

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

**FORM 8-K**

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

**Date of Report (Date of earliest event reported): February 13, 2024**

**CRISPR THERAPEUTICS AG**

(Exact name of Registrant as Specified in Its Charter)

**Switzerland**  
(State or Other Jurisdiction  
of Incorporation)

**001-37923**  
(Commission  
File Number)

**Not Applicable**  
(IRS Employer  
Identification No.)

**Baarerstrasse 14**  
**6300 Zug, Switzerland**  
(Address of Principal Executive Offices)

**Not Applicable**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 41 (0)41 561 32 77**

(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<br>Symbol(s) | Name of each exchange<br>on which registered |
|---------------------------------------|----------------------|--|
| Common Shares, nominal value CHF 0.03 | CRSP                 | The Nasdaq Global Market                     |

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

Emerging growth company

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

**Item 1.01 Entry into a Material Definitive Agreement.**

On February 13, 2024, CRISPR Therapeutics AG (the “Company”) entered into an investment agreement (the “Investment Agreement”) with certain institutional investors relating to the issuance of 3,916,082 shares of the Company’s common shares, par value of CHF 0.03 per share (the “Common Shares”), to such investors (the “Offering”). The Common Shares will be issued to the investors at an issue price of \$71.50 per share. The Investment Agreement contains customary representations and warranties, conditions to closing, termination provisions and indemnification obligations, including for liabilities under the Securities Act of 1933, as amended.

The gross proceeds from the Offering will be approximately \$280 million, before paying estimated offering expenses. The Offering is being made pursuant to the automatically effective shelf registration statement on Form S-3 (File No. 333-258274) previously filed by the Company with the Securities and Exchange Commission on July 29, 2021.

The form of Investment Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K. The foregoing description of the respective terms of the Investment Agreement is not intended to be complete and is qualified in its entirety by reference to such exhibit. A copy of the opinion of Walder Wyss AG relating to the legality of the issuance and sale of the shares in the Offering is filed as Exhibit 5.1 to this Current Report on Form 8-K.

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits.**

| <b>Exhibit No.</b> | <b>Description</b>  |
|--------------------|---|
| 5.1*               | <a href="#">Opinion of Walder Wyss AG</a>                                   |
| 10.1*†             | <a href="#">Form of Investment Agreement</a>                                |
| 23.1               | <a href="#">Consent of Walder Wyss (included in Exhibit 5.1)</a>            |
| 104                | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

\* Filed herewith.

† Certain exhibits to this agreement have been omitted pursuant to Item 601 of Regulation S-K. The registrant will furnish copies of any of the exhibits to the Securities and Exchange Commission upon request.

**SIGNATURES**

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

CRISPR Therapeutics AG

Date: February 13, 2024

By: /s/ Samarth Kulkarni  
Samarth Kulkarni, Ph.D.  
Chief Executive Officer

Walder Wyss Ltd.  
Seefeldstrasse 123  
P.O. Box  
8034 Zurich  
Switzerland

Telephone +41 58 658 58 58  
Fax +41 58 658 59 59  
www.walderwyss.com

To:

CRISPR Therapeutics AG  
Baarerstrasse 14  
6300 Zug  
Switzerland

Zurich, as of February 13, 2024

**CRISPR Therapeutics AG – Swiss Legal Opinion (Registration Statement on Form S-3)**

Dear Madam, Dear Sir,

We have acted as Swiss counsel to CRISPR Therapeutics AG, Zug, Switzerland (the **Company**) in connection with (i) a registration statement on Form S-3ASR filed with the U.S. Securities and Exchange Commission (SEC) on July 29, 2021 (SEC file no. [333-258274]) (the **Registration Statement**) for the purpose of registering under the United States Securities Act of 1933, as amended (the **Securities Act**), amongst others, an indeterminate amount of common shares, par value of CHF 0.03 each, of the Company (such common shares, the **Common Shares**), and (ii) a final prospectus supplement dated February 13, 2024 relating to the offering of Common Shares at an aggregate offering price per Common Share of up to USD 71.50 (such Common Shares, the **Offered Shares**) (the **Prospectus Supplement**), as further addressed in a certain investment agreement dated February 13, 2024 (the **Investment Agreement**), entered into between (i) the investors identified on Exhibit A of the Investment Agreement (the **Investors**), on one hand, and (ii) the Company, on the other hand.

As such counsel, we have been requested to render an opinion as to certain matters of Swiss law.

**1. Scope and Limitation of Opinion**

Our opinion is strictly confined to matters of Swiss law as in force at the date hereof and as it is presently applied by the Swiss courts. Such law and its interpretation are subject to change. In the absence of explicit statutory law or established case law, we base our opinion solely on our independent professional judgment. Our opinion is strictly limited to the Documents (as defined below) and the matters stated herein and is not to be read as extending, by implication or otherwise, to any agreement or document referred to in any of the Documents or any other matter. For purposes of this opinion, we have not conducted any due diligence or similar investigation or verification as to any matters stated herein. In this opinion, Swiss legal concepts are expressed in English terms and not in their original language. These concepts may not be identical to the concepts described by the same English language terms as they exist under the laws of other jurisdictions.

**2. Documents**

For purposes of rendering the opinion expressed herein, we have received the following documents (the **Documents**):

- (a) a .pdf copy of the Registration Statement;
- (b) a .pdf copy of the base prospectus dated July 29, 2021, included in the Registration Statement (the **Prospectus**);
- (c) a .pdf copy of the Prospectus Supplement (together with the Prospectus, the **Final Prospectus**, and together with the Registration Statement, the **Filing Documents**);
- (d) a .pdf copy of the Investment Agreement;
- (e) a .pdf copy of the public deed on, *inter alia*, the resolution regarding the introduction of a capital band by the Company's shareholders' meeting held on June 8, 2023 (the **AGM Resolution**);
- (f) a .pdf copy of the certified articles of association of the Company in their version dated June 8, 2023 (the **Articles**);
- (g) a .pdf copy of the organizational regulations of the Company in their version as per October 18, 2016 (the **Organizational Regulations**);
- (h) a .pdf copy of a certified excerpt from the registry of the Commercial Register of the Canton of Zug, dated February 1, 2024 of the Company (the **Excerpt**); and

- (i) a .pdf copy of the minutes of the meeting of the Company's board of directors (the **Board**) held on February 12, 2024 approving, among other things, (i) the filing of the Registration Statement, (ii) the offering of the Offered Shares to the Investors as contemplated in the Investment Agreement, (iii) the offering price for the Issued Shares and (iv) the authorization granted to any member of the Board, acting individually, to resolve on a capital increase within the Company's capital band, withdraw the pre-emptive rights of the shareholders based on the withdrawal authorization under the Articles and Swiss law and allocate the withdrawn pre-emptive rights to third parties and/or certain existing shareholders and execute and deliver, in the name and on behalf of the Company any and all documents, agreements and instruments to effectuate the resolutions (the **Board Resolution**).

No documents have been reviewed by us in connection with this opinion other than the Documents listed in this Section 2 (*Documents*).

All terms used in this opinion in uppercase form shall have the meaning ascribed to them in the Registration Statement, unless otherwise defined herein.

### 3. Assumptions

In rendering the opinion below, we have assumed:

- (a) the conformity to the Documents of all documents produced to us as copies, fax copies or via e-mail, and that the original was executed in the manner appearing on the copy of the draft;
- (b) the genuineness and authenticity of the signatures on all copies of the original Documents thereof which we have examined, and the accuracy of all factual information contained in, or statements given in connection with, the Documents;
- (c) the AGM Resolution is a true record of the proceedings described therein in duly convened, constituted and quorate meetings of the Company's shareholder meeting, and the resolutions set out therein were validly passed and have not been rescinded or amended and are in full force and effect;

- (d) the Board Resolution is a true record of the proceedings described therein in duly convened, constituted and quorate meetings of the Company's board of directors, and the resolutions set out therein were validly passed and have not been rescinded or amended and are in full force and effect;
- (e) that the information provided in the Documents (in particular in the Excerpt, the Articles and the Organizational Regulations) are true, correct, complete and up to date as of the date hereof and that there are no facts outstanding or matters resolved that are not reflected in the Documents;
- (f) the Registration Statement has been, or will be, duly filed by the Company;
- (g) the legal capacity, power and authority of each of the parties (other than the Company) to enter into and perform its obligations under the Investment Agreement and the relevant transaction provided for under the Board Resolution and that all consents or approvals from and filings, registrations and notifications with or to all governmental authorities (other than in Switzerland) required in connection with the execution, delivery and performance of the Investment Agreement have been or will have been obtained or made and are or will remain in full force and effect;
- (h) the Investment Agreement constitutes legal, valid, binding and enforceable obligations of the Company under the governing law;
- (i) that (i) the Filing Documents will continue to be effective, (ii) the issuance of and payment for the Offered Shares will be made in compliance with the Articles, the Registration Statement, the AGM Resolution, the Board Resolution and the Investment Agreement, (iii) the consideration received by the Company for the issuance of the Offered Shares will be fully paid and will not be less than the par value of such Offered Shares, and (iv) the issuance of the Offered Shares will be made in accordance with the articles 653s–653v, 647–652h, 929–930, 936a–937, 943 and 973c of the Swiss Code of Obligations (CO), the relevant intermediated securities regulations and commercial registry regulations, the Articles (as may be amended from time to time in accordance with applicable law), the Organizational Regulations (as may be amended from time to time in accordance with applicable law), any applicable law or any requirement or restriction imposed by any court or governmental body having jurisdiction on the Company;

- (j) that the issuance, transfers, offering and sale of the Offered Shares will be conducted in the manner as described in the Articles, the Filing Documents, the Investment Agreement and the Board Resolution;
- (k) that the Offered Shares have not been and will not be (i) publicly offered, directly or indirectly, in Switzerland within the meaning of article 3 lit. h of the Swiss Financial Services Act of June 15, 2018, and/or (ii) admitted to any trading venue within the meaning of article 26 lit. a of the Swiss Financial Market Infrastructure Act of June 19, 2015 in Switzerland; and
- (l) all parties to the Investment Agreement will perform all obligations by which they are bound in accordance with the respective terms.

**4. Opinion**

Based upon the foregoing and subject to the qualifications set out below, we are of the following opinion:

The Offered Shares, if and when issued, will be validly issued, fully paid in (up to their nominal value) and non-assessable.

**5. The above opinion is subject to the following qualifications:**

- (a) The lawyers of our firm are members of the Swiss bar and do not hold themselves to be experts in any laws other than the laws of Switzerland. Accordingly, we are opining herein as to Swiss law only and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction.
- (b) This opinion is based on the current provisions of the laws of Switzerland and the regulations thereunder in effect on the date hereof and only as currently interpreted in Switzerland. Such laws and their interpretation are subject to change.

- (c) We express no opinion as regards the withdrawal of shareholders' pre-emptive rights (*Bezugsrechte*) in connection with the issuance and sale of Offered Shares.
- (d) When used in this opinion, the term "non-assessable" means that no further contributions have to be made to the Company by the relevant holder of the Offered Shares.
- (e) We express no opinion as to the future availability of authorized share capital within any capital band of the Company or conditional capital of the Company.
- (f) We express no opinion as to the accuracy or completeness of the information contained in the Filing Documents.
- (g) We express no opinion as to any commercial, calculating, auditing or other non-legal matters. Further, we express no opinion as to tax law.

**6. Miscellaneous**

- (a) We do not assume any obligation to advise you of any changes in applicable law or any other matter that may come to our attention after the date hereof that may affect our opinion expressed herein.
- (b) We hereby consent to the filing of this opinion on the date hereof with the United States Securities and Exchange Commission as an exhibit to the Registration Statement and to the incorporation by reference of this opinion in the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.
- (c) This opinion and all matters relating to this opinion are governed by and shall be construed in accordance with the substantive laws of Switzerland. We confirm our understanding that all disputes arising out of or in connection with this opinion shall be subject to the exclusive jurisdiction of the courts of the Canton of Zurich, Switzerland, venue being city of Zurich.

Yours faithfully,  
Walder Wyss AG

/s/ Alex Nikitine  
Alex Nikitine

## INVESTMENT AGREEMENT

This INVESTMENT AGREEMENT (this “Agreement”) is made and entered into as of February 13, 2024, by and among CRISPR Therapeutics AG, a stock corporation (Aktiengesellschaft) incorporated under the laws of Switzerland (the “Company”), and the Investors identified on Exhibit A attached hereto (each an “Investor” and collectively the “Investors”).

### RECITALS

A. The Investors, severally and not jointly, wish to subscribe for, and the Company wishes to issue to the Investors, upon the terms and subject to the conditions stated in this Agreement and pursuant to an effective registration statement under the Securities Act (as defined below), common shares, nominal value CHF 0.03 per share (“Common Shares”), of the Company; and

In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” of a Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first-mentioned Person. The term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the first paragraph.

“Articles of Association” means the Articles of Association of the Company, as in effect as of the date hereof.

“Business Day” means a day, other than a Saturday or Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York, New York and in Zug, Switzerland.

“Closing” has the meaning set forth in Section 3.1.

“Closing Date” has the meaning set forth in Section 3.1.

“Common Shares” has the meaning set forth in the recitals to this Agreement.

“Common Share Equivalents” means any securities of the Company or its subsidiaries which would entitle the holder thereof to acquire at any time Common Shares, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Shares.

“Company” has the meaning set forth in the first paragraph.

“Company’s Knowledge” means the actual knowledge of the executive officers (as defined in Rule 405 under the Securities Act) of the Company.

“Control” (including the terms “controlling,” “controlled by” or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Disclosure Time” means, (i) if this Agreement is signed on a day that is not a Trading Day or after 9:00 a.m. (New York City time) and before midnight (New York City time) on any Trading Day, 9:01 a.m. (New York City time) on the Trading Day immediately following the date hereof, and (ii) if this Agreement is signed between midnight (New York City time) and 9:00 a.m. (New York City time) on any Trading Day, no later than 9:01 a.m. (New York City time) on the date hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Exempt Issuance” means the issuance of (a) Common Shares, options or restricted stock units or other equity awards to employees, officers, service providers or directors of the Company pursuant to any stock or option plan or arrangement duly adopted for such purpose, by a majority of the non-employee members of the Board of Directors of the Company or a majority of the members of a committee of non-employee directors established for such purpose for services rendered to the Company, (b) securities upon the exercise or exchange of or conversion of securities exercisable or exchangeable for or convertible into Common Shares issued and outstanding on the date of this Agreement, provided that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities (other than in connection with stock splits or combinations) or to extend the term of such securities, (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Company, provided that such securities are issued as “restricted securities” (as defined in Rule 144) and carry no registration rights that require or permit the filing of any registration statement in connection therewith during the prohibition period in Section 7.5 herein, and provided that any such issuance shall only be to a Person (or to the equityholders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities, and (d) securities issued under, or in connection with, an “at the market” offering facility or “equity line” facility.

“Intellectual Property” has the meaning set forth in Section 4.13.

“Investor” has the meaning set forth in the first paragraph.

“Investor Issue Price” has the meaning set forth in Section 3.2.

“Lock-Up Agreement” means the Lock-Up Agreement, dated as of the date hereof, by and among the Company and the Company’s directors and officers, in the form of Exhibit C attached hereto.

“Material Adverse Effect” means a material adverse effect on (i) the assets, liabilities, results of operations, financial condition or business of the Company taken as a whole, (ii) the legality or enforceability of any of the Transaction Documents or (iii) the ability of the Company to perform its obligations under the Transaction Documents, except that for purposes of Section 6.1(j) of this Agreement, in no event shall a change in the market price of the Common Shares alone constitute a “Material Adverse Effect.”

“Nasdaq” means the Nasdaq Global Market.

“Person” means an individual or a corporation, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, governmental authority or other entity of any kind.

“Principal Trading Market” means the Trading Market on which the Common Shares are primarily listed on and quoted for trading, which, as of the date of this Agreement and the Closing Date, shall be the Nasdaq Global Market.

“Prospectus” means the prospectus included in the Registration Statement, at the time it was declared effective by the SEC.

“Prospectus Supplement” means the supplement to the Prospectus complying with Rule 424(b) of the Securities Act that is filed with the SEC and delivered by the Company to each Investor on or prior to the date hereof.

“Registration Statement” means the effective automatic shelf registration statement on Form S-3ASR filed with the SEC on July 29, 2021 (File No. 333-258274), including all information, documents and exhibits filed with or incorporated by reference into such registration statement, which registers the sale of the Common Shares.

“SEC” means the U.S. Securities and Exchange Commission.

“SEC Filings” has the meaning set forth in Section 4.7.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Shares” shall mean the Company’s Common Shares issued or issuable pursuant to this Agreement.

“Short Sales” means all “short sales” as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Shares).

“Trading Day” means (i) a day on which the Common Shares are listed or quoted and traded on its Principal Trading Market or (ii) if the Common Shares are not quoted on any Trading Market, a day on which the Common Shares are quoted in the over-the-counter market as reported in the “pink sheets” by OTC Markets Group Inc. (or any similar organization or agency succeeding to its functions of reporting prices); provided, that in the event that the Common Shares are not listed or quoted as set forth in (i) or (ii) hereof, then Trading Day shall mean a Business Day.

“Trading Market” means whichever of the New York Stock Exchange, the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market on which the Common Shares are listed or quoted for trading on the date in question.

“Transaction Documents” means this Agreement and the Prospectus Supplement.

“Transfer Agent” means the transfer agent and registrar of our Common Shares, Equiniti Trust Company, LLC (formerly known as American Stock Transfer and Trust Company LLC).

2. Issuance of and Subscription for the Shares. On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company will issue to the Investors, and the Investors will subscribe for, severally and not jointly, the number of Shares set forth opposite the name of such Investor under the heading "Number of Shares Acquired" on Exhibit A attached hereto. The issue price per Share shall be \$71.50.

3. Closing.

3.1. Upon the satisfaction of the conditions set forth in Section 6, the completion of the issuance of the Shares (the "Closing") shall occur remotely via exchange of documents and signatures at a time (the "Closing Date") to be agreed to by the Company and the Investors but in no event later than the tenth Trading Day after the date hereof.

3.2. Promptly following the signing of the Agreement, each Investor shall initiate a wire transfer for delivery to the blocked bank account (*Kapitaleinzahlungskonto*) of the Company at UBS Switzerland AG (the "Bank") according to the wire instructions provided by the Company, an amount equal to the issue price to be paid by the Investor for the Shares issued to it as set forth opposite the name of such Investor under the heading "Aggregate Issue Price of the Shares" on Exhibit A attached hereto (the "Investor Issue Price"). Each Investor shall use commercially reasonable best efforts to cause such funds to be delivered to such blocked bank account by 5:00 p.m. Eastern time on the date that is one Trading Day after the date of this Agreement; provided that no Investor shall be deemed to be in breach of the foregoing if such wire transfer is received by 5:00 p.m. Eastern time on the date that is two Trading Days after the date of this Agreement or if such wire transfer is delayed due to the Investor not receiving US intermediary bank details as requested.

Should such Shares not be issued or delivered to the Investor by the tenth Trading Day after the date hereof, the Company shall use commercially reasonable best efforts to cause the Bank to deliver, via wire transfer of immediately available funds, an amount equal to the Investor Issue Price funded by such Investor to such Investor promptly and, in any event, no later than one Business Day after the tenth Trading Day after the date hereof (the "Return Date" and, such return, the "Bank Return"). Should the Bank Return not be made by the Bank to such Investor in accordance with the foregoing, the Company shall promptly and, in any event, no later than one Business Day after the Return Date, deliver, via wire transfer of immediately available funds, an amount equal to the Investor Issue Price funded by such Investor (the "Company Return").

The Company's payment of a Company Return to an Investor shall be conditional upon such Investor releasing and discharging the Company and its affiliates in full for any damages, claims and any demands solely relating to any rights of refund for its Investor Issue Price. To the extent such Investor receives the Shares set forth opposite the name of such Investor under the heading "Number of Shares Acquired" on Exhibit A attached hereto or the Bank Return and has also received the Company Return, as the case may be, such Investor shall promptly, and in any event within two Business Days after it has come into possession of both (i) the Company Return and (ii) either such Shares or the Bank Return, deliver to the Company, via wire transfer of immediately available funds, an amount equal to the Company Return.

3.3. On the date hereof, each Investor (or a broker designated by such Investor) shall subscribe for the number of Shares set forth opposite the name of such Investor under the heading "Number of Shares Acquired" on Exhibit A attached hereto and shall execute and deliver or cause to be delivered to the Company an original subscription form regarding such subscription in the form attached hereto as Exhibit B.

3.4. At the Closing, the Company shall (i) take (or procure to be taken) all necessary actions to increase the share capital of the Company and issue to each Investor (or a broker designated by such Investor) the number of Shares set forth opposite the name of such Investor under the heading “Number of Shares Acquired” on Exhibit A attached hereto and (ii) deliver or cause the Transfer Agent to deliver to each Investor (or a broker designated by such Investor) the number of Shares set forth opposite the name of such Investor under the heading “Number of Shares Acquired” on Exhibit A attached hereto by electronic delivery at Investor’s designated balance account at the Depository Trust Company.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investors as of the date hereof and as of the Closing Date that, except as described in the Company’s SEC Filings (excluding any exhibits to the SEC Filings), each of which qualifies the representations and warranties below in their entirety, the points as set forth under this Section 4 are true and correct (for purposes of these representations and warranties, the term the “Company” shall include any subsidiaries of the Company, unless otherwise noted herein):

4.1. Incorporation and Good Standing. Each of the Company and its subsidiaries has been duly incorporated and is validly existing as a corporation in good standing (to the extent such concept is applicable) under the laws of the jurisdiction in which it is chartered or organized with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Prospectus, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification, except where the failure to qualify would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

4.2. Authorization. The Company has the requisite corporate power and authority and has taken all requisite corporate action necessary for, and no further action on the part of the Company, its officers, directors and shareholders is necessary for, the authorization, execution and delivery of the Transaction Documents. The Transaction Documents constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors’ rights generally and to general equitable principles. As of the Closing Date, the Company has taken all requisite corporate action necessary for, and no further action on the part of the Company, its officers, directors and shareholders is necessary for, (i) the authorization of the performance of all obligations of the Company under the Transaction Documents, and (ii) the authorization, issuance (or reservation for issuance) and delivery of the Shares.

4.3. Capitalization. The Company’s share capital recorded in the commercial register is CHF 2,506,150.41 and is fully paid-in. It is divided into 83,538,347 Common Shares. The issued Shares are fully paid, non-assessable, and rank pari-passu with each other and all other shares. The Company’s disclosure of its issued and outstanding share capital in its most recent SEC Filing containing such disclosure was accurate in all material respects as of the date indicated in such SEC Filing. All of the issued and outstanding shares of the Company’s share capital have been duly authorized and validly issued and are fully paid and nonassessable (which term means when used herein that no further contributions have to be made by the holders of the capital stock); none of such shares were issued in violation of any preemptive rights; and such shares were issued in compliance in all material respects with applicable state and federal securities law and any rights of third parties. As of Closing Date, all statutory preemptive rights to which the existing shareholders of the Company are entitled under Swiss law with respect to the capital increases described in Section 3.4 have been validly withdrawn. Except for stock options and restricted stock units approved pursuant to the Company’s stock-based compensation plans described in the SEC Filings, there are no outstanding warrants, options, convertible securities or other rights, agreements or arrangements of any character under which the Company is or may be obligated to issue any equity securities of any kind, except as contemplated by this Agreement.

4.4. Valid Issuance; Registration. The Shares will upon Closing be duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable (which term means when used herein that no further contributions have to be made by the holders of the capital stock), free and clear of all liens imposed by the Company. The Shares are being offered, issued, and sold under the Registration Statement and the Prospectus. The Company has prepared and filed the Registration Statement in conformity with the requirements of the Securities Act, including the Prospectus, and such amendments and supplements thereto as may have been required to the date of this Agreement. The Registration Statement is effective under the Securities Act and no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus has been issued by the SEC and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are threatened in writing by the SEC. The Company, if required by the rules and regulations of the SEC, shall file the Prospectus Supplement with the SEC pursuant to Rule 424(b). At the time the Registration Statement and any post-effective amendments thereto became effective, at the date of this Agreement and at the Closing Date, the Registration Statement and any amendments thereto conformed and will conform in all material respects to the requirements of the Securities Act and did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and the Prospectus Supplement and any amendments or supplements thereto, at the time the Prospectus Supplement or any amendment or supplement thereto was issued and at the Closing Date, conformed and will conform in all material respects to the requirements of the Securities Act and did not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company is eligible to use Form S-3 under the Securities Act and it meets the transaction requirements as set forth in General Instruction I.B.1 of Form S-3.

4.5. Consents. Subject to the accuracy of the representations and warranties of each Investor set forth in Section 5 hereof, the execution, delivery and performance by the Company of the Transaction Documents and the offer and issuance of the Shares require no consent of, action by or in respect of, or filing with, any Person, governmental body, agency, or official other than (a) filings that have been made pursuant to applicable state securities laws, (b) resolutions and filings that have been or will be made and all other actions that have been or will be taken pursuant to applicable Swiss law in order to effect the transactions contemplated by the Transaction Documents, in particular the share capital increase described in Section 3.4, (c) post-issuance filings pursuant to applicable state and federal securities laws, and (d) filings pursuant to the rules and regulations of Nasdaq, each of which the Company has filed or undertakes to file within the applicable time. Subject to the accuracy of the representations and warranties of each Investor set forth in Section 5 hereof, the Company, as of Closing Date, has taken all action necessary to exempt (i) the issuance of the Shares and (ii) the other transactions contemplated by the Transaction Documents from the provisions of any shareholder rights plan or other “poison pill” arrangement, any anti-takeover, business combination or control share law or statute binding on the Company or to which the Company or any of its assets and properties is subject that is or could reasonably be expected to become applicable to the Investors as a result of the transactions contemplated hereby, including without limitation, the issuance of the Shares or the exercise of any right granted to the Investors pursuant to the Transaction Documents.

4.6. No Material Adverse Effect. No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the best knowledge of the Company, threatened that (i) would reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby or (ii) would reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Registration Statement and the Prospectus.

4.7. SEC Filings. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the one year period preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (collectively, and together with the Prospectus and the Prospectus Supplement, the “SEC Filings”). At the time of filing thereof, the SEC Filings complied in all material respects with the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the SEC thereunder.

4.8. No Violation or Default. Neither the Company nor any subsidiary is in violation or default of (i) any provision of its Articles of Association, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as applicable, except in the case of clauses (ii) and (iii), for such violation or default as would not reasonably be expected to have a Material Adverse Effect.

4.9. Independent Accountants. Ernst & Young LLP, who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements and schedules included in the Registration Statement and the Prospectus, are independent public accountants with respect to the Company within the meaning of the Securities Act and the applicable published rules and regulations thereunder.

4.10. Tax Matters. The Company has filed all tax returns that are required to be filed or has requested extensions thereof (except in any case in which the failure so to file would not reasonably be expected to have a Material Adverse Effect) and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or as would not reasonably be expected to have a Material Adverse Effect. To the Company’s knowledge, there are no transfer taxes or other similar fees or charges under federal law or the laws of any state, or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement or the issuance by the Company or sale by the Company of the Shares, except Swiss issuance stamp duty, which is being paid by the Company.

4.11. Title to Properties. Each of the Company and each of its subsidiaries owns or leases all such properties as are necessary to the conduct of its operations as presently conducted, except for intellectual property which is separately addressed in Section 4.13 and except as would not reasonably be expected to have a Material Adverse Effect.

4.12. Licenses and Permits. The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations required to be issued by all applicable authorities necessary to conduct their respective businesses, except where the failure to possess such licenses, certificates, permits and other authorizations would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect, and neither the Company nor any such subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect.

4.13. **Intellectual Property.** The Company and its subsidiaries own, possess, license or have other rights to use all patents, patent applications, trade and service marks, trade and service mark registrations, trade names, copyrights, licenses, inventions, trade secrets, technology, know-how and other intellectual property (collectively, the “Intellectual Property.”) that are described in the Registration Statement and the Prospectus as being owned by the Company (“Company Intellectual Property.”) or, to the Company’s knowledge and except as described in the Registration Statement and the Prospectus, are necessary for the conduct of the Company’s business as now conducted or as proposed in the Registration Statement and the Prospectus to be conducted. Except as described in the Registration Statement and the Prospectus, all licenses and other agreements pursuant to which the Company grants or is granted any license, covenant not to sue, or other rights, title or interests with respect to Company Intellectual Property is a valid and binding agreement of the Company, is in full force and effect, and is enforceable against the Company, and no party is in default under, or in breach or violation of, any such license or agreement. Except as set forth in the Registration Statement and the Prospectus (a) there are no rights of third parties to any Company Intellectual Property; (b) there is no material infringement by third parties of any Company Intellectual Property; (c) the Company and its subsidiaries are not obligated to pay a material royalty, grant a license to, or provide other material consideration to any third party in connection with Company Intellectual Property; (d) there is no pending or threatened action, suit, proceeding or claim by others challenging the validity or scope of any Company Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (e) there is no pending or threatened action, suit, proceeding or claim by others that the Company infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of others, and the Company is unaware of any other fact which would form a reasonable basis for any such claim; (f) all registrations and applications of Company Intellectual Property have been procured and maintained in accordance with applicable administrative and legal requirements, including timely payments of maintenance and other required fees; (g) the Company is unaware of any U.S. patent or published U.S. patent application with an allowed claim that is owned by a third party and is unlicensed by the Company, and which contains a claim that would be infringed by the manufacture, use or sale of the gene-editing technology known as and described in the Registration Statement and the Prospectus as CRISPR/Cas9; (h) there is no prior art of which the Company is aware that may render any U.S. patent held by the Company invalid or any U.S. patent application held by the Company un-patentable which has not been disclosed to the U.S. Patent and Trademark Office; and (i) the Company and its subsidiaries have taken reasonable measures to protect, maintain and safeguard the Company Intellectual Property, including the execution of appropriate nondisclosure and confidentiality agreements.

4.14. **Financial Statements.** The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries included or incorporated by reference in the Registration Statement and the Prospectus present fairly the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, comply as to form, in all material respects, with the applicable accounting requirements of the Securities Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein).

4.15. **Compliance with Nasdaq Continued Listing Requirements.** The Company is in compliance with applicable Nasdaq continued listing requirements. There are no proceedings pending or, to the Company’s Knowledge, threatened against the Company relating to the continued listing of the Common Shares on Nasdaq and the Company has not received any notice of, nor to the Company’s Knowledge is there any reasonable basis for, the delisting of the Common Shares from Nasdaq.

4.16. No Integrated Offering. Assuming the accuracy of the Investors' representations and warranties set forth in Section 5, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Shares to be integrated with prior offerings by the Company for purposes of any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

4.17. [Intentionally Omitted.]

4.18. Sarbanes-Oxley. The Company and each of its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. There is and has been no failure on the part of the Company and any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act") that are in effect and with which the Company is required to comply, including Section 402 relating to loans and Sections 302 and 906 relating to certifications. The Company and its subsidiaries maintain "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) under the Exchange Act); such disclosure controls and procedures are effective at the reasonable assurance level.

4.19. Transactions with Affiliates. None of the executive officers or directors of the Company and, to the Company's Knowledge, none of the employees of the Company is presently a party to any transaction with the Company (other than as holders of stock options, restricted stock units, warrants and/or restricted stock, and for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the Company's Knowledge, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

4.20. Company Not an "Investment Company". The Company is not and, after giving effect to the offering and issuance of the Shares and the application of the proceeds thereof as described in the Prospectus Supplement, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

4.21. Clinical Trials, Preclinical Studies and Tests. The clinical trials, preclinical studies and tests conducted by or, to Company's Knowledge on behalf of the Company or its subsidiaries, or in which the Company or its subsidiaries has participated, that are described in the Registration Statement and the Prospectus, or the results of which are referred to in the Registration Statement and the Prospectus, were, and if still pending are, being conducted in all material respects in accordance with all applicable statutes and all applicable rules and regulations of the U.S. Food and Drug Administration and comparable regulatory agencies outside of the United States to which they are subject (collectively, the "Regulatory Authorities"); the descriptions in the Registration Statement and the Prospectus of the results of such clinical trials, preclinical studies and tests are accurate and complete descriptions and fairly present the data derived therefrom; the Company is not aware of any other clinical trials, preclinical studies or tests not described in the Registration Statement and the Prospectus, the results of which are inconsistent with or the Company believes to reasonably call into question, in any material respect, the clinical trial, preclinical study or test results described or referred to in the Registration Statement and the Prospectus when viewed in the context in which such results are described and the applicable stage of development; and neither the Company nor any of its subsidiaries has received any written notices, correspondence or other communications from the Regulatory Authorities or any other governmental

agency requiring or threatening the termination, material modification or suspension of any clinical trials, preclinical studies or tests that are described in the Registration Statement and the Prospectus or the results of which are referred to in the Registration Statement and the Prospectus, other than ordinary course communications with respect to modifications in connection with the design and implementation of such clinical trials, preclinical studies and tests.

4.22. [Intentionally Omitted.]

4.23. Shell Company Status. The Company is not, and has never been, an issuer identified in Rule 144(i)(1).

4.24. Regulation M Compliance. The Company has not taken, directly or indirectly, any action designed to or that would constitute or that would reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

4.25. Anti-Corruption Laws. Neither the Company nor any of its subsidiaries nor, to the Company's Knowledge, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation or a sanction for violation by such persons of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder; and the Issuer and its subsidiaries have instituted and maintain policies and procedures to ensure compliance therewith. No part of the proceeds of the offering will be used, directly or indirectly, in violation of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder.

4.26. Money Laundering. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

4.27. Sanctions Laws. Neither the Company nor any of its subsidiaries nor, to the Company's Knowledge, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries (i) is, or is controlled or 50% or more owned in the aggregate by or is acting on behalf of, one or more individuals or entities that are currently the subject of any sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, a member state of the European Union (including sanctions administered or enforced by Her Majesty's Treasury of the United Kingdom) or other relevant sanctions authority (collectively, "Sanctions" and such persons, "Sanctioned Persons" and each such person, a "Sanctioned Person"), (ii) is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (collectively, "Sanctioned Countries" and each, a "Sanctioned Country") or (iii) will, directly or indirectly, use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity in any manner that would result in a violation of any Sanctions by, or

would result in the imposition of Sanctions against, any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise). Neither the Company nor any of its subsidiaries has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country, in the preceding three (3) years, nor does the Company or any of its subsidiaries have any plans to engage in dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country.

4.28. Healthcare Regulations. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (i) the Company and its subsidiaries are and have been in compliance with statutes, laws, ordinances, rules and regulations applicable to the Company and its subsidiaries, as applicable, for the ownership, research, testing, development, manufacture, packaging, processing, use, labeling, promotion, advertising, storage or disposal of any product manufactured by or on behalf of the Company or its subsidiaries (a "Company Product"), including, without limitation, the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301, et seq., the Public Health Service Act, 42 U.S.C. § 262, similar laws of any other federal or state governmental agency or any foreign regulatory agency and the regulations promulgated pursuant to such laws (collectively, "Applicable Laws"); (ii) the Company and its subsidiaries possess all licenses, certificates, approvals, applications, authorizations, permits and supplements or amendments thereto required by any such Applicable Laws and/or for the ownership of its properties or the conduct of its business as it relates to a Company Product and as described in the Prospectus (collectively, "Authorizations") and such Authorizations are valid and in full force and effect and the Company and its subsidiaries are not in violation of any term of any such Authorizations; (iii) neither the Company nor its subsidiaries have received any written notice of adverse finding, warning letter or other correspondence or notice from the U.S. Food and Drug Administration ("FDA"), the U.S. National Institutes of Health ("NIH"), or any other federal or state governmental agency or any foreign regulatory agency alleging or asserting noncompliance with any Applicable Laws or Authorizations relating to a Company Product; (iv) the Company and its subsidiaries have not received written notice of any ongoing claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any federal or state governmental agency or any foreign regulatory agency or third party alleging that any Company Product, operation or activity related to a Company Product is in violation of any Applicable Laws or Authorizations or has any knowledge that any such federal or state governmental agency or any foreign regulatory agency or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding; (v) the Company and its subsidiaries have not received written notice that any federal or state governmental agency or any foreign regulatory agency has taken, is taking or intends to take action to limit, suspend, modify or revoke any Authorizations or has any knowledge that any such federal or state governmental agency or foreign regulatory agency has threatened or is considering such action with respect to a Company Product; (vi) the Company and its subsidiaries have filed, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as are required by any Applicable Laws or Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete, correct and not misleading on the date filed (or were corrected or supplemented by a subsequent submission); and (vii) to the Company's Knowledge, the Company, its subsidiaries, any of their respective directors, officers, employees or agents have not made, or caused the making of, any false statements or representations on, or material omissions from, any submission to, or any other records or documentation prepared or maintained to comply with the requirements of, the FDA or any other federal or state governmental agency or foreign regulatory agency.

4.29. Immunity. Neither the Company nor any of its subsidiaries nor any of its or their properties or assets has any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) under the laws of Switzerland.

4.30. Subsidiaries. All the outstanding shares of capital stock of each subsidiary have been duly and validly authorized and issued and are fully paid and non-assessable (which term means when used herein that no further contributions have to be made by the holders of the capital stock), and, except as otherwise set forth in the Prospectus, all outstanding shares of capital stock of the subsidiaries are owned by the Issuer either directly or through wholly owned subsidiaries free and clear of any perfected security interest or any other security interests, claims, liens or encumbrances.

5. Representations and Warranties of the Investors. Each of the Investors hereby severally, and not jointly, represents and warrants to the Company that:

5.1. Organization and Existence. Such Investor is a duly incorporated or organized and validly existing corporation, limited partnership, limited liability company or other legal entity, has all requisite corporate, partnership or limited liability company power and authority to enter into and consummate the transactions contemplated by the Transaction Documents to which such Investor is a party and to carry out its obligations hereunder and thereunder, and to invest in the Shares pursuant to this Agreement, and is in good standing under the laws of the jurisdiction of its incorporation or organization.

5.2. Authorization. The execution, delivery and performance by such Investor of the Transaction Documents to which such Investor is a party have been duly authorized and each has been duly executed and when delivered will constitute the valid and legally binding obligation of such Investor, enforceable against such Investor in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally, and general principles of equity.

5.3. Acquisition Entirely for Own Account. The Shares to be received by such Investor hereunder will be acquired for such Investor's own account, not as nominee or agent, for the purpose of investment and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, and such Investor has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act without prejudice, however, to such Investor's right at all times to sell or otherwise dispose of all or any part of such Shares in compliance with applicable federal and state securities laws (this representation and warranty not limiting such Investor's right to sell the Shares pursuant to the Registration Statement or otherwise in compliance with applicable federal and state securities laws). The Shares are being purchased by such Investor in the ordinary course of its business. Nothing contained herein shall be deemed a representation or warranty by such Investor to hold the Shares for any period of time. Such Investor is not a broker-dealer registered with the SEC under the Exchange Act or an entity engaged in a business that would require it to be so registered.

5.4. Investment Experience. Such Investor acknowledges that it can bear the economic risk and complete loss of its investment in the Shares and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment contemplated hereby.

5.5. Disclosure of Information. Such Investor has had an opportunity to receive, review and understand all information related to the Company requested by it and to ask questions of and receive answers from the Company regarding the Company, its business and the terms and conditions of the offering of the Shares, and has conducted and completed its own independent due diligence. Such Investor acknowledges that copies of the SEC Filings are available on the Electronic Data Gathering, Analysis, and Retrieval system. Based on the information such Investor has deemed appropriate, it has independently made its own analysis and decision to enter into the Transaction Documents to which such Investor is a party. Such Investor is relying exclusively on its own investment analysis and due diligence

(including professional advice it deems appropriate) with respect to the execution, delivery and performance of the Transaction Documents to which such Investor is a party, the Shares and the business, condition (financial and otherwise), management, operations, properties and prospects of the Company, including but not limited to all business, legal, regulatory, accounting, credit and tax matters. Neither such inquiries nor any other due diligence investigation conducted by such Investor shall modify, limit or otherwise affect such Investor's right to rely on the Company's representations and warranties contained in this Agreement.

5.6. Accredited Investor. Such Investor is an "accredited investor" within the meaning of Rule 501(a) of Regulation D. Such investor is a sophisticated institutional investor with sufficient knowledge and experience in investing in private equity transactions to properly evaluate the risks and merits of its acquisition of the Shares. Such Investor has determined based on its own independent review and such professional advice as it deems appropriate that its acquisition of the Shares and participation in the transactions contemplated by the Transaction Documents (i) have been duly authorized and approved by all necessary action and (ii) are a fit, proper and suitable investment for such Investor, notwithstanding the substantial risks inherent in investing in or holding the Shares.

5.7. [Intentionally Omitted.]

5.8. Brokers. No Person will have, as a result of the transactions contemplated by the Transaction Documents, any valid right, interest or claim against or upon the Company or an Investor for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of such Investor.

5.9. Short Sales and Confidentiality Prior to the Date Hereof. Other than consummating the transactions contemplated hereunder, such Investor has not, nor has any Person acting on behalf of or pursuant to any understanding with such Investor, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that such Investor first communicated with the Company regarding the transactions contemplated hereby and ending immediately prior to the date hereof. Notwithstanding the foregoing, in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to acquire the Shares covered by this Agreement. Other than to other Persons party to this Agreement and other than to such Person's outside attorney, accountant, auditor or investment advisor only to the extent necessary to permit evaluation of the investment, and the performance of the necessary or required tax, accounting, financial, legal, or administrative tasks and services and other than as may be required by law, such Investor has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect Short Sales or similar transactions in the future.

5.10. No Government Recommendation or Approval. Such Investor understands that no United States federal or state agency, or similar agency of any other country, has reviewed, approved, passed upon, or made any recommendation or endorsement of the Company or the acquisition of the Shares.

5.11. No Intent to Effect a Change of Control. Such Investor has no present intent to effect a “change of control” of the Company as such term is understood under the rules promulgated pursuant to Section 13(d) of the Exchange Act.

5.12. [Reserved].

5.13. No Conflicts. The execution, delivery and performance by such Investor of the Transaction Documents to which such Investor is a party and the consummation by such Investor of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of such Investor or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Investor is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Investor, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Investor to perform its obligations hereunder.

## 6. Conditions to Closing.

6.1. Conditions to the Investors’ Obligations. The obligation of each Investor to subscribe for the Shares and acquire the Shares at the Closing is subject to the fulfillment, on or prior to the Closing Date, of the following conditions, any of which may be waived by such Investor (as to itself only):

(a) The representations and warranties made by the Company in Section 4 hereof shall be true and correct in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) as of the date hereof and as of the Closing Date, as though made on and as of such date, except to the extent any such representation or warranty expressly speaks as of an earlier date or as of Closing Date only, in which case such representation or warranty shall be true and correct in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) as of such earlier date or as of Closing Date only. The Company shall have performed in all material respects all obligations and covenants herein required to be performed by it on or prior to the Closing Date.

(b) Except for the consents, approvals, resolutions, registrations and waivers necessary for the issuance of the Shares to the Investors as contemplated by the Transaction Documents, the Company shall have obtained any and all consents, permits, approvals, registrations and waivers necessary for the consummation of the other transactions contemplated by the Transaction Documents, all of which shall be in full force and effect.

(c) The Company shall have delivered a copy of the irrevocable instructions to the Transfer Agent instructing the Transfer Agent to deliver to each Investor (or a broker designated by such Investor) on an expedited basis via The Depository Trust Company Shares equal to the number of Shares set forth opposite the name of such Investor under the heading “Number of Shares Acquired” on Exhibit A attached hereto.

(d) The Company shall have filed with Nasdaq a Listing of Additional Shares notice form for the Shares and the Shares shall be freely tradable on Nasdaq.

(e) No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any governmental authority, shall have been issued, and no action or proceeding shall have been instituted by any governmental authority, enjoining or preventing the consummation of the transactions contemplated hereby or in the other Transaction Documents.

(f) The Company shall have delivered a Certificate, executed on behalf of the Company by its Chief Executive Officer or its Chief Financial Officer, dated as of the Closing Date, certifying to the fulfillment of the conditions specified in subsections (a), (b), (c), (e), (h) and (j) of this Section 6.1.

(g) The Company shall have delivered a Certificate, executed on behalf of the Company by its Secretary, dated as of the Closing Date, certifying the resolutions adopted by the Board of Directors of the Company approving the transactions contemplated by this Agreement (except for the resolutions necessary for the issuance of the Shares at the Closing), the other Transaction Documents, certifying the current versions of the Articles of Association of the Company (as filed with the competent Swiss commercial register as of the Closing Date) and certifying as to the signatures and authority of persons signing the Transaction Documents and related documents on behalf of the Company.

(h) The Company shall have caused to be delivered to each Investor a legal opinion of each of Walder Wyss AG and Goodwin Procter LLP, each such opinion in a form reasonably acceptable to the Investors.

(i) The Company shall have delivered the duly executed Lock-Up Agreements.

(j) There shall have been no Material Adverse Effect with respect to the Company since the date hereof.

(k) The Company shall have delivered the Prospectus and Prospectus Supplement (which may be delivered in accordance with Rule 172 under the Securities Act).

(l) No stop order or suspension of trading shall have been imposed by Nasdaq, the SEC or any other governmental or regulatory body with respect to public trading in the Common Shares.

6.2. Conditions to Obligations of the Company. The Company's obligation to issue the Shares at the Closing is subject to the fulfillment to the satisfaction of the Company on or prior to the Closing Date of the following conditions, any of which may be waived by the Company:

(a) The representations and warranties made by the Investors in Section 5 hereof shall be true and correct as of the date hereof, and shall be true and correct as of the Closing Date with the same force and effect as if they had been made on and as of such date. The Investors shall have performed in all material respects all obligations and covenants herein required to be performed by them on or prior to the Closing Date.

(b) Any Investor purchasing the Shares at the Closing shall have paid in full its issue price to the Company.

6.3. Termination of Obligations to Effect Closing; Effects.

(a) The obligations of the Company, on the one hand, and the Investors, on the other hand, to effect the Closing shall terminate as follows:

(i) Upon the mutual written consent of the Company and Investors that agreed to acquire a majority of the Shares to be issued pursuant to this Agreement;

(ii) By the Company if any of the conditions set forth in Section 6.2 shall have become incapable of fulfillment, and shall not have been waived by the Company;

(iii) By an Investor (with respect to itself only) if any of the conditions set forth in Section 6.1 shall have become incapable of fulfillment, and shall not have been waived by the Investor; or

(iv) By either the Company or any Investor (with respect to itself only) if the Closing has not occurred on or prior to the tenth Trading Day following the date of this Agreement;

provided, however, that, except in the case of clause (i) above, the party seeking to terminate its obligation to effect the Closing shall not then be in breach of any of its representations, warranties, covenants or agreements contained in this Agreement or the other Transaction Documents if such breach has resulted in the circumstances giving rise to such party's seeking to terminate its obligation to effect the Closing.

(b) In the event of termination by the Company or any Investor of its obligations to effect the Closing pursuant to this Section 6.3, written notice thereof shall be given to the other Investors by the Company and the other Investors shall have the right to terminate their obligations to effect the Closing upon written notice to the Company and the other Investors. Nothing in this Section 6.3 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or the other Transaction Documents or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement or the other Transaction Documents.

## 7. Covenants and Agreements of the Company.

7.1. Furnishing of Information. Until the time that no Investor owns the Shares, the Company covenants to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act, provided that the Company is then subject to the reporting requirements of the Exchange Act.

7.2. Nasdaq Listing. The Company will use commercially reasonable efforts to continue the listing and trading of its Common Shares on Nasdaq and, in accordance therewith, will use commercially reasonable efforts to comply in all material respects with the Company's reporting, filing and other obligations under the bylaws or rules of such market or exchange, as applicable.

7.3. Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Shares for purposes of the rules and regulations of any Trading Market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

7.4. Securities Laws Disclosure. The Company shall (a) by the Disclosure Time, issue a press release or file a Current Report on Form 8-K disclosing the material terms of the transactions contemplated hereby, and (b) file a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the SEC within the time required by the Exchange Act. From and after the issuance of such press release, the Company represents to the Investors that it shall have publicly disclosed all material, non-public information delivered to any of the Investors by the Company or any of its subsidiaries, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents.

7.5. Subsequent Equity Sales. From the date hereof until sixty (60) days after the Closing Date, neither the Company nor any subsidiary shall issue, enter into any agreement to issue or announce the issuance or proposed issuance of any Common Shares or Common Share Equivalents. Notwithstanding the foregoing, this Section 7.5 shall not apply in respect of an Exempt Issuance.

7.6. Lock-Up Agreements. The Company shall not amend, modify, waive or terminate any provision of any of the Lock-Up Agreements except to extend the term of the lock-up period and shall enforce the provisions of each Lock-Up Agreement in accordance with its terms. If any party to a Lock-Up Agreement breaches any provision of a Lock-Up Agreement, the Company shall promptly use its best efforts to seek specific performance of the terms of such Lock-Up Agreement.

7.7. Equal Treatment of Investors. No consideration (including any modification of any Transaction Document) shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of the Transaction Documents unless the same consideration is also offered to all of the parties to such Transaction Document. For clarification purposes, this provision constitutes a separate right granted to each Investor by the Company and negotiated separately by each Investor, and is intended for the Company to treat the Investors as a class and shall not in any way be construed as the Investors acting in concert or as a group with respect to the purchase, disposition or voting of Shares or otherwise.

#### 8. Covenants and Agreements of the Investor.

8.1. Short Sales and Confidentiality After the Date Hereof. Each Investor covenants that neither it nor any Affiliates acting on its behalf or pursuant to any understanding with it will trade in the securities of the Company or execute any Short Sales during the period from the date hereof until the earlier of such time as (i) the transactions contemplated by this Agreement are first publicly announced or (ii) this Agreement is terminated in full. Each Investor covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company, such Investor and its Affiliates will maintain the confidentiality of the existence and terms of this Agreement, other than, in each case, to such Person's outside attorney, accountant, auditor or investment advisor only to the extent necessary to permit evaluation of the investment, and the performance of the necessary or required tax, accounting, financial, legal, or administrative tasks and services and other than as may be required by law.

#### 9. Survival and Indemnification.

9.1. Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing of the transactions contemplated by this Agreement for the applicable statute of limitations.

9.2. Indemnification. The Company agrees to indemnify and hold harmless each Investor and its Affiliates, and their respective directors, officers, trustees, members, managers, employees, investment advisers and agents, from and against any and all losses, claims, damages, liabilities and expenses (including without limitation reasonable and documented attorney fees and disbursements and other documented out-of-pocket expenses reasonably incurred in connection with investigating, preparing or defending any action, claim or proceeding, pending or threatened and the costs of enforcement thereof) to which such Person may become subject as a result of any breach of representation, warranty, covenant or agreement made by or to be performed on the part of the Company under the Transaction Documents, and will reimburse any such Person for all such amounts as they are incurred by such Person solely to the extent such amounts have been finally judicially determined not to have resulted from such Person's fraud or willful misconduct.

9.3. Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (c) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and provided, further, that the failure of any indemnified party to give written notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation. No indemnified party will, except with the consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement.

#### 10. Miscellaneous.

10.1. Successors and Assigns. This Agreement may not be assigned by a party hereto without the prior written consent of the Company or each of the Investors, as applicable, provided, however, that an Investor may assign its rights and delegate its duties hereunder in whole or in part to an Affiliate, to one or more funds or accounts managed by the investment manager or investment advisor of the Investor or by an Affiliate of such investment manager or investment adviser, or to a third party acquiring some or all of its Shares in a transaction complying with applicable securities laws without the prior written consent of the Company or the other Investors, provided such assignee agrees in writing to be bound by the provisions hereof that apply to Investors. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Without limiting the generality of the foregoing, in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which the Common Shares are converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "Company" shall be deemed to refer to such Person and the term "Shares" shall be deemed to refer to the securities received by the Investors in connection with such transaction. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

10.2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signatures complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.3. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.4. Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given as hereinafter described (i) if given by personal delivery, then such notice shall be deemed given upon such delivery, (ii) if given by facsimile or e-mail, then such notice shall be deemed given upon receipt of confirmation of complete facsimile transmittal or confirmation of receipt of an e-mail transmission, (iii) if given by mail, then such notice shall be deemed given upon the earlier of (A) receipt of such notice by the recipient or (B) three (3) days after such notice is deposited in first class mail, postage prepaid, and (iv) if given by an internationally recognized overnight air courier, then such notice shall be deemed given one (1) Business Day after delivery to such carrier. All notices shall be addressed to the party to be notified at the address as follows, or at such other address as such party may designate by ten (10) days' advance written notice to the other party:

If to the Company:

CRISPR Therapeutics AG  
Baarerstrasse 14  
6300 Zug, Switzerland  
Facsimile: (866) 499-2813  
Attention: James R. Kasinger  
Email: [\*]

With a copy (which will not constitute notice) to:

Goodwin Procter LLP  
100 Northern Avenue  
Boston, MA 02210  
Attention: Robert E. Puopolo and Marishka DeToy  
Email: [\*] and [\*]

Walder Wyss Ltd  
Seefeldstrasse 123  
8034 Zurich  
Switzerland  
Attention: Alex Nikitine and Iliana Djagova  
Email: [\*] and [\*]

If to the Investors:

Only to the addresses set forth on the signature pages hereto.

10.5. Expenses. The parties hereto shall pay their own costs and expenses in connection herewith regardless of whether the transactions contemplated hereby are consummated. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company), stamp taxes and other taxes and duties levied in connection with the delivery of any Shares to the Investors.

10.6. Amendments and Waivers. Prior to Closing, no amendment or waiver of any provision of this Agreement will be effective with respect to any party unless made in writing and signed by a duly authorized representative of such party. Following the Closing, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and each Investor. Notwithstanding the foregoing, this Agreement may not be amended and the observance of any term of this Agreement may not be waived with respect to any Investor without the written consent of such Investor unless such amendment or waiver applies to all Investors in the same fashion. Any amendment or waiver effected in accordance with this paragraph shall be binding upon (i) prior to Closing, each Investor that signed such amendment or waiver and (ii) following the Closing, each holder of any the Shares purchased under this Agreement at the time outstanding, and in each case, each future holder of all such Shares and the Company.

10.7. Publicity. Except as set forth below, no public release or announcement concerning the transactions contemplated hereby shall be issued by the Investors without the prior consent of the Company, except as such release or announcement may be required by law or the applicable rules or regulations of any securities exchange or securities market, in which case the Investors shall allow the Company reasonable time to comment on such release or announcement in advance of such issuance. Notwithstanding the foregoing, each Investor may identify the Company and the value of such Investor's security holdings in the Company in accordance with applicable investment reporting and disclosure regulations or internal policies without prior notice to or consent from the Company (including, for the avoidance of doubt, filings pursuant to Sections 13 and 16 of the Exchange Act). The Company and the Investors shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and the Company shall not issue any such press release nor otherwise make any such public statement without the prior consent of the Investors, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the Company shall promptly provide the Investors with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Investor, or include the name of any Investor in any filing with the SEC or any regulatory agency or Trading Market, without the prior written consent of such Investor, except (a) as required by federal securities law in connection with the filing of final Transaction Documents with the SEC and (b) to the extent such disclosure is required by law or Trading Market regulations. In addition, the Company will make such other filings and notices in the manner and time required by the SEC or Nasdaq.

10.8. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

10.9. Entire Agreement. This Agreement, including the signature pages and Exhibits, and the other Transaction Documents between the Company and each Investor constitute the entire agreement among the parties hereof with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof.

10.10. Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

10.11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("Related Proceedings") may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court (a "Related Judgment"), as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum. The Company hereby appoints CRISPR Therapeutics, Inc., 105 W First St., South Boston, MA 02127 as its authorized agent (the "Authorized Agent") upon whom process may be served in any suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated herein that may be instituted in any State or U.S. federal court in The City of New York and County of New York, by each Investor, the directors, officers, employees, affiliates and agents of each Investor, or by any person who controls each Investor, and expressly accepts the exclusive jurisdiction of any such court in respect of any such suit, action or proceeding. The Company hereby represents and warrants that the Authorized Agent has accepted such appointment and has agreed to act as said agent for service of process, and the Company agrees to take any and all action, including the filing of any and all documents that may be necessary to continue such appointment in full force and effect as aforesaid. Service of process upon the Authorized Agent shall be deemed, in every respect, effective service of process upon the Company. Notwithstanding the foregoing, any action arising out of or based upon this Agreement may be instituted by each Investor, the directors, officers, employees, affiliates and agents of each Investor, or by any person who controls each Investor, in any court of competent jurisdiction in Switzerland. The provisions of this paragraph shall survive any termination of this Agreement.

10.12. Independent Nature of Investors' Obligations and Rights. The obligations of each Investor under any Transaction Document are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor under any Transaction Document. The decision of each Investor to acquire the Shares pursuant to the Transaction Documents has been made by such Investor independently of any other Investor. Nothing contained herein or in any Transaction Document, and no action taken by any Investor pursuant thereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Investor acknowledges that no other Investor has acted as agent for such Investor in connection with making its investment hereunder and that no Investor will be acting as agent of such

Investor in connection with monitoring its investment in the Shares or enforcing its rights under the Transaction Documents. Each Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. The Company acknowledges that each of the Investors has been provided with the same Transaction Documents for the purpose of closing a transaction with multiple Investors and not because it was required or requested to do so by any Investor. It is expressly understood and agreed that each provision contained in this Agreement is between the Company and an Investor, solely, and not between the Company and the Investors collectively and not between and among the Investors.

*[remainder of page intentionally left blank]*

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**EXHIBIT A**

[Intentionally omitted pursuant to Item 601 of Regulation S-K.]

**EXHIBIT B**

**SUBSCRIPTION FORM**

Making reference to the contemplated capital increase of CRISPR Therapeutics AG (the “**Company**”) from CHF 2,506,150.41 through the issuance of [•] fully paid-in shares with a nominal value of CHF 0.03 each, to CHF [•] the undersigned

[*Investor name*],

acting in its own name and for its own account hereby subscribes for [•] common shares with a nominal value of CHF 0.03 each, with a total nominal value of CHF [•] and irrevocably and unconditionally undertakes to pay the total subscription price of CHF [•] not later than 5:00 p.m. (Zurich Time) on February [•], 2024 to the following bank account:

[*Bank account details*]

The undersigned has taken note of the articles of association of the Company as well as the resolution taken on the shareholders’ meeting of June 8, 2023, the resolution to be taken on the meeting of the Board of Directors on or around February [•], 2024, the investment agreement concluded [among others] between the Company as issuer and the undersigned, [*investor name*] on or around February [•] 2024.

This Subscription Form is valid until March [•] 2024.

[*Signatures are on the following page*]

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**Investor:** \_\_\_\_\_

Place, date

Name: \_\_\_\_\_

Function: \_\_\_\_\_

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**EXHIBIT C**

[Intentionally omitted pursuant to Item 601 of Regulation S-K.]