time (the "Bonus Plan"), for each calendar year commencing with the calendar year that includes the Start Date (the "Initial Year") and continuing throughout the Term, the Executive shall be eligible to earn cash incentive compensation under the Bonus Plan as determined by the Board or the Compensation Committee (or designee thereof), in their sole and absolute discretion from time to time. Subject to the foregoing, the Executive's initial target annual incentive compensation under the Bonus Plan shall be 40% percent of the Executive's Base Salary (the "Target Bonus") as of the last day of the calendar year to which the incentive compensation relates (the "Performance Year"). Notwithstanding the Bonus Plan, (i) for the Initial Year the Executive's cash incentive compensation under the Bonus Plan shall not be prorated, (ii) to earn and receive incentive compensation for a Performance Year, the Executive must be employed by the Company through the last day of such Performance Year, and (iii) any earned incentive compensation shall be paid no later than March 15 of the year following the applicable Performance Year. Subject to the immediately preceding sentence, in the event of any conflict between this Section 2(b) and the Bonus Plan, the Bonus Plan will prevail.

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable business expenses incurred by the Executive during the Term in performing services hereunder, in accordance with and subject to the policies and procedures then in effect and established by the Company for its senior management employees.

(d) Other Benefits. During the Term, the Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms of such plans. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time, in its sole and absolute discretion.

(e) Vacations. During the Term, the Executive will be entitled to paid vacation in accordance with the Company's paid time off or similar policy as in effect from time to time. Vacation may be taken at such times and intervals as the Executive determines, subject to the business needs of the Company.

(f) Sign-On Bonus. Within 30 days of the later of the Effective Date or the Start Date and subject to the Executive's continued employment with the Company through the payment date, the Company will pay the Executive a one-time sign-on bonus in the amount of $100,000.00, less applicable tax-related deductions and withholdings (the "Sign-On Bonus"). If the Executive notifies the Company of an intention to terminate his employment without Good Reason or the Executive's employment is terminated by the Company for Cause (each as defined in Section 3 below), in each case, prior to the one-year anniversary of the later of the Effective Date or the Start Date, the Executive will repay 100% of the Sign-On Bonus to the Company. If the Executive notifies the Company of an intention to terminate his employment without Good Reason or the Executive's employment is terminated by the Company for Cause, in each case, after the one-year anniversary and prior to the two-year anniversary of the later of the Effective Date or the Start Date, the Executive will repay 50% of the Sign-On Bonus to the Company. The Executive agrees to make any such repayment in accordance with this Section 2(f) within 10 days after the Date of Termination (as defined in Section 3 below).

(g) Equity Awards.

(i) Initial Equity Awards. As a material inducement to the Executive entering into this Agreement and becoming an employee of the Company, subject to approval by the Compensation Committee or a majority of the Company's independent directors and the Executive's commencement of employment with the Company on the later of the Effective Date or the Start Date (the "Grant Date"), the Executive shall be granted an initial equity incentive grant (the "Initial Equity Grant") consisting of: (i) an option to purchase shares of the Company's common stock with a value of $1,680,000.00 as of the Grant Date (the "Initial Option Grant"); (ii) a time-based restricted stock unit award with a value of $1,680,000.00 as of the Grant Date (the "Initial RSU Grant"); (iii) a performance-based restricted stock unit award (the "Initial PSU (TSR) Grant") with a target value of $840,000.00 as of the Grant Date; and (iv) a performance based restricted stock unit award covering 30,000 shares (at target) of the Company's common stock. The number of shares of the Company's common stock underlying the Initial Option Grant, the Initial RSU Grant and the Initial PSU (TSR) Grant shall be determined in accordance with the Company's then-current Equity Award Grant Policy. The Initial Equity Grant shall be granted as an inducement grant consistent with the requirements of NASDAQ Stock Market Rule 5635(c)(4).

(ii) Additional Equity Awards. During the Term, in calendar years subsequent to the Initial Year, the Executive will be considered for additional equity incentive grants from time to time at the discretion of the Board (or designee thereof).

(iii) Terms. All equity awards granted to the Executive, including the Initial Equity Grant, will be subject to all of the terms and conditions (including vesting and forfeiture) of the Company's applicable equity incentive plan, the applicable equity award agreement(s), and any other ancillary agreements that the Executive may be required to execute

as a condition of the grant (collectively, the "Equity Documents"). Nothing in this Section 2(g) shall be interpreted to grant the Executive a legally binding right to receive any equity awards, including the Initial Equity Grant, and, in the event of any conflict between any terms of this Agreement and any terms of the Equity Documents, the terms of the Equity Documents will prevail.

3. Termination. During the Term, the Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall automatically terminate upon the Executive's death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform the essential functions of the Executive's then-existing position or positions under this Agreement with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period ("Total Disability"). If any question shall arise as to whether the Executive has incurred a Total Disability, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of such selected physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq*., the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.,* the California Family Right Act (CFRA), and the California Fair Employment and Housing Act (FEHA).

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (i) the Executive's theft, dishonesty, fraud, embezzlement, willful misconduct, breach of fiduciary duty or material falsification of any documents or records of the Company, its subsidiaries or other affiliates (each, a "Group Company"); (ii) a government charge of the Executive with, or commission of, any act or omission that results in, or would reasonably be expected to result in, a conviction of, plea of no contest to, plea of nolo contendere to, or imposition of unadjudicated probation for, any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any willful conduct or omission by the Executive that would reasonably be expected to result in material injury or reputational harm to any Group Company; (iii) continued non-performance by the Executive of the Executive's duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or disability) following written notice of such non-performance from the Company; (iv) any breach by the Executive of any of the provisions of the PIIA Agreement (as defined in Section 7 below), Section 7 of this Agreement or of any other applicable restrictive covenants in favor of any Group Company; (v) a material violation by the Executive of any Group Company written policies or procedures applicable to the Executive; (vi) willful failure by the Executive to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by any Group

Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation; (vii) the Executive's unauthorized use, misappropriation, destruction or diversion of any corporate opportunity or any material tangible or intangible asset of any Group Company (including the Executive's improper use or disclosure of a Group Company's confidential or proprietary information); or (viii) any material breach by the Executive of this Agreement or any other agreement between the Executive and any Group Company. For purposes of this Agreement, no act or failure to act on the Executive's part, shall be considered willful if it is done, or omitted to be done, by the Executive in good faith and with a reasonable belief that the Executive's action or omission was in the best interests of the Company unless instructed otherwise by the Company.

(d) Termination Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or Total Disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate the Executive's employment hereunder at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events without the Executive's written consent: (i) a material diminution in the Executive's responsibilities, authority, or duties hereunder (other than temporarily while physically or mentally incapacitated or as required by applicable law); (ii) a material diminution in the Executive's Base Salary except for across-the-board reductions based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company; (iii) a material change by the Company in the Executive's place of employment set forth in Section 1(d); or (iv) a material breach of this Agreement by the Company. "Good Reason Process" shall mean that (1) the Executive reasonably determines in good faith that a condition constituting Good Reason has occurred; (2) the Executive notifies the Company in writing of the Executive's intent to terminate for Good Reason and describing in detail the condition or conditions alleged to constitute Good Reason (the "Condition") within 60 calendar days of the first occurrence of such Condition; (3) the Executive cooperates in good faith with the Company's efforts, for a period not less than 60 days following such notice (the "Cure Period"), to remedy the Condition; (4) notwithstanding such efforts, the Condition continues to exist; and (5) the Executive terminates the Executive's employment with the Company within 60 calendar days after the end of the Cure Period. Notwithstanding anything herein to the contrary, if the Company cures the Condition during the Cure Period, then Good Reason shall be deemed not to have occurred on the basis of such Condition, and any termination by the Executive on the basis of such Condition shall be a termination other than for Good Reason.

(f) Notice of Termination. Except for termination specified in Section 3(a), any termination of the Executive's employment by the Company or by the Executive shall be communicated by written Notice of Termination to the other Party. For purposes of this Agreement, a "Notice of Termination" shall mean a notice that indicates the specific termination provision in this Agreement relied upon.

(g) Termination Date. "Termination Date" shall mean: (i) if the Executive's employment is terminated by the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated on account of Total Disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which a Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company under Section 3(d), the date on which a Notice of Termination is given; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) other than for Good Reason, 30 days after the date on which a Notice of Termination is given or such other date as is mutually agreed upon by the Executive and the Company, and (v) if the Executive's employment is terminated by the Executive under Section 3(e) for Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company in which the Executive terminates his employment under Section 3(e) for Good Reason, the Company may unilaterally and solely at its own discretion instruct the Executive to stop performing duties and/or reporting to work during all or part of the notice period, and/or accelerate the Termination Date, and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

4. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to his or her authorized representative or estate) (i) any Base Salary earned through the Termination Date (paid on the Termination Date); (ii) any unused vacation that accrued through the Termination Date (paid subject to, and in accordance with, Section 2(e) of this Agreement); (iii) unpaid expense reimbursements (paid subject to, and in accordance with, Section 2(c) of this Agreement); (iv) any incentive compensation earned by, but not yet paid to, the Executive for the calendar year immediately preceding the calendar year containing the Termination Date, subject to and in accordance with, and paid at the time set forth in, Section 2(b) of this Agreement and the applicable Bonus Plan; and (iv) any vested benefits the Executive may have under any employee benefit plan of the Company through the Termination Date, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Benefits").

(b) Termination by the Company Without Cause or by the Executive with Good Reason Outside of the Change in Control Protection Period. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates the Executive's employment for Good Reason as provided in Section 3(e), in each case other than within 24 months after the occurrence of a Change in Control (as defined Section 5 below), then the Company shall pay the Executive the Accrued Benefits, and, subject to (i) the Executive timely signing and not subsequently revoking a separation agreement in a form then provided by the Company, which shall contain, at the Company's discretion, among other provisions, a general release of claims in favor of the Company and related persons and entities, confidentiality, return of property, and non-disparagement provisions, and which shall provide that if the Executive breaches any of the provisions of the PIIA Agreement or any provision of the separation agreement, all payments of the Severance Amount (as defined below) shall immediately cease (the "Separation Agreement and Release"), (ii) the Separation Agreement and Release becoming fully effective and irrevocable in accordance with its terms (in the case of each of (i)

and (ii), within 60 days after the Termination Date or such shorter time frame as set forth in the Separation Agreement and Release), and (iii) the Executive complying with all of the terms and conditions of the Separation Agreement and Release, this Agreement, and the PIIA Agreement (the conditions described in clauses (i) through (iii), collectively, the "Severance Conditions"):

(i) the Company shall pay the Executive an amount equal to (9) months of the Executive's Base Salary as in effect on the Termination Date or, in the case of termination by the Executive for Good Reason under Section 3(e), as of immediately prior to the diminution in the Executive's Base Salary, if any, that constitutes Good Reason (the "Severance Amount");

(ii) the Severance Amount payable under Section 4(b)(i) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over nine (9) months commencing on the Termination Date; provided, however, that the first installment payment of the Severance Amount will be made on the first payroll date according to the Company's normal payroll practice next following the 60th day after the Termination Date and will include a catch-up payment to cover amounts that were otherwise due prior thereto;

(iii) if the Executive was participating in the Company's group health plan immediately prior to the Termination Date, is eligible for and elects COBRA health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), and continues to copay the premiums for such coverage at the same level and cost to the Executive as if the Executive were an employee of the Company (excluding, for purposes of calculating cost, an employee's ability to pay premiums with pre-tax dollars) then, until the earliest of (A) the 9-month anniversary of the Termination Date, (B) the end of the Executive's COBRA health continuation period, or (C) the date on which the Executive becomes eligible for coverage under another employer's group health plan (and the Executive agrees to notify the Company in writing immediately upon such eligibility), the Company will contribute toward the cost of the Executive's COBRA premiums in the same amount as if the Executive was actively employed by the Company, in a manner intended to avoid any excise tax under Section 4980D of the Internal Revenue Code of 1986, as amended (the "Code"), and subject to the eligibility requirements and other terms and conditions of such coverage; provided, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates. For the avoidance of doubt, the taxable payments described above may be used for any purpose, including, but not limited to, continuation coverage under COBRA; and

(iv) except as otherwise provided in the applicable Equity Documents, those shares underlying (A) restricted stock awards, stock options and other stock-based awards held by the Executive and (B) restricted stock awards, stock options and other stock-based awards held by entities to whom the Executive has properly transferred such

awards in accordance with the terms of the applicable Equity Documents, that would have vested in the nine (9) months following the Termination Date had the Executive remained employed during such period shall immediately accelerate and become fully exercisable or nonforfeitable as of the Termination Date.

5. Change in Control Protection. The provisions of this Section 5 set forth certain terms of an agreement reached between the Executive and the Company regarding the Executive's rights and obligations in the event of an occurrence of a Change in Control of the Company. The provisions of this Section 5 are intended to assure and encourage in advance the Executive's continued attention and dedication to the Executive's assigned duties and objectivity during the pendency and after the occurrence of any such event. The provisions of this Section 5 shall apply in lieu of, and expressly supersede, the provisions of Section 4(b) if such termination of employment occurs within 24 months after the occurrence of a Change in Control.

(a) Termination by the Company Without Cause or by the Executive with Good Reason During the Change in Control Protection Period. During the Term, if within 24 months after a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates the Executive's employment for Good Reason as provided in Section 3(e), then, subject to the Executive complying with all of the Severance Conditions:

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to 1.5 times the sum of (A) the Executive's then current Base Salary (or the Executive's Base Salary in effect immediately prior to the Change in Control or, in the case of termination by the Executive for Good Reason under Section 3(e), as of immediately prior to the diminution in the Executive's Base Salary, if any, that constitutes Good Reason, whichever is highest) plus (B) the Executive's Target Bonus for the then-current year (the "Change in Control Payment");

(ii) the Change in Control Payment payable under Section 5(a)(i) shall be paid on the first payroll date according to the Company's normal payroll practice next following the 60th day after the Termination Date;

(iii) except as otherwise provided in the applicable Equity Documents: (A) if the Executive was employed by the Company for at least six consecutive months immediately prior to the Change in Control, (I) all shares of restricted stock, stock options and other stock-based awards held by the Executive and (II) all shares of restricted stock, stock options and other stock-based awards held by entities to whom the Executive has properly transferred such awards in accordance with the terms of the applicable Equity Documents shall immediately accelerate and become fully exercisable or nonforfeitable as of the Termination Date; or (B) if the Executive was employed by the Company for less than six consecutive months immediately prior to the Change in Control, (I) 50% of the shares of restricted stock, stock options and other stock-based awards held by the Executive and (II) 50% of the shares of restricted stock, stock options and other stock-based awards held by entities to whom the Executive has properly transferred such awards in accordance with the terms of the applicable Equity Documents shall immediately accelerate and become fully exercisable or nonforfeitable as of the Termination Date; and

(iv) if the Executive was participating in the Company's group health plan immediately prior to the Termination Date, is eligible for and elects COBRA health continuation coverage, and continues to copay the premiums for such coverage at the same level and cost to the Executive as if the Executive were an employee of the Company (excluding, for purposes of calculating cost, an employee's ability to pay premiums with pre-tax dollars), then, until the earliest of (A) the 18-month anniversary of the Termination Date, (B) the end of the Executive's COBRA health continuation period, or (C) the date on which the Executive becomes eligible for coverage under another employer's group health plan (and the Executive agrees to notify the Company in writing immediately upon such eligibility), the Company will contribute toward the cost of the Executive's COBRA premiums in the same amount as if they were actively employed by the Company, in a manner intended to avoid any excise tax under Section 4980D of the Code, and subject to the eligibility requirements and other terms and conditions of such coverage; provided, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates. For the avoidance of doubt, the taxable payments described above may be used for any purpose, including, but not limited to, continuation coverage under COBRA.

(b) Additional Limitation.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by any Group Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code", and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be $1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not thus reduced. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(ii) For purposes of this Section 5(b), the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 5(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"). Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

(c) Definitions. For purposes of this Section 5, the following terms shall have the following meanings:

"Change in Control" shall mean any of the following:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Act") (other than the Company, any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all "affiliates" and "associates" (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the "beneficial owner" (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50 percent or more of the combined voting power of the Company's then outstanding securities having the right to vote in an election of the Board ("Voting Securities") (in such case other than as a result of an acquisition of securities directly from the Company); or

(ii) the date a majority of the members of the Board is replaced during any consecutive 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board serving immediately before such 12-month period; or

(iii) the consummation of (A) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of the Company issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then-outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then-outstanding Voting Securities, then a "Change in Control" shall be deemed to have occurred for purposes of the foregoing clause (i).

6. Section 409A.

(a) The Parties intend that the payments and benefits under this Agreement be exempt from or, to the extent not exempt, comply with, Section 409A of the Code and the regulations promulgated thereunder (collectively, "Section 409A") and, accordingly, to the maximum extent permitted, this Agreement will be interpreted and construed consistent with such intent. Notwithstanding the foregoing, the Company does not guarantee any particular tax result, and in no event whatsoever will the Company, its affiliates, or their respective officers, directors, employees, counsel or other service providers be liable for any tax, interest or penalty that may be imposed on the Executive by Section 409A or damages for failing to comply with Section 409A.

(b) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement or otherwise on account of the Executive's separation from service would be considered deferred compensation subject to Section 409A, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (i) six months and one day after the Executive's separation from service or (ii) the Executive's death (and any amounts that otherwise would have been paid during such period will be paid in a lump sum on such date).

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

(d) To the extent that any payment or benefit described in this Agreement constitutes deferred compensation subject to Section 409A, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service" within the meaning of Section 409A and, for purposes of any such provision, all references in this Agreement to the Executive's "termination", "termination of employment" and like terms shall mean the Executive's "separation from service" with the Company.

(e) Any other provision of this Agreement to the contrary notwithstanding, in no event will any payment or benefit hereunder that constitutes deferred compensation subject to Section 409A be subject to offset by any other amount unless otherwise permitted by Section 409A.

(f) Any other provision of this Agreement to the contrary notwithstanding, for purposes of any payment or benefit hereunder that constitutes deferred compensation subject to Section 409A and is payable upon a Change in Control, a "Change in Control" will not occur unless such Change in Control also constitutes a "change in the ownership of a corporation," a "change in the effective control of a corporation," or a "change in the ownership of a substantial portion of the assets of the corporation," in each case within the meaning of Section 409A.

(g) Each payment pursuant to this Agreement is intended to constitute a separate and distinct payment for purposes of Section 409A. Whenever a payment hereunder specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(h) The Parties agree that this Agreement may be amended, as reasonably requested by either Party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either Party.

7. Proprietary Information and Inventions Assignment Agreement and Other Obligations.

(a) Proprietary Information and Inventions Assignment Agreement. As a further condition to employment, unless prohibited by applicable law, the Executive agrees to concurrently enter into a Proprietary Information and Inventions Assignment Agreement (the "PIIA Agreement") with the Company, which must be executed by the Executive and returned to the Company prior to or along with this Agreement.

(b) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party that restricts in any way the Executive's use or disclosure of information or the Executive's engagement in any business, including the Executive's duties hereunder. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(c) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall reasonably cooperate with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. During and after the Executive's employment, the Executive's reasonable cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet in California or within the federal district in which he resides at the time with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall reasonably cooperate with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses (including travel and legal fees) incurred in connection with the Executive's performance of obligations pursuant to this Section 7(c) and, after his employment with the Company terminates, the Executive may be entitled for reasonable compensation for his time using a daily rate based on the Executive's total compensation (as set forth in the Company's most recent proxy statement, if applicable) divided by 365.

(d) Relief. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the promises set forth in the PIIA Agreement or in this Section 7, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, the Executive agrees that if the Executive breaches, or proposes to breach, any portion of the PIIA Agreement or this Agreement, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company. In addition, in the event the Executive breaches the PIIA Agreement during a period when they are receiving severance payments pursuant to Section 4 or Section 5, the Company shall have the right to suspend or terminate such severance payments. Such suspension or termination shall not limit the Company's other options with respect to relief for such breach and shall not relieve the Executive of his duties under this Agreement.

(e) Protected Disclosures and Other Protected Action. Nothing contained in this Agreement, any other agreement with the Company, or any Company policy limits the Executive's ability, with or without notice to the Company, to: (i) file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"), including without limitation, the Equal Employment Opportunity Commission, the National Labor Relations Board or the Securities and Exchange Commission; (ii) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including by providing non-privileged documents or information; (iii) exercise any rights under Section 7 of the National Labor Relations Act, which are available to non-supervisory employees, including assisting co-workers with or discussing any employment issue as part of engaging in concerted activities for the purpose of mutual aid or protection; (iv) share compensation information concerning the Executive or others (provided that this does not permit the Executive to disclose compensation information concerning others that the Executive obtains because the Executive's job responsibilities require or allow access to such information); (v) discuss or disclose information about unlawful acts in the workplace, such as

harassment or discrimination or any other conduct that the Executive has reason to believe is unlawful; or (vi) testify truthfully in a legal proceeding. Any such communications and disclosures must not violate applicable law and the information disclosed must not have been obtained through a communication that was subject to the attorney-client privilege (unless disclosure of that information would otherwise be permitted consistent with such privilege or applicable law). In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law or under this Agreement or the PIIA Agreement for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8. Indemnification. As an executive officer of the Company, the Executive will be indemnified by the Company as permitted by Delaware law and as set forth in the Company's organizational documents and as provided for in the Company's directors and officers liability insurance. In addition, the Executive will enter into a standard form of Indemnification Agreement with substantially the same terms as those provided to other officers of the Company.

9. Choice of Law; Consent to Jurisdiction. For so long as Executive is a resident of the State of California, this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California without reference to the conflict of law provisions thereof. The Parties hereby irrevocably submit and consent to, and acknowledge and recognize, the jurisdiction of the state and federal courts in the State of California over any suit, action or other proceeding arising out of, under or in connection with this Agreement or the subject matter hereof. Accordingly, with respect to any such suit, action or proceeding, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process. If the Executive relocates outside the State of California during his employment with the Company, this Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts without reference to the conflict of law provisions thereof, and the Parties will irrevocably submit and consent to, and acknowledge and recognize, the jurisdiction of the state and federal courts in the Commonwealth of Massachusetts over any suit, action or other proceeding arising out of, under or in connection with this Agreement or the subject matter hereof.

10. Integration. This Agreement, together with the other agreements and arrangements expressly referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties concerning such subject matter.

11. Withholding. All payments made by any Group Company to the Executive under this Agreement shall be made net of any tax or other amounts required to be withheld by the applicable Group Company.

12. Successor to the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, heirs, distributees, devisees and legatees. In the event of the Executive's death after his termination of employment but prior to the completion by the Company of all payments due to the Executive under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to the Executive's death (or to the Executive's estate, if the Executive fails to make such designation).

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

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

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

16. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board, with copies (via email) to the Chief Executive Officer, Head of Human Resources and the General Counsel.

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

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

19. Successor to Company; No Assignment by the Executive. This Agreement will inure to the benefit of and be binding upon the Company and its successors and assigns and any such successor or assignee will be deemed substituted for the Company under the terms of this Agreement for all purposes. The obligations and duties of Executive hereunder are personal and not assignable.

20. Headings. Section and other headings contained in this Agreement are for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.

21. Compensation Recovery Policy. The Executive hereby acknowledges receipt of the Company's Compensation Recovery Policy and acknowledges and agrees that compensation payable pursuant to this Agreement may be subject to recoupment under the Company's Compensation Recovery Policy (as such policy may be amended or restated from time to time). Any action by the Company to recover Erroneously Awarded Compensation (as defined in the Compensation Recovery Policy) under the Compensation Recovery Policy from the Executive shall not be deemed (i) an event giving rise to a right to resign for Good Reason or serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to the Executive or (ii) to constitute a breach of this Agreement or any other contract or other arrangement between the Executive and any Group Company.

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

Intellia Therapeutics, Inc.

By: /s/ John Leonard
Name: John Leonard
Its: Chief Executive Officer

Executive

/s/ Edward Dulac
Edward Dulac

Exhibit A

Pre-Approved Activities

Exhibit B

Intellia Therapeutics, Inc.

Proprietary Information and Invention Assignment Agreement ("Agreement") (California Employees)

INTELLIA THERAPEUTICS, INC.
2024 INDUCEMENT PLAN

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the Intellia Therapeutics, Inc. 2024 Inducement Plan (the "**Plan**"). The purpose of the Plan is to encourage and enable Intellia Therapeutics, Inc. (the "**Company**") to grant equity awards to induce highly-qualified prospective officers and employees who are not currently employed by the Company and its Affiliates to accept employment and provide them with a proprietary interest in the Company. It is anticipated that providing such persons with a direct stake in the Company's welfare will assure a closer identification of their interests with those of the Company and its stockholders, thereby stimulating their efforts on the Company's behalf and strengthening their desire to remain with the Company. The Company intends that this Plan be reserved for persons to whom the Company may issue securities without stockholder approval as an inducement pursuant to Rule 5635(c)(4) of the Marketplace Rules of the Nasdaq Stock Market, Inc.

The following terms shall be defined as set forth below:

"**Act**" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"**Administrator**" means either the Board or the compensation committee of the Board or a similar committee performing the functions of the compensation committee that is comprised of not less than two Non-Employee Directors who are independent.

"**Affiliate**" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 of the Act. The Board will have the authority to determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

"**Award**" or "**Awards**," except where referring to a particular category of grant under the Plan, shall include Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, Unrestricted Stock Awards and Dividend Equivalent Rights.

"**Award Certificate**" means a written or electronic document setting forth the terms and provisions applicable to an Award granted under the Plan. Each Award Certificate is subject to the terms and conditions of the Plan.

"**Board**" means the Board of Directors of the Company.

"**Cause**" shall have the meaning set forth in any employment or other service agreement between the Company and a grantee. If a grantee is not party to an employment or other service agreement or the grantee's employment or other service agreement does not contain a definition of "Cause," it shall mean (i) the grantee's dishonest statements or acts with respect to the Company or any affiliate of the Company, or any current or prospective customers, suppliers vendors or other third parties with which such entity does business; (ii) the grantee's commission

of (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (iii) the grantee's failure to perform his or her assigned duties and responsibilities to the reasonable satisfaction of the Company, which failure continues, in the reasonable judgment of the Company, after written notice given to the grantee by the Company; (iv) the grantee's gross negligence, willful misconduct or insubordination with respect to the Company or any affiliate of the Company; or (v) the grantee's material violation of any provision of any agreement(s) between the grantee and the Company relating to noncompetition, nonsolicitation, nondisclosure and/or assignment of inventions.

"**Code**" means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

"**Dividend Equivalent Right**" means an Award entitling the grantee to receive credits based on cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other award to which it relates) if such shares had been issued to and held by the grantee.

"**Effective Date**" means the date on which the Plan is approved by the Board.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"**Fair Market Value**" of the Stock on any given date means the fair market value of the Stock determined in good faith by the Administrator; provided, however, that if the Stock is admitted to quotation on the National Association of Securities Dealers Automated Quotation System ("**NASDAQ**"), NASDAQ Global Market or another national securities exchange or traded on any established market, the determination shall be made by reference to market quotations. If there are no market quotations for such date, the determination shall be made by reference to the last date preceding such date for which there are market quotations.

"**Good Reason**" shall have the meaning set forth in any employment or other service agreement between the Company and a grantee. If a grantee is not party to an employment or other service agreement or the grantee's employment or other service agreement does not contain a definition of "Good Reason," it shall mean (i) a material diminution in the grantee's base salary except for across-the-board salary reductions similarly affecting all or substantially all similarly situated employees of the Company or (ii) a change by the Company of more than 50 miles in the geographic location at which the grantee provides services to the Company, so long as the grantee provides at least 90 days' notice to the Company following the initial occurrence of any such event and the Company fails to cure such event within 30 days thereafter.

"**Non-Employee Director**" means a member of the Board who is not also an employee of the Company or any Subsidiary.

"**Non-Qualified Stock Option**" means any Stock Option that is not an "incentive stock option" under Section 422 of the Code.

"**Option**" or "**Stock Option**" means any option to purchase shares of Stock granted pursuant to Section 5.

"**Restricted Shares**" means the shares of Stock underlying a Restricted Stock Award that remain subject to a risk of forfeiture or the Company's right of repurchase.

"**Restricted Stock Award**" means an Award of Restricted Shares subject to such restrictions and conditions as the Administrator may determine at the time of grant.

"**Restricted Stock Units**" means an Award of stock units subject to such restrictions and conditions as the Administrator may determine at the time of grant.

"**Sale Event**" means (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (ii) a merger, reorganization or consolidation pursuant to which the holders of the Company's outstanding voting power and outstanding stock immediately prior to such transaction do not own a majority of the outstanding voting power and outstanding stock or other equity interests of the resulting or successor entity (or its ultimate parent, if applicable) immediately upon completion of such transaction, (iii) the sale of all of the stock of the Company to an unrelated person, entity or group thereof acting in concert, or (iv) any other transaction in which the owners of the Company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the Company or any successor entity immediately upon completion of the transaction other than as a result of the acquisition of securities directly from the Company.

"**Sale Price**" means the value, as determined by the Administrator, of the consideration payable, or otherwise to be received by stockholders, per share of Stock pursuant to a Sale Event.

"Section 409A" means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

"**Stock**" means the Common Stock, par value $0.0001 per share, of the Company, subject to adjustments pursuant to Section 3.

"**Stock Appreciation Right**" means an Award entitling the recipient to receive shares of Stock (or cash, to the extent explicitly provided for in the applicable Award Certificate) having a value equal to the excess of the Fair Market Value of the Stock on the date of exercise over the exercise price of the Stock Appreciation Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right has been exercised.

"**Subsidiary**" means any corporation or other entity (other than the Company) in which the Company has at least a 50 percent interest, either directly or indirectly.

"**Unrestricted Stock Award**" means an Award of shares of Stock free of any restrictions.

SECTION 2. ADMINISTRATION OF PLAN; ADMINISTRATOR AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

(a) Administration of Plan. The Plan shall be administered by the Administrator.

(b) Powers of Administrator. The Administrator shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals to whom Awards may from time to time be granted;

(ii) to determine the time or times of grant, and the extent, if any, of Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, Unrestricted Stock Awards and Dividend Equivalent Rights, or any combination of the foregoing, granted to any one or more grantees;

(iii) to determine the number of shares of Stock to be covered by any Award;

(iv) to determine and modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the forms of Award Certificates;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award;

(vi) subject to the provisions of Section 5(c) or Section 6(d), as applicable, to extend at any time the period in which Stock Options and Stock Appreciation Rights may be exercised; and

(vii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including related written instruments); to make all determinations it deems advisable for the administration of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Administrator shall be binding on all persons, including the Company and Plan grantees.

(c) Award Certificate. Awards under the Plan shall be evidenced by Award Certificates that set forth the terms, conditions and limitations for each Award, which may include, without limitation, the term of an Award and the provisions applicable in the event employment or service terminates.

(d) Indemnification. Neither the Board nor the Administrator, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Administrator (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's articles of incorporation or by-laws or any directors' and officers' liability insurance coverage that may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

(e) Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company and its Affiliates operate or have employees or other individuals eligible for Awards, the Administrator, in its sole discretion, shall have the power and authority to: (i) determine which Affiliates are covered by the Plan; (ii) determine which individuals outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to individuals outside the United States to comply with applicable foreign laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Administrator determines such actions to be necessary or advisable (and such subplans and/or modifications shall be attached to this Plan as appendices); provided, however, that no such subplans and/or modifications shall increase the share limitations contained in Section 3(a) hereof; and (v) take any action, before or after an Award is made, that the Administrator determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Administrator may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act or any other applicable United States securities law, the Code, or any other applicable United States governing statute or law.

SECTION 3. STOCK ISSUABLE UNDER THE PLAN; MERGERS; SUBSTITUTION

(a) Stock Issuable. The maximum number of shares of Stock reserved and available for issuance under the Plan shall be 850,000 shares, subject to adjustment as provided in Section 3(b) hereof. For purposes of this limitation, the shares of Stock underlying any Awards that are forfeited, canceled, held back upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding, reacquired by the Company prior to vesting, satisfied without the issuance of Stock or otherwise terminated (other than by exercise) shall be added back to the shares of Stock available for issuance under the Plan. In the event the Company repurchases shares of Stock on the open market, such shares shall not be added to the shares of Stock available for issuance under the Plan. Subject to such overall limitations, shares of Stock may be issued up to such maximum number pursuant to any type or types of Award. The shares available for issuance under the Plan may be authorized but unissued shares of Stock or shares of Stock reacquired by the Company.

(b) Changes in Stock. Subject to Section 3(c) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, extraordinary cash dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding shares of Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities, or, if, as a result of any merger or consolidation or sale of all or substantially all of the assets of the Company, the outstanding shares of Stock are converted into or exchanged for securities of the Company or any successor entity (or a parent or subsidiary thereof), the Administrator shall make an appropriate or proportionate adjustment in (i) the maximum number of shares reserved for issuance under the Plan, (ii) the number and

kind of shares or other securities subject to any then outstanding Awards under the Plan, (iii) the repurchase price, if any, per share subject to each outstanding Restricted Stock Award, and (iv) the exercise price for each share subject to any then outstanding Stock Options and Stock Appreciation Rights under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of shares subject to Stock Options and Stock Appreciation Rights) as to which such Stock Options and Stock Appreciation Rights remain exercisable. The Administrator shall also make equitable or proportionate adjustments in the number of shares subject to outstanding Awards and the exercise price and the terms of outstanding Awards to take into consideration cash dividends paid other than in the ordinary course or any other extraordinary corporate event. The adjustment by the Administrator shall be final, binding and conclusive. No fractional shares of Stock shall be issued under the Plan resulting from any such adjustment, but the Administrator in its discretion may make a cash payment in lieu of fractional shares.

(c) Mergers and Other Transactions. In the case of and subject to the consummation of a Sale Event, the parties thereto may cause the assumption or continuation of Awards theretofore granted by the successor entity, or the substitution of such Awards with new Awards of the successor entity or parent thereof, with appropriate adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties shall agree. In the event that Awards are assumed, continued or substituted in connection with a Sale Event and a grantee's employment or other service relationship is terminated without Cause by the Company (or its successor) or the grantee's employment is terminated by the grantee for Good Reason, in either case in connection with or within 12 months following the Sale Event, (i) except as may otherwise be provided in the relevant Award Certificate, all Awards held by such grantee with time-based vesting, conditions or restrictions shall become fully vested and exercisable or nonforfeitable as of the effective time of such termination, and (ii) all Awards held by such grantee with conditions and restrictions relating to the attainment of performance goals may become vested and exercisable or nonforfeitable in the Administrator's discretion or to the extent specified in the relevant Award Certificate. To the extent the parties to such Sale Event do not provide for the assumption, continuation or substitution of Awards, upon the effective time of the Sale Event, the Plan and all outstanding Awards granted hereunder shall terminate. In such case, except as may be otherwise provided in the relevant Award Certificate, all Awards with time-based vesting, conditions or restrictions shall become fully vested and exercisable or nonforfeitable as of the effective time of the Sale Event, and all Awards with conditions and restrictions relating to the attainment of performance goals may become vested and exercisable or nonforfeitable in connection with a Sale Event in the Administrator's discretion or to the extent specified in the relevant Award Certificate. In the event of such termination, (i) the Company shall have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to the grantees holding Options and Stock Appreciation Rights, in exchange for the cancellation thereof, in an amount equal to the difference between (A) the Sale Price multiplied by the number of shares of Stock subject to outstanding Options and Stock Appreciation Rights (to the extent then exercisable at prices not in excess of the Sale Price) and (B) the aggregate exercise price of all such outstanding Options and Stock Appreciation Rights (provided that, in the case of an Option or Stock Appreciation Right with an exercise price equal to or greater than the Sale Price, such Option or Stock Appreciation Right shall be cancelled for no consideration); or (ii) each grantee shall be permitted, within a specified period of time prior to the consummation of the Sale Event as determined by the Administrator, to

exercise all outstanding Options and Stock Appreciation Rights (to the extent then exercisable) held by such grantee. The Company shall also have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to the grantees holding other Awards in an amount equal to the Sale Price multiplied by the number of vested shares of Stock under such Awards.

SECTION 4. ELIGIBILITY

Grantees under this Plan will be such individuals to whom the Company may issue securities without stockholder approval in accordance with Rule 5635(c)(4) of the Marketplace Rules of the Nasdaq Stock Market, Inc., and related guidance thereunder, as selected from time to time by the Administrator in its sole discretion, provided that Awards may not be granted to individuals who are providing services only to any "parent" of the Company, as such term is defined in Rule 405 of the Act, unless (i) the stock underlying the Awards is treated as "service recipient stock" under Section 409A or (ii) the Company, in consultation with its legal counsel, has determined that such Awards are exempt from or otherwise comply with Section 409A.

SECTION 5. STOCK OPTIONS

(a) Award of Stock Options. The Administrator may grant Stock Options under the Plan. Any Stock Option granted under the Plan shall be a Non-Qualified Stock Option, and shall be in such form as the Administrator may from time to time approve.

Stock Options granted pursuant to this Section 5 shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator deems desirable.

(b) Exercise Price. The exercise price per share for the Stock covered by a Stock Option granted pursuant to this Section 5 shall be determined by the Administrator at the time of grant but shall not be less than 100 percent of the Fair Market Value on the date of grant. Notwithstanding the foregoing, Stock Options may be granted with an exercise price per share that is less than 100 percent of the Fair Market Value on the date of grant (i) to individuals who are not subject to U.S. income tax on the date of grant or (ii) if the Stock Option is otherwise compliant with Section 409A.

(c) Option Term. The term of each Stock Option shall be fixed by the Administrator, but no Stock Option shall be exercisable more than ten years after the date the Stock Option is granted.

(d) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable at such time or times, whether or not in installments, as determined by the Administrator at or after the grant date. The Administrator may at any time accelerate the exercisability of all or any portion of any Stock Option. An optionee shall have the rights of a stockholder only as to shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options.

(e) Method of Exercise. Stock Options may be exercised in whole or in part, by giving written or electronic notice of exercise to the Company, specifying the number of shares to be purchased. Payment of the purchase price may be made by one or more of the following methods except to the extent otherwise provided in the Award Certificate:

(i) In cash, by certified or bank check or other instrument acceptable to the Administrator;

(ii) Through the delivery (or attestation to the ownership following such procedures as the Company may prescribe) of shares of Stock that are not then subject to restrictions under any Company plan. Such surrendered shares shall be valued at Fair Market Value on the exercise date;

(iii) By the optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; provided that in the event the optionee chooses to pay the purchase price as so provided, the optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Company shall prescribe as a condition of such payment procedure; or

(iv) By a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price.

Payment instruments will be received subject to collection. The transfer to the optionee on the records of the Company or of the transfer agent of the shares of Stock to be purchased pursuant to the exercise of a Stock Option will be contingent upon receipt from the optionee (or a purchaser acting in the optionee's stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such shares and the fulfillment of any other requirements contained in the Award Certificate or applicable provisions of laws (including the satisfaction of any withholding taxes that the Company or an Affiliate is obligated to withhold with respect to the optionee). In the event an optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the optionee upon the exercise of the Stock Option shall be net of the number of attested shares. In the event that the Company establishes, for itself or using the services of a third party, an automated system for the exercise of Stock Options, such as a system using an internet website or interactive voice response, then the paperless exercise of Stock Options may be permitted through the use of such an automated system.

SECTION 6. STOCK APPRECIATION RIGHTS

(a) Award of Stock Appreciation Rights. The Administrator may grant Stock Appreciation Rights under the Plan. A Stock Appreciation Right is an Award entitling the recipient to receive shares of Stock (or cash, to the extent explicitly provided for in the applicable Award Certificate) having a value equal to the excess of the Fair Market Value of a share of Stock on the date of exercise over the exercise price of the Stock Appreciation Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

(b) Exercise Price of Stock Appreciation Rights. The exercise price of a Stock Appreciation Right shall not be less than 100 percent of the Fair Market Value of the Stock on the date of grant. Notwithstanding the foregoing, Stock Appreciation Rights may be granted with an exercise price per share that is less than 100 percent of the Fair Market Value on the date of grant (i) to individuals who are not subject to U.S. income tax on the date of grant or (ii) if the Stock Appreciation Right is otherwise compliant with Section 409A.

(c) Grant and Exercise of Stock Appreciation Rights. Stock Appreciation Rights may be granted by the Administrator independently of any Stock Option granted pursuant to Section 5 of the Plan.

(d) Terms and Conditions of Stock Appreciation Rights. Stock Appreciation Rights shall be subject to such terms and conditions as shall be determined from time to time by the Administrator. The term of a Stock Appreciation Right may not exceed ten years.

SECTION 7. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. The Administrator may grant Restricted Stock Awards under the Plan. A Restricted Stock Award is any Award of Restricted Shares subject to such restrictions and conditions as the Administrator determines at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives.

(b) Rights as a Stockholder. Upon the grant of the Restricted Stock Award and payment of any applicable purchase price, if any, a grantee shall have the rights of a stockholder with respect to the voting of the Restricted Shares and receipt of dividends; provided that if the lapse of restrictions with respect to the Restricted Stock Award is tied to the attainment of performance goals, any dividends paid by the Company during the performance period shall accrue and shall not be paid to the grantee until and to the extent the performance goals are met with respect to the Restricted Stock Award. Unless the Administrator otherwise determines, (i) uncertificated Restricted Shares will be accompanied by a notation on the records of the Company or the transfer agent to the effect that they are subject to forfeiture until such Restricted Shares are vested as provided in Section 7(d) below and (ii) certificated Restricted Shares shall remain in the possession of the Company until such Restricted Shares are vested as provided in Section 7(d) below, and the grantee will be required, as a condition of the grant, to deliver to the Company such instruments of transfer as the Administrator may prescribe.

(c) Restrictions. Restricted Shares may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Restricted Stock Award Certificate. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 15 below, in writing after the Award is issued, if a grantee's employment (or other service relationship) with the Company and its Affiliates terminates for any reason, any Restricted Shares that have not vested at the time of termination shall automatically and without any requirement of notice to such grantee from, or other action by or on behalf of, the Company be deemed to have been reacquired by the Company at their original purchase price (if any) from such grantee or such grantee's legal representative simultaneously with such termination of employment (or other service relationship), and thereafter shall cease to represent any ownership of the Company by the grantee or rights of the grantee as a stockholder. Following such deemed reacquisition of Restricted Shares that are represented by physical certificates, a grantee shall surrender such certificates to the Company upon request without consideration.

(d) Vesting of Restricted Shares. The Administrator at the time of grant shall specify the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which the non-transferability of the Restricted Shares and the Company's right of repurchase or forfeiture shall lapse. Subsequent to such date or dates and/or the attainment of such pre-established performance goals, objectives and other conditions, the shares on which all restrictions have lapsed shall no longer be Restricted Shares and shall be deemed "vested."

SECTION 8. RESTRICTED STOCK UNITS

(a) Nature of Restricted Stock Units. The Administrator may grant Restricted Stock Units under the Plan. A Restricted Stock Unit is an Award of stock units that may be settled in shares of Stock (or cash, to the extent explicitly provided for in the Award Certificate) upon the satisfaction of such restrictions and conditions as determined by the Administrator at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. The terms and conditions of each such Award shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees. Except in the case of Restricted Stock Units with a deferred settlement date that complies with Section 409A, at the end of the vesting period, the Restricted Stock Units, to the extent vested, shall be settled in the form of shares of Stock (or cash, to the extent explicitly provided for in the Award Certificate). Restricted Stock Units with deferred settlement dates are subject to Section 409A and shall contain such additional terms and conditions as the Administrator determines in its sole discretion in order to comply with the requirements of Section 409A.

(b) Rights as a Stockholder. A grantee shall have the rights as a stockholder only as to shares of Stock acquired by the grantee upon settlement of Restricted Stock Units; provided, however, that the grantee may be credited with Dividend Equivalent Rights with respect to the stock units underlying the grantee's Restricted Stock Units, subject to the provisions of Section 10 and such terms and conditions as the Administrator may determine.

(c) Termination. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 15 below, in writing after the Award is issued, a grantee's right in all Restricted Stock Units that have not vested shall automatically terminate upon the grantee's termination of employment (or cessation of service relationship) with the Company and its Affiliates for any reason.

SECTION 9. UNRESTRICTED STOCK AWARDS

Grant or Sale of Unrestricted Stock. The Administrator may grant (or sell at par value or such higher purchase price determined by the Administrator) an Unrestricted Stock Award under the Plan. An Unrestricted Stock Award is an Award pursuant to which the grantee receives shares of Stock free of any restrictions under the Plan. Unrestricted Stock Awards may be granted in respect of past services or other valid consideration, or in lieu of cash compensation due to such grantee.

SECTION 10. DIVIDEND EQUIVALENT RIGHTS

(a) Dividend Equivalent Rights. The Administrator may grant Dividend Equivalent Rights under the Plan. A Dividend Equivalent Right is an Award entitling the grantee to receive credits based on cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other Award to which it relates) if such shares had been issued to the grantee. A Dividend Equivalent Right may be granted hereunder to any grantee as a component of an award of Restricted Stock Units or as a freestanding award. The terms and conditions of Dividend Equivalent Rights shall be specified in the Award Certificate. Dividend equivalents credited to the holder of a Dividend Equivalent Right may be paid currently or may be deemed to be reinvested in additional shares of Stock, which may thereafter accrue additional equivalents. Any such reinvestment shall be at Fair Market Value on the date of reinvestment or such other price as may then apply under a dividend reinvestment plan sponsored by the Company, if any. Dividend Equivalent Rights may be settled in cash or shares of Stock or a combination thereof, in a single installment or installments. A Dividend Equivalent Right granted as a component of an Award of Restricted Stock Units shall provide that such Dividend Equivalent Right shall be settled only upon settlement or payment of, or lapse of restrictions on, such other Award, and that such Dividend Equivalent Right shall expire or be forfeited or annulled under the same conditions as such other Award.

(b) Termination. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 15 below, in writing after the Award is issued, a grantee's rights in all Dividend Equivalent Rights shall automatically terminate upon the grantee's termination of employment (or cessation of service relationship) with the Company and its Affiliates for any reason.

SECTION 11. TRANSFERABILITY OF AWARDS

(a) Transferability. Except as provided in Section 11(b) below, during a grantee's lifetime, such grantee's Awards shall be exercisable only by the grantee, or by the grantee's legal representative or guardian in the event of the grantee's incapacity. No Awards may be sold, assigned, transferred or otherwise encumbered or disposed of by a grantee other than by will or by the laws of descent and distribution or pursuant to a domestic relations order. No Awards shall be subject, in whole or in part, to attachment, execution or levy of any kind, and any purported transfer in violation hereof shall be null and void.

(b) Administrator Action. Notwithstanding Section 11(a), the Administrator, in its discretion, may provide either in the Award Certificate regarding a given Award or by subsequent written approval that the grantee may transfer such grantee's Stock Options to such grantee's immediate family members, to trusts for the benefit of such family members or to partnerships in which such family members are the only partners, provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Award. In no event may an Award be transferred by a grantee for value.

(c) Family Member. For purposes of Section 11(b), "family member" means a grantee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, any person sharing the grantee's household (other than a tenant of the grantee), a trust in which these persons (or the grantee) have more than 50 percent of the beneficial interest, a foundation in which these persons (or the grantee) control the management of assets and any other entity in which these persons (or the grantee) own more than 50 percent of the voting interests.

(d) Designation of Beneficiary. To the extent permitted by the Company, each grantee to whom an Award has been made under the Plan may designate a beneficiary or beneficiaries to exercise any Award or receive any payment under any Award payable on or after the grantee's death. Any such designation shall be on a form provided for that purpose by the Administrator and shall not be effective until received by the Administrator. If no beneficiary has been designated by a deceased grantee, or if the designated beneficiaries have predeceased the grantee, the beneficiary shall be the grantee's estate.

SECTION 12. TAX WITHHOLDING

(a) Payment by Grantee. Each grantee shall, no later than the date as of which the value of an Award or of any Stock or other amount received thereunder first becomes includable in the gross income of the grantee for income tax purposes, pay to the Company or any applicable Affiliate, or make arrangements satisfactory to the Administrator regarding payment of, any Federal, state or local taxes of any kind required by law to be withheld by the Company or any applicable Affiliate with respect to such income. The Company and its Affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee. The Company's obligation to deliver evidence of book entry (or stock certificates) to any grantee is subject to and conditioned on tax withholding obligations being satisfied by the grantee.

(b) Payment in Stock. The Administrator may require the Company's tax withholding obligation to be satisfied, in whole or in part, by the Company withholding from shares of Stock to be issued pursuant to any Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due; provided, however, that the amount withheld does not exceed the maximum statutory tax rate or such lesser amount as is necessary to avoid liability accounting treatment. For purposes of share withholding, the Fair Market Value of withheld shares shall be determined in the same manner as the value of Stock includible in income of the grantee. The Administrator may also require the Company's tax withholding obligation to be satisfied, in whole or in part, by an arrangement whereby a certain number of shares of Stock issued pursuant to any Award are immediately sold and proceeds from such sale are remitted to the Company or any applicable Affiliate in an amount that would satisfy the withholding amount due.

SECTION 13. SECTION 409A

Awards are intended to be exempt from Section 409A to the greatest extent possible and to otherwise comply with Section 409A. The Plan and all Awards shall be interpreted in accordance with such intent. To the extent that any Award is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A (a "409A Award"), the Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order to comply with Section 409A. In this regard, if any amount under a 409A Award is payable upon a "separation from service" (within the meaning of Section 409A) to a grantee who is then considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the grantee's separation from service, or (ii) the grantee's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. Further, the settlement of any such Award may not be accelerated except to the extent permitted by Section 409A. The Company makes no representation that any or all of the payments or benefits described in the Plan will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The grantee shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A.

SECTION 14. TERMINATION OF SERVICE RELATIONSHIP, TRANSFER, LEAVE OF ABSENCE.

(a) Termination of Service Relationship. If the grantee's service relationship is with an Affiliate and such Affiliate ceases to be an Affiliate, the grantee shall be deemed to have terminated the grantee's service relationship for purposes of the Plan.

(b) For purposes of the Plan, the following events shall not be deemed a termination of employment (or other service relationship):

(i) a transfer to the Company from an Affiliate or from the Company to an Affiliate or from one Affiliate to another; or

(ii) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the employee's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise so provides in writing.

SECTION 15. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Administrator may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall materially and adversely affect rights under any outstanding Award without the holder's consent. Except as provided in Section 3(b) or 3(c), without prior stockholder approval, in no event may the Administrator exercise its discretion to reduce the exercise price of outstanding Stock Options or Stock Appreciation Rights or effect the repricing of such Awards through cancellation and re-grants or cancellation of Stock Options or Stock Appreciation Rights in exchange for cash or other Awards. Nothing in this Section 15 shall limit the Administrator's authority to take any action permitted pursuant to Section 3(b) or 3(c).

SECTION 16. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Administrator otherwise expressly determines in connection with any Award or Awards. In its sole discretion, the Administrator may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Stock or make payments with respect to Awards hereunder, provided that the existence of such trusts or other arrangements is consistent with the foregoing sentence.

SECTION 17. GENERAL PROVISIONS

(a) No Distribution. The Administrator may require each person acquiring Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof.

(b) Issuance of Stock. To the extent certificated, stock certificates to grantees under this Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the grantee at the grantee's last known address on file with the Company. Uncertificated Stock will be deemed delivered for all purposes when the Company or a Stock transfer agent of the Company has given the grantee by electronic mail (with proof of receipt) or by United States mail, addressed to the grantee, at the grantee's last known address on file with the Company, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records). Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any evidence of book entry or certificates evidencing shares of Stock pursuant to the exercise or settlement of any Award unless and until the Administrator has determined, with advice of counsel (to the extent the Administrator deems such advice necessary or advisable), that the issuance and delivery is in compliance with all applicable laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the shares of Stock are listed, quoted or traded. Any Stock issued pursuant to the Plan will be subject to any stop-transfer orders and other restrictions as the Administrator deems necessary or advisable to comply with Federal, state or foreign jurisdiction, securities or other laws, rules and quotation system on which the Stock is listed, quoted or traded. The Administrator may place legends on any Stock certificate or notations on any book entry to reference restrictions applicable to the Stock. In addition to the terms and conditions provided herein, the Administrator may require that an individual make such reasonable covenants, agreements and representations as the Administrator, in its discretion, deems necessary or advisable in order to comply with any such laws, regulations or requirements. The Administrator will have the right to require any individual to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Administrator.

(c) No Fractional Shares. No fractional shares of Stock shall be issued or delivered pursuant to the Plan or any Award, and the Administrator shall determine whether cash, other securities or other property will be paid or transferred in lieu of any fractional shares, or whether such fractional shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(d) Stockholder Rights. Until Stock is deemed delivered in accordance with Section 17(b), no right to vote or receive dividends or any other rights of a stockholder will exist with respect to shares of Stock to be issued in connection with an Award, notwithstanding the exercise of a Stock Option or any other action by the grantee with respect to an Award.

(e) Other Compensation Arrangements; No Employment Rights. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards do not confer upon any employee any right to continued employment or service with the Company or any Affiliate.

(f) Trading Policy Restrictions. Option exercises and other Awards under the Plan shall be subject to the Company's insider trading policies and procedures, as in effect from time to time.

(g) Clawback Policy. A participant's rights with respect to any Award hereunder shall in all events be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any right that the Company may have under any Company clawback, forfeiture or recoupment policy as in effect from time to time or other agreement or arrangement with a grantee or (ii) applicable law.

SECTION 18. EFFECTIVE DATE OF PLAN

This Plan shall become effective immediately upon approval by the Board.

SECTION 19. GOVERNING LAW

This Plan and all Awards and actions taken thereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware applied without regard to conflict of law principles.

DATE APPROVED BY BOARD OF DIRECTORS: June 21, 2024

NON-QUALIFIED STOCK OPTION AGREEMENT
UNDER THE INTELLIA THERAPEUTICS, INC.
2024 INDUCEMENT PLAN

Name of Optionee:

Number of Option Shares:

Option Exercise Price per Option Share:

Grant Date:

Vesting Commencement Date:

Expiration Date:

Pursuant to the Intellia Therapeutics, Inc. 2024 Inducement Plan as amended through the date hereof (the "**Plan**"), Intellia Therapeutics, Inc. (the "**Company**") hereby grants to the Optionee named above an option (the "**Stock Option**") to purchase on or prior to the Expiration Date specified above all or part of the number of shares of Common Stock, par value $0.0001 per share, of the Company (the "**Option Shares**") specified above at the Option Exercise Price per Share specified above, subject to the terms and conditions set forth herein and in the Plan. This Stock Option has been granted as an inducement pursuant to Rule 5635(c)(4) of the Marketplace Rules of Nasdaq Stock Market, Inc. This Stock Option is not intended to be an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended.

1. Vesting Schedule.

(a) No portion of this Stock Option may be exercised until such portion has become exercisable.

(b) Subject to the discretion of the Administrator (as defined in the Plan) to accelerate the exercisability schedule hereunder, this Stock Option will become exercisable ("vest") as to [33]% of the original Number of Option Shares specified above on the first anniversary of the Vesting Commencement Date specified above, and the remaining Option Shares will vest in [24] substantially equal monthly installments after the first anniversary of the Vesting Commencement Date through the [third] anniversary of the Vesting Commencement Date provided that the Optionee remains in service to the Company or an Affiliate (as defined in the Plan) though the applicable vesting date.

(c) Once exercisable, this Stock Option shall continue to be exercisable at any time or times prior to the close of business on the Expiration Date specified above, subject to the provisions hereof and of the Plan.

2. Manner of Exercise.

(a) The Optionee may exercise this Stock Option only in the following manner: from time to time on or prior to the Expiration Date of this Stock Option, the Optionee may give written notice to the Administrator of the Optionee's election to purchase some or all of the Option Shares purchasable at the time of such notice. This notice shall specify the number of Option Shares to be purchased.

(b) Payment of the purchase price for the Option Shares may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the option purchase price, provided that in the event the Optionee chooses to pay the option purchase price as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; (iii) by a "net exercise" arrangement pursuant to which the Company will reduce the number of Option Shares issuable upon exercise by the largest whole number of shares with a Fair Market Value (as defined in the Plan) that does not exceed the aggregate exercise price; or (iv) a combination of (i), (ii) and (iii) above. Payment instruments will be received subject to collection.

(c) The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full purchase price for the Option Shares, as set forth above; (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws; and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock (as defined in the Plan) to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations.

(d) The Option Shares purchased upon exercise of this Stock Option will be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any Option Shares unless and until this Stock Option has been exercised pursuant to the terms hereof, the Company or the transfer agent has transferred the shares to the Optionee, and the Optionee's name has been entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such Option Shares.

(e) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date hereof.

3. Termination of Service. If the Optionee's service to the Company and Affiliates is terminated, the period within which to exercise the Stock Option may be subject to earlier termination as set forth below. In addition, this Stock Option is subject to the terms and conditions of the Intellia Therapeutics, Inc. Amended and Restated Retirement Policy for Equity Awards, a copy of which is attached hereto as Exhibit A.

(a) Termination Due to Death. If the Optionee's service terminates by reason of the Optionee's death, any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of death, may thereafter be exercised by the Optionee's legal representative or legatee for a period of 12 months from the date of death or until the Expiration Date, if earlier. Unless otherwise determined by the Administrator, any portion of this Stock Option that is not exercisable on the date of death shall terminate immediately and be of no further force or effect.

(b) Termination Due to Disability. If the Optionee's service terminates by reason of the Optionee's disability (as determined by the Administrator), any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of such termination, may thereafter be exercised by the Optionee for a period of 12 months from the date of disability or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of disability shall terminate immediately and be of no further force or effect.

(c) Termination for Cause. If the Optionee's service terminates for Cause, any portion of this Stock Option outstanding on such date shall terminate immediately and be of no further force and effect.

(d) Other Termination. If the Optionee's service terminates for any reason other than the Optionee's death, the Optionee's disability or Cause, and unless otherwise determined by the Administrator, any portion of this Stock Option outstanding on such date may be exercised, to the extent exercisable on the date of termination, for a period of three months from the date of termination or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of termination shall terminate immediately and be of no further force or effect.

(e) The Administrator's determination of the reason for termination of the Optionee's service shall be conclusive and binding on the Optionee and the Optionee's representatives or legatees.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

5. Transferability. This Agreement is personal to the Optionee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Stock Option is exercisable, during the Optionee's lifetime, only by the Optionee, and thereafter, only by the Optionee's legal representative or legatee.

6. Tax Withholding.

(a) Withholding. The Optionee shall, not later than the date as of which the exercise of this Stock Option becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the required tax withholding obligation to be satisfied, in whole or in part, by (i) withholding from shares of Stock to be issued to the Optionee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due or (ii) causing its transfer agent to sell from the number of shares of Stock to be issued to the Optionee, the number of shares of Stock necessary to satisfy the Federal, state and local taxes required by law to be withheld from the Optionee on account of such transfer.

(b) Acknowledgments. The Optionee acknowledges that the Optionee is responsible for obtaining the advice of the Optionee's own tax advisors with respect to the Stock Option, and the Optionee is not relying on any statements or representations of the Company or any of its agents with respect to any tax consequences relating to the Stock Option. The Optionee understands that the Optionee (and not the Company) shall be responsible for the Optionee's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the Option Shares.

(c) Reporting. The Optionee acknowledges and agrees to comply with all necessary reporting obligations in the Optionee's jurisdiction (in relation to all taxes, social security contributions and any other similar charges) that arise in relation to the Stock Option.

7. No Obligation to Continue Service. Neither the Company nor any Affiliate is obligated by or as a result of the Plan or this Agreement to continue the Optionee in service to the Company or an Affiliate, and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Affiliate to terminate the service of the Optionee at any time.

8. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

9. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "**Relevant Companies**") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "**Relevant Information**"). By entering into this Agreement, the Optionee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Optionee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Optionee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

10. Compensation Recovery Policy. The Optionee hereby acknowledges receipt of the Company's Compensation Recovery Policy, and acknowledges and agrees that this Sock Option and/or the shares of Stock issued upon exercise of this Stock Option may be subject to recoupment under the Company's Compensation Recovery Policy. Any action by the Company to recover Erroneously Awarded Compensation (as defined in the Compensation Recovery Policy) under the Compensation Recovery Policy from the Optionee shall not be deemed (i) an event giving rise to a right to resign for "good reason", if applicable, or serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to the Optionee or (ii) to constitute a breach of a contract or other arrangement to which the Optionee is a party.

11. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Optionee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

INTELLIA THERAPEUTICS, INC.

By: _____
Name: John Leonard
Title: President and Chief Executive Officer

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Optionee (including through an online acceptance process) is acceptable.

PARTICIPANT:

RESTRICTED STOCK UNIT AWARD AGREEMENT
UNDER INTELLIA THERAPEUTICS, INC.
2024 INDUCEMENT PLAN

Name of Grantee:

Number of Restricted Stock Units:

Grant Date:

Vesting Commencement Date:

Pursuant to the Intellia Therapeutics, Inc. 2024 Inducement Plan, as amended through the date hereof (the "**Plan**"), Intellia Therapeutics, Inc. (the "**Company**") hereby grants an award of the number of Restricted Stock Units (as defined in the Plan) specified above (an "**Award**") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Common Stock, par value $0.0001 per share, of the Company (the "**Stock**"). This Award has been granted as an inducement pursuant to Rule 5635(c)(4) of the Marketplace Rules of NASDAQ Stock Market, Inc.

1. Restrictions on Transfer of Award. This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the relevant Restricted Stock Units have vested as provided in Paragraph 2 of this Agreement and (ii) the corresponding shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Vesting of Restricted Stock Units. The restrictions and conditions of Paragraph 1 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains in service to the Company or an Affiliate (as defined in the Plan) through the applicable Vesting Date, as specified in this Paragraph 2; provided that, consistent with Section 2(b) of the Plan, the Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 1 shall lapse only with respect to the number of Restricted Stock Units specified as vested on such date.

Vesting Schedule

Incremental Number of Restricted Stock Units Vested	Vesting Date
[33]% of Award	On the [first] anniversary of the Vesting Commencement Date
[33]% of Award	On the [second] anniversary of the Vesting Commencement Date
Remainder of Award	On the [third] anniversary of the Vesting Commencement Date

3. Termination of Service. If the Grantee's service to the Company and its Affiliates terminates for any reason (including death or disability) prior to the applicable Vesting Date set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of the Grantee's successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Restricted Stock Units. In addition, this Award is subject to the terms and conditions of the Intellia Therapeutics, Inc. Amended and Restated Retirement Policy for Equity Awards, a copy of which is attached hereto as Exhibit A.

4. Issuance of Shares of Stock; No Fractional Shares. As soon as practicable following each Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Paragraph 2 of this Agreement on such Vesting Date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares. No fractional shares of Stock shall be issued pursuant to this Award.

5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Tax Withholding.

(a) Unless otherwise determined by the Administrator, the Company's tax withholding obligation shall be satisfied in full by an arrangement whereby (i) the Company shall issue to a broker designated by the Company and acting on behalf and for the account of the Grantee a number of shares of Stock resulting from the vested Restricted Stock Units sufficient to satisfy the applicable withholding taxes or other required withholdings which arise in connection with such settlement; provided, that the amount sold does not exceed the maximum statutory tax rate or such lesser amount as is necessary to avoid liability accounting treatment, along with any applicable third-party commission ("**Sale to Cover**") and (ii) the proceeds of such Sale to Cover shall be remitted to the Company. In the event the proceeds from the Sale to Cover are insufficient to fully satisfy the applicable withholding taxes, the Grantee authorizes withholding from payroll and any other amounts payable to the Grantee, in the same calendar year, and otherwise agrees to make adequate provision through the submission of cash, a check or other valid form of payment accepted by the Company, at its sole discretion, for any sums required to satisfy the remaining applicable withholding taxes. Unless the withholding tax obligations of the Company and/or any Affiliate thereof are satisfied by the Grantee in accordance with this provision, the Company shall have no obligation to issue any shares of Stock on the Grantee's behalf pursuant to the vesting of the Restricted Stock Units.

(b) Acknowledgments. The Grantee acknowledges that the Grantee is responsible for obtaining the advice of the Grantee's own tax advisors with respect to the Award, and the Grantee is not relying on any statements or representations of the Company or any of its agents with respect to any tax consequences relating to the Award. The Grantee understands that the Grantee (and not the Company) shall be responsible for the Grantee's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the Award or the shares of Stock subject thereto.

(c) Reporting. The Grantee acknowledges and agrees to comply with all necessary reporting obligations in the Grantee's jurisdiction (in relation to all taxes, social security contributions and any other similar charges) which arise in relation to the Award.

7. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code.

8. No Obligation to Continue Service. Neither the Company nor any Affiliate is obligated by or as a result of the Plan or this Agreement to continue the Grantee in service to the Company or an Affiliate, and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Affiliate to terminate the service of the Grantee at any time.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its Affiliates and certain agents thereof (together, the "**Relevant Companies**") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "**Relevant Information**"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Compensation Recovery Policy. The Grantee hereby acknowledges receipt of the Company's Compensation Recovery Policy, and acknowledges and agrees that this Award and/or the shares of Stock issued upon settlement of this Award may be subject to recoupment under the Company's Compensation Recovery Policy. Any action by the Company to recover Erroneously Awarded Compensation (as defined in the Compensation Recovery Policy) under the Compensation Recovery Policy from the Grantee shall not be deemed (i) an event giving rise to a right to resign for "good reason", if applicable, or serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to the Grantee or (ii) to constitute a breach of a contract or other arrangement to which the Grantee is a party.

12. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

INTELLIA THERAPEUTICS, INC.

By: _____
Name: John Leonard
Title: President and Chief Executive Officer

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

PARTICIPANT:

PERFORMANCE-BASED OVERACHIEVEMENT
RESTRICTED STOCK UNIT AGREEMENT
UNDER THE INTELLIA THERAPEUTICS, INC.
2024 INDUCEMENT PLAN

Name of Grantee:

Target Number of PSUs Subject to Overachievement Award:

Grant Date:

Performance Period:

Pursuant to the Intellia Therapeutics, Inc. 2024 Inducement Plan, as amended through the date hereof (the "**Plan**"), Intellia Therapeutics, Inc. (the "**Company**") hereby grants on the date set forth above (the "**Grant Date**") an award (the "**Award**") of a target number (the "**Target Number**") of Performance-Based Restricted Stock Units (the "**PSUs**") listed above to the Grantee named above. Each PSU shall relate to one share of Common Stock, par value $0.0001 per share, of the Company (the "**Stock**"), each as earned, vested and paid as set forth in this Agreement, subject to the terms and conditions set forth in this Agreement and the Plan. This Award has been granted as an inducement pursuant to Rule 5635(c)(4) of the Marketplace Rules of NASDAQ Stock Market, Inc.

1. Restrictions on Transfer of Award. This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the PSUs have vested as provided in Paragraph 2 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Earning and Vesting of PSUs. The PSUs shall become Earned PSUs (as defined in Exhibit A) and vested following the completion of the performance period (the "**Performance Period**") set forth above in accordance with the terms and conditions of Exhibit A hereto, provided that the Grantee remains in service to Company or an Affiliate (as defined in the Plan) through the Vesting Date (as defined in Exhibit A).

3. Termination of Service. Notwithstanding anything to the contrary in any offer letter or employment agreement between the Company and the Grantee, if the Grantee's service to the Company and its Affiliates terminates for any reason (including death or disability) prior to the Vesting Date, any PSUs that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested PSUs. In addition, except as set forth on Exhibit A, this Award is subject to the terms and conditions of the Intellia Therapeutics, Inc. Amended and Restated Retirement Policy for Equity Awards, a copy of which is attached hereto as Exhibit D.

4. Issuance of Shares of Stock; No Fractional Shares. As soon as practicable following the Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of PSUs that have been earned and vested pursuant to Paragraph 2 of this Agreement on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares. No fractional shares of Stock shall be issued pursuant to the Award and fractional shares shall be disregarded.

5. Incorporation of the Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Tax Withholding.

(a) Withholding. Unless otherwise determined by the Administrator, the Company's tax withholding obligation shall be satisfied in full by an arrangement whereby (i) the Company shall issue to a broker designated by the Company and acting on behalf and for the account of the Grantee a number of shares of such Stock sufficient to satisfy the applicable withholding taxes or other required withholdings which arise in connection with such settlement; provided, that the amount sold does not exceed the maximum statutory tax rate or such lesser amount as is necessary to avoid liability accounting treatment, along with any applicable third-party commission ("**Sale to Cover**"), and (ii) the proceeds of such Sale to Cover shall be remitted to the Company. In the event the proceeds from the Sale to Cover are insufficient to fully satisfy the applicable withholding taxes, the Grantee authorizes withholding from payroll and any other amounts payable to the Grantee, in the same calendar year, and otherwise agrees to make adequate provision through the submission of cash, a check or its equivalent for any sums required to satisfy the remaining applicable withholding taxes. Unless the withholding tax obligations of the Company and/or any Affiliate thereof are satisfied by the Grantee in accordance with this provision, the Company shall have no obligation to issue any shares of Stock on the Grantee's behalf pursuant to the vesting of the PSUs.

(b) Acknowledgments. The Grantee acknowledges that he or she is responsible for obtaining the advice of the Grantee's own tax advisors with respect to the Award, and the Grantee is not relying on any statements or representations of the Company or any of its agents with respect to any tax consequences relating to the Award. The Grantee understands that the Grantee (and not the Company) shall be responsible for the Grantee's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the Award.

(c) Reporting. The Grantee acknowledges and agrees to comply with all necessary reporting obligations in the Grantee's jurisdiction (in relation to all taxes, social security contributions and any other similar charges) which arise in relation to the Award.

7. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code (as defined in the Plan) as "short-term deferrals" as described in Section 409A of the Code.

8. No Obligation to Continue Service. Neither the Company nor any Affiliate is obligated by or as a result of the Plan or this Agreement to continue the Grantee in service and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Affiliate to terminate the service of the Grantee at any time.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to the Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its Affiliates and certain agents thereof (together, the "**Relevant Companies**") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "**Relevant Information**"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Compensation Recovery Policy. The Grantee hereby acknowledges receipt of the Company's Compensation Recovery Policy, and acknowledges and agrees that this Award, and/or the shares of Stock issued upon settlement of this Award, may be subject to recoupment under the Company's Compensation Recovery Policy. Any action by the Company to recover Erroneously Awarded Compensation (as defined in the Compensation Recovery Policy) under the Compensation Recovery Policy from the Grantee shall not be deemed (i) an event giving rise to a right to resign for "good reason", if applicable, or serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to the Grantee or (ii) to constitute a breach of a contract or other arrangement to which the Grantee is a party.

12. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

[Signature page follows.]

INTELLIA THERAPEUTICS, INC.

By: _____
Name: John Leonard
Title: President and Chief Executive Officer

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

PARTICIPANT:

EXHIBIT A

PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT
UNDER THE INTELLIA THERAPEUTICS, INC.
2024 INDUCEMENT PLAN

Name of Grantee:

Target Number of PSUs Subject to Award:

Grant Date:

Performance Period:

Pursuant to the Intellia Therapeutics, Inc. 2024 Inducement Plan, as amended through the date hereof (the "**Plan**"), Intellia Therapeutics, Inc. (the "**Company**") hereby grants on the date set forth above (the "**Grant Date**") an award (the "**Award**") of a target number (the "**Target Number**") of Performance-Based Restricted Stock Units (the "**PSUs**") listed above to the Grantee named above. Each PSU shall relate to one share of Common Stock, par value $0.0001 per share, of the Company (the "**Stock**"), each as earned, vested and paid as set forth in this Agreement, subject to the terms and conditions set forth in this Agreement and the Plan. This Award has been granted as an inducement pursuant to Rule 5635(c)(4) of the Marketplace Rules of NASDAQ Stock Market, Inc.

1. Restrictions on Transfer of Award. This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the PSUs have vested as provided in Paragraph 2 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Earning and Vesting of PSUs. The PSUs shall become Earned PSUs (as defined in Exhibit A) and vested following the completion of the performance period (the "**Performance Period**") set forth above in accordance with the terms and conditions of Exhibit A hereto, provided that the Grantee remains in service to Company or an Affiliate (as defined in the Plan) through the Vesting Date (as defined in Exhibit A).

3. Termination of Service. Notwithstanding anything to the contrary in any offer letter or employment agreement between the Company and the Grantee, if the Grantee's service to the Company and its Affiliates terminates for any reason (including death or disability) prior to the Vesting Date, any PSUs that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested PSUs. In addition, this Award is subject to the terms and conditions of the Intellia Therapeutics, Inc. Amended and Restated Retirement Policy for Equity Awards, a copy of which is attached hereto as Exhibit C.

4. Issuance of Shares of Stock; No Fractional Shares. As soon as practicable following the Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of PSUs that have been earned and vested pursuant to Paragraph 2 of this Agreement on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares. No fractional shares of Stock shall be issued pursuant to the Award and fractional shares shall be disregarded.

5. Incorporation of the Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Tax Withholding.

(a) Withholding. Unless otherwise determined by the Administrator, the Company's tax withholding obligation shall be satisfied in full by an arrangement whereby (i) the Company shall issue to a broker designated by the Company and acting on behalf and for the account of the Grantee a number of shares of such Stock sufficient to satisfy the applicable withholding taxes or other required withholdings which arise in connection with such settlement; provided, that the amount sold does not exceed the maximum statutory tax rate or such lesser amount as is necessary to avoid liability accounting treatment, along with any applicable third-party commission ("**Sale to Cover**"), and (ii) the proceeds of such Sale to Cover shall be remitted to the Company. In the event the proceeds from the Sale to Cover are insufficient to fully satisfy the applicable withholding taxes, the Grantee authorizes withholding from payroll and any other amounts payable to the Grantee, in the same calendar year, and otherwise agrees to make adequate provision through the submission of cash, a check or its equivalent for any sums required to satisfy the remaining applicable withholding taxes. Unless the withholding tax obligations of the Company and/or any Affiliate thereof are satisfied by the Grantee in accordance with this provision, the Company shall have no obligation to issue any shares of Stock on the Grantee's behalf pursuant to the vesting of the PSUs.

(b) Acknowledgments. The Grantee acknowledges that he or she is responsible for obtaining the advice of the Grantee's own tax advisors with respect to the Award, and the Grantee is not relying on any statements or representations of the Company or any of its agents with respect to any tax consequences relating to the Award. The Grantee understands that the Grantee (and not the Company) shall be responsible for the Grantee's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the Award.

(c) Reporting. The Grantee acknowledges and agrees to comply with all necessary reporting obligations in the Grantee's jurisdiction (in relation to all taxes, social security contributions and any other similar charges) which arise in relation to the Award.

7. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code (as defined in the Plan) as "short-term deferrals" as described in Section 409A of the Code.

8. No Obligation to Continue Service. Neither the Company nor any Affiliate is obligated by or as a result of the Plan or this Agreement to continue the Grantee in service and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Affiliate to terminate the service of the Grantee at any time.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to the Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its Affiliates and certain agents thereof (together, the "**Relevant Companies**") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "**Relevant Information**"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Compensation Recovery Policy. The Grantee hereby acknowledges receipt of the Company's Compensation Recovery Policy, and acknowledges and agrees that this Award, and/or the shares of Stock issued upon settlement of this Award, may be subject to recoupment under the Company's Compensation Recovery Policy. Any action by the Company to recover Erroneously Awarded Compensation (as defined in the Compensation Recovery Policy) under the Compensation Recovery Policy from the Grantee shall not be deemed (i) an event giving rise to a right to resign for "good reason", if applicable, or serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to the Grantee or (ii) to constitute a breach of a contract or other arrangement to which the Grantee is a party.

12. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

[Signature page follows.]

INTELLIA THERAPEUTICS, INC.

By: _____
Name: John Leonard
Title: President and Chief Executive Officer

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

PARTICIPANT:

EXHIBIT A

PRESS RELEASE

Intellia Therapeutics Announces CFO Transition

CAMBRIDGE, Mass., June 26, 2024 – Intellia Therapeutics, Inc. (NASDAQ:NTLA), a leading clinical-stage gene editing company focused on revolutionizing medicine with CRISPR-based therapies, today announced the appointment of Edward Dulac as Executive Vice President, Chief Financial Officer (CFO), and Treasurer, effective July 22, 2024. Mr. Dulac will succeed Glenn Goddard who will step down from his role effective June 30, 2024.

Mr. Dulac is a highly accomplished biotechnology business leader and joins Intellia with more than 20 years of combined finance, business development and corporate strategy experience. Most recently, Mr. Dulac served as CFO of Fate Therapeutics. Prior to that role, Mr. Dulac spent numerous years at Celgene (now Bristol Myers Squibb), a leading global biopharmaceutical company, where he held multiple positions including as Vice President, Business Development & Strategy. Prior to Celgene, Mr. Dulac worked as a biopharmaceutical equity research analyst at Barclays Capital and Lehman Brothers and in corporate finance at Pfizer. Mr. Dulac holds a Bachelor of Pharmacy from the University of Pittsburgh and an MBA from Indiana University, Kelley School of Business.

“Ed’s deep financial and business development experience at clinical and commercial-stage biotech companies will be critical to us as Intellia expands its leadership position and prepares for future commercial success. I am thrilled to welcome Ed to Intellia’s executive team as we enter the next chapter in our evolution,” said Intellia President and Chief Executive Officer John Leonard, M.D. “Ed is an accomplished business leader who shares Intellia’s values and commitment to bringing forth life-changing therapies for patients. I am confident his expertise will further support Intellia’s mission of revolutionizing medicine with CRISPR-based therapies.”

Dr. Leonard went on to comment: “I would also like to thank Glenn Goddard for his dedicated support and many contributions to Intellia’s success throughout the company’s remarkable growth. We wish him the best in his future endeavors.”

About Intellia Therapeutics

Intellia Therapeutics, Inc. (NASDAQ:NTLA) is a leading clinical-stage gene editing company focused on revolutionizing medicine with CRISPR-based therapies. The company's *in vivo* programs use CRISPR to enable precise editing of disease-causing genes directly inside the human body. Intellia's *ex vivo* programs use CRISPR to engineer human cells outside the body for the treatment of cancer and autoimmune diseases. Intellia's deep scientific, technical and clinical development experience, along with its people, is helping set the standard for a new class of medicine. To harness the full potential of gene editing, Intellia continues to expand the capabilities of its CRISPR-based platform with novel editing and delivery technologies. Learn more at intelliatx.com and follow us @intelliatx.

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 concerning: the safety, efficacy and advancement of our clinical programs and the anticipated contribution of our executives, specifically Edward Dulac, to our future success, operations and progress, including our ability to build the industry's most innovative genome editing company.

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: the risk that any one or more of our product candidates, including those that are co-developed, will not be successfully developed and commercialized, including risks related to the authorization, initiation and conduct of studies and other development requirements for our product candidates such as advancing CRISPR-based therapies into late-stage clinical development; the risk that the results of preclinical studies or clinical studies will not be predictive of future results in connection with future studies; risks related to our relationship with third parties, including our licensors, licensees and other collaborators; and risks related to our, and our licensors', ability to protect and maintain our intellectual property position. 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 and quarterly report on Form 10-Q, 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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