

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): May 23, 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 Symbol(s)	Name of each exchange 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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Julianne Bruno as Chief Operating Officer

On May 23, 2024, CRISPR Therapeutics AG (the “Company”) announced the promotion of Julianne Bruno, currently the Company’s Senior Vice President and Head of Programs & Portfolio, to be the Company’s Chief Operating Officer effective as of May 23, 2024.

Since March 2023, Ms. Bruno, aged 38, has served as the Company’s Senior Vice President and Head of Programs & Portfolio Management. Ms. Bruno joined the Company in April 2019 and has held several positions with increasing responsibilities, including leading the hemoglobinopathy partnership program with Vertex Pharmaceuticals Incorporated from the early clinical stage to the present day. In addition, Ms. Bruno has also been responsible for overseeing the Company’s immuno-oncology trials and program management function, which spans across all of the program areas (hemoglobinopathies, immuno-oncology, regenerative medicine, *in vivo*) and partnerships. Before joining the Company in April 2019, Ms. Bruno worked at McKinsey & Company from August 2015 to March 2019 where she was a leader in the biotech practice and served a number of biotechnology companies on a wide range of commercial topics. Ms. Bruno received her M.B.A. from The Wharton School and also holds an A.B. from Princeton University.

Employment Agreement with Ms. Bruno

In connection with Ms. Bruno’s appointment to the position of Chief Operating Officer, the Company’s wholly owned subsidiary, CRISPR Therapeutics, Inc (“CRISPR Inc.”), entered into an Employment Agreement with Ms. Bruno (the “Employment Agreement”), dated May 23, 2024.

Under the Employment Agreement, Ms. Bruno will receive an annual salary of \$460,000 and she will be eligible to participate in the Company’s annual bonus program, with a target bonus of 45% of her annual base salary. Ms. Bruno’s bonus for 2024 will be pro-rated to reflect the effective date of her promotion. Ms. Bruno will also be eligible to participate in the Company’s 2018 Stock Option and Incentive Plan, and in connection with her promotion to Chief Operating Officer, she will receive a one-time grant of 20,000 restricted stock units corresponding to an equivalent number of the Company’s common shares (the “RSU Award”). Twenty-five percent of the RSU Award will vest on the first, second, third and fourth anniversary of the grant date of such award, subject, in each case, to Ms. Bruno’s continued service with CRISPR Inc., the Company or any other subsidiary of the Company. Ms. Bruno will be eligible to participate in the Company’s 401(k) plan, health plans and other benefits on the same terms as all other Company employees.

Under the Employment Agreement, in the event CRISPR Inc. terminates her employment without Cause, or Ms. Bruno resigns for Good Reason (both as defined in the Employment Agreement), the terminating party will be required to give six months’ notice (the “Notice Period”). During the Notice Period, Ms. Bruno shall continue to be entitled to all compensation under the Employment Agreement, and all stock options and equity-based awards shall continue to vest from the date notice of termination is given until the last day of the Notice Period. In addition, Ms. Bruno will be entitled to receive a pro-rated bonus for the duration of the Notice Period.

No later than 15 days following the delivery of notice by CRISPR Inc. to Ms. Bruno of a termination without Cause or the delivery of a notice of resignation by Ms. Bruno for Good Reason, Ms. Bruno will be placed on “administrative leave.” During this period of administrative leave, Ms. Bruno may enter into consulting arrangements and accept board positions with other companies and will be allowed to engage in other employment, so long as that employment does not interfere with her obligations under the Employment Agreement. However, Ms. Bruno will continue to be entitled to all compensation under the Employment Agreement through the administrative leave period, which terminates at the end of the Notice Period.

If Ms. Bruno’s employment is terminated by CRISPR Inc. without Cause or by Ms. Bruno for Good Reason, in each case, within 12 months following a Change in Control (as defined in the Employment Agreement), the Notice Period will become 12 months and all equity awards held by Ms. Bruno on such date that the notice of termination or resignation is delivered will vest, or similar other restrictions will expire, and such awards will become exercisable or nonforfeitable, subject to her execution of a release of any claims in favor of CRISPR Inc. However, in the event that CRISPR Inc. determines at the time of the Change in Control, in its sole discretion and in reliance on opinion of counsel, that the acceleration described in the preceding sentence is not permissible under applicable law, all stock options and stock-based awards held by Ms. Bruno as of the date of the Change in Control, shall vest and become exercisable or nonforfeitable as of the date of the Change in Control.

There are no transactions between Ms. Bruno and the Company subject to disclosure pursuant to Item 404(a) of Regulation S-K and there is no arrangement or understanding between Ms. Bruno and any other persons or entities pursuant to which Ms. Bruno was appointed as officer of the Company. There are no family relationships between Ms. Bruno and any of our directors or executive officers.

The foregoing description of the material terms of Ms. Bruno's employment arrangement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employment Agreement, a copy of which is filed hereto as Exhibit 10.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1*	Employment Agreement, dated May 23, 2024, by and between CRISPR Therapeutics, Inc. and Julianne Bruno
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

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 thereunto duly authorized.

CRISPR Therapeutics AG

Date: May 23, 2024

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

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made as of the 23rd day of May, 2024 between CRISPR Therapeutics, Inc., a Delaware corporation (the “Company”), and Julianne Bruno (the “Executive” and, together with the Company, the “Parties” or each individually, a “Party”).

WHEREAS, this Employment Agreement shall become effective upon the later of the (i) full execution by both Parties; or (ii) ten (10) business days after the Company provided Executive with notice of this Agreement and the Exhibits (the “Effective Date”).

WHEREAS, the Company is a wholly owned subsidiary of CRISPR Therapeutics AG (“Parent” or “CRISPR AG”);

WHEREAS, Parent and the Company are each subject to the Swiss Ordinance act against excessive compensation in listed companies as a result of the of listing of the common shares of Parent on the Nasdaq Global Market; and

WHEREAS, the Company and the Executive are parties to that certain offer letter dated on or about February 11, 2019 (such agreement, as in effect, is referred to as the “Prior Agreement”).

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

1. Position and Duties. The employment of the Executive by the Company will commence on the date hereof. The Executive will serve as the Chief Operating Officer of the Company. The Executive shall have responsibilities and duties consistent with such position and such other responsibilities and duties as may from time to time be prescribed by the Chief Executive Officer of the Company (the “CEO”) which are not inconsistent with the Executive’s skills and experience or Executive’s ability to discharge Executive’s responsibilities in the positions noted above. The Executive shall devote the Executive’s full working time and efforts to the business and affairs of the Company except as otherwise permitted under Section 3(b)(i). Notwithstanding the foregoing, the Executive may engage in trade association, advisory, board business, charitable or other community activities, as long as such services and activities are disclosed to the Board of Directors of Parent (the “Board”) and do not materially interfere with the Executive’s performance of the Executive’s duties to the Company as provided in this Agreement. During the period which the Executive is employed pursuant to this Agreement (the “Employment Period”), the Executive’s principal place of employment will be in the Greater Boston, Massachusetts area; however, the Company may require the Executive to travel temporarily to other locations in connection with the Company’s business.

2. Compensation and Related Matters.

(a) Base Salary. During the Employment Period, the Company shall pay the Executive, as compensation for the performance of the Executive's duties and obligations under this Agreement, an annual base salary of \$460,000 payable in a manner that is consistent with the Company's usual payroll practices for senior executives. The Executive's base salary shall be reviewed annually by each of the Compensation Committee of the Board or any successor to such committee (the "Committee") and the Board or for adjustment. Such adjustment, if any, shall be within the sole discretion of the Board. The annual base salary in effect at any given time is referred to herein as "Base Salary." The Base Salary shall not be reduced at any time without the express written consent of the Executive.

(b) Annual Bonus. During the Employment Period, the Executive shall be eligible to receive an annual target bonus (a "Bonus") if, as reasonably determined by the Board or, to the extent delegated by the Board, the Committee one or more of the performance targets annually determined by the Board or the Committee ("Performance Targets") is achieved. If all of the Performance Targets are achieved, the Bonus will equal not less than (and may exceed) forty-five percent of the Executive's Base Salary (the "Target Bonus"). In the event that less than all of the Performance Targets are met by Executive, the Bonus paid in respect of this paragraph may be less than the Target Bonus. Except as set forth in Sections 4 and 5(a) hereof, the Executive must be employed by the Company on the day any such earned Bonus is paid which shall be not later than 2½ months after the end of each calendar year. The Executive's target bonus opportunity as a percentage of Base Salary may be reviewed periodically and adjusted in the sole discretion of the Board. After any such adjustment, the term "Target Bonus" shall refer to the increased amount. The Target Bonus shall not be reduced at any time without the express prior written consent of the Executive.

(c) Equity Compensation. The Executive shall be eligible to participate in Parent's equity incentive plan according to its terms and conditions, as defined by Parent from time to time in its sole discretion. Both entitlement to any equity awards and the amount shall be determined by Parent in its sole discretion.

(d) Expenses. During the Employment Period, the Executive shall be entitled to receive reimbursement for all reasonable expenses incurred by Executive in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(e) Other Benefits. During the Employment Period, the Executive shall be entitled to participate in or receive benefits under any employee benefit plan or arrangement currently maintained or which may, in the future, be made available by the Company generally to its executives and key management employees, subject to and on a basis consistent with the terms, conditions and overall administration of such plan or arrangement. Any payments or benefits payable to the Executive under a plan or arrangement referred to in this Section 2(e) in respect of any calendar year during which the Executive is employed by the Company for less than the whole of such year shall, unless otherwise provided in the applicable plan or arrangement, be prorated in accordance with the number of days in such calendar year during which the Executive is so employed. Should any such payments or benefits accrue on a fiscal

(rather than calendar) year, then the proration in the preceding sentence shall be on the basis of a fiscal year rather than calendar year.

(f) Vacations. The Executive shall be entitled to accrue up to 20 paid vacation days in each year, which shall be accrued ratably. In other respects, the Company's vacation policy as the same may then be in effect shall apply to vacations.

(g) Approval by Shareholders' Meeting and Mandatory Law. Any compensation (including bonus, equity awards and fringe benefits) to be paid under this Agreement, is, to the extent required by Swiss laws and the Parent's Article of Association, subject to approval by the general meeting of shareholders' of Parent. In the event of a conflict between this Agreement and applicable mandatory Swiss law, the Company shall have the right to unilaterally modify the Agreement to the extent necessary to comply with mandatory law with immediate effect.

(h) Indemnification and D&O Insurance. CRISPR AG shall indemnify the Executive (including the advance of expenses) to the maximum extent permitted by applicable law and shall provide directors and officers insurance coverage on the same basis as all other directors and officers of CRISPR AG and its affiliates.

(i) Non-US Taxes. If the Executive is subject to taxes outside the United States in connection with any compensatory payments made to the Executive for services performed under this Agreement, the Company will pay on the Executive's behalf the costs of professional tax preparation in the applicable jurisdiction by a nationally recognized firm experienced in preparing personal income tax returns in the applicable non-U.S. jurisdiction and in the United States (the "Tax Professional") selected by the Company and acceptable to the Executive (such acceptance not to be unreasonably withheld, conditioned or delayed) for each year during which the Executive is subject to such non-U.S. taxes. The Company will further pay the Executive an amount sufficient to leave the Executive in a net after-tax position equivalent to what the Executive would experience if the Executive were subject only to U.S. Federal, state and local income taxes and had not provided the services of the Tax Professional during any such year (an "Equalization Payment"). The Company will engage the Tax Professional at the Company's cost to determine the amount of any Equalization Payment due to the Executive. Any Equalization Payment will be made as soon as reasonably promptly following such determination but in any event not later than the end of the year following the year in which the Executive pays the relevant taxes.

3. Termination.

(a) General. The Executive's employment shall continue until it is terminated in accordance with this Agreement. Upon service of a Notice of Termination (as defined below), the Executive shall resign from all offices and functions assumed in relation to this Agreement effective upon first request of the Company.

(b) Termination by the Company without Cause or by Executive for Good Reason; Notice Period. In the event that the Company elects to terminate the Executive's employment without Cause (as defined below) or the Executive elects to resign from Executive's employment with Good Reason (as defined below) (in either case an "Involuntary Departure"),

the Party electing to end the employment relationship shall provide the other Party with a Notice of Termination (as defined below) of the Involuntary Departure specifying a notice period (the “Notice Period”) of six (6) months, effective as per the end of a calendar month; provided that, in the case that the Notice of Termination of an Involuntary Departure is provided within the 12 month period following a Change in Control (the “Change in Control Period” or “CIC Period”), then the Notice Period shall be 12 months.

(i) During the Notice Period following a Notice of Termination of an Involuntary Departure, the Executive shall continue to be available to provide services to the extent requested by the Company or the Board, provided at any time during the Notice Period the Company may replace the Executive’s position and/or direct the Executive to perform other or reduced work; provided further that, upon the 15th day following such Notice of Termination (or such earlier date as the Company shall determine in its sole discretion), the Company shall release the Executive from the Executive’s working obligations pursuant to Section 3(b)(i) (except to the extent the parties otherwise agree) and place the Executive on administrative leave for the remainder of the Notice Period (“Administrative Leave”). During such Administrative Leave, the Executive (A) may enter into consulting arrangements and accept board positions provided such outside business activities do not interfere with Executive’s obligations under this Agreement including without limitation, pursuant to Section 7 and (B) shall be free to engage in other employment provided that such employment does not interfere with Executive’s obligations under this Agreement including without limitation, pursuant to Section 7. The Company shall be prohibited during the Administrative Leave from reducing any compensation to which the Executive is entitled to receive during the remainder of the Notice Period pursuant to Section 3(b)(ii).

(ii) With respect to compensation during the Notice Period following a Notice of Termination of an Involuntary Departure, and subject to (i) the Executive signing, within 30 days following the date that the Notice of Termination is given, a Release of Claims in a form reasonably required by the Company containing, among other provisions, a general release of claims in favor of the Company and related persons and entities (subject to customary exclusions including Executive’s rights under this Agreement, rights relating to outstanding equity awards granted under the various equity plans maintained by CRISPR AG, rights under the Company’s 401(k) plan, rights to indemnification and D&O insurance as described in Section 2(i) above and claims that cannot be waived as a matter of law), confidentiality, return of property and non-disparagement, a reaffirmation of all of the Executive’s Continuing Obligations and, in the Company’s sole discretion, a one-year post-employment noncompetition agreement as set forth in Section 7(c) below, and shall provide that if the Executive breaches any of the Executive’s Continuing Obligations, all payments under this Agreement shall immediately cease (the “Release”) and (ii) Section 6, the Executive: (A) shall continue to receive the Base Salary (without regard to any reduction in Base Salary that would provide a basis for the Executive to resign for Good Reason) and employee benefits consistent with the Company’s then existing benefits plans and programs; (B) shall be entitled to receive an amount equal to the Target Bonus (without regard to any reduction in Target Bonus that would provide a basis for the Executive to resign for Good Reason) with respect to the Notice Period (i.e., a prorated Target Bonus based upon the number of

days in the applicable Notice Period), which amount shall be payable no more than 60 days after the Notice of Termination (provided that if the 60-day period begins in one calendar year and ends in a second calendar year, such Target Bonus shall be paid in the second calendar year); (C) shall continue to vest through the last day of the Notice Period in any time-based equity awards outstanding as of the date the Notice of Termination is given; provided, and notwithstanding the foregoing, Section 5(a) may apply if the Notice of Termination of an Involuntary Departure occurs during a CIC Period, and (D) shall not continue to accrue vacation under Section 2(f).

(iii) If during the Notice Period following a Notice of Termination of an Involuntary Departure, the Company terminates the Executive's employment for Cause, then the Company shall provide a restated Notice of Termination and the Notice Period shall end on the earlier date set forth in the restated Notice of Termination.

(c) Death. The Executive's employment hereunder shall terminate upon Executive's death.

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

(e) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause.

(f) Termination by the Executive Without Good Reason. The Executive may terminate Executive's employment hereunder at any time without Good Reason.

(g) Definitions:

(i) Cause. For purposes of this Agreement, "Cause" shall mean: (i) the Executive's commission of any felony or commission of any crime involving fraud, dishonesty or moral turpitude; (ii) the Executive's commission or attempted commission of or participation in a fraud or act of dishonesty against the Company; (iii) the

Executive's material breach of any contract or agreement between the Executive and the Company or the Executive's material breach of any legal duty Executive owes to the Company; (iv) conduct by the Executive that constitutes insubordination, incompetence or neglect of duties; (v) the Executive's failure to perform the duties, functions and responsibilities of the Executive's position; or (vi) the Executive's failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation; provided, however, the actions or conduct described in clauses (iv) and (v) above shall only constitute Cause if the Company provides the Executive with written notice thereof and the Executive has not, within 30 days of receipt such written notice, discontinued the cited conduct or remedied the failure to perform and further provided that lawful actions taken by the Executive in the exercise of Executive's rights under the United States Constitution shall not constitute a breach of subsection (vi) above.

(ii) Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) a material diminution in the Executive's responsibilities, authority and function, an adverse change to Executive's job title, or a change in Executive's reporting relationship that results in the Executive no longer reporting directly to the CEO; (ii) a material reduction in Base Salary except pursuant to a salary reduction program affecting substantially all of the employees of the Company, provided that it does not adversely affect the Executive to a greater extent than other similarly situated employees; (iii) a material change in the principal geographic location at which the Executive provides services to the Company outside of the Greater Boston, Massachusetts area; or (iv) the material breach of this Agreement by the Company (each a "Good Reason Condition"). Good Reason Process shall mean that (i) the Executive reasonably determines in good faith that a Good Reason Condition has occurred; (ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within 60 days of the occurrence of such condition; (iii) the Executive cooperates in good faith with the Company's efforts, for a period not less than 30 days following such notice (the "Cure Period"), to remedy the Good Reason Condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) the Executive terminates employment within 60 days after the end of the Cure Period. If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(iii) Notice of Termination. Except for termination as specified in Section 3(c), any termination of the Executive's employment by either the Company or the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(iv) Date of Termination. For purposes of this Agreement, "Date of Termination" shall mean: (i) if the Executive's employment is terminated by death, the

date of death; (ii) if the Executive's employment is terminated on account of disability under Section 3(d) or by the Company for Cause under Section 3(e), the date on which Notice of Termination is given; (iii) if the Executive's employment terminates as a result of an Involuntary Departure under Section 3(b), the last day of the Notice Period; (iv) if the Executive's employment is terminated by the Executive under Section 3(f) without Good Reason, 30 days after the date on which a Notice of Termination is given (unless the Company waives all or part of the thirty (30) day period).

4. Compensation Upon Termination. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) (i) any Base Salary earned through the Date of Termination; (ii) unpaid expense reimbursements (subject to, and in accordance with Section 2(d) of this Agreement); (iii) subject to Section 3(b)(ii)(D), unused vacation that accrued through the Date of Termination; and (iv) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (together, the "Accrued Benefit") on or before the time required by law but in no event more than 30 days after the Executive's Date of Termination.

5. Change in Control.

(a) Acceleration of Vesting. In the event a Notice of Termination of an Involuntary Termination occurs during the CIC Period, and subject to the Executive signing, within 60 days following the Notice of Termination, a Release and the Release becoming effective and non-revocable within such 60-day period, all time based stock options and time based stock-based awards held by the Executive as of the date of the Notice of Termination, shall vest and become exercisable or nonforfeitable. Notwithstanding the foregoing, if, at the time of a Change in Control, the Company determines in its sole discretion, in reliance upon an opinion of counsel in form and substance satisfactory to the Company, that the acceleration in the prior sentence would not be permissible under applicable law, then in lieu of the acceleration in the prior sentence, all time based stock options and time based stock-based awards held by the Executive as of the date of such Change in Control, shall vest and become exercisable or nonforfeitable as of the date of such Change in Control.

(b) Excise Tax.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Parachute Payments"), would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), the following provisions shall apply:

(A) If the Parachute Payments, reduced by the sum of (1) the Excise Tax and (2) the total of the Federal, state, and local income and employment taxes payable by the Executive on the amount of the Parachute Payments which are in excess of the Threshold Amount, are greater than or equal

to the Threshold Amount, the Executive shall be entitled to the full benefits payable under this Agreement.

(B) If the Threshold Amount is less than (x) the Parachute Payments, but greater than (y) the Parachute Payments reduced by the sum of (1) the Excise Tax and (2) the total of the Federal, state, and local income and employment taxes on the amount of the Parachute Payments which are in excess of the Threshold Amount, then the Parachute Payments shall be reduced (but not below zero) to the extent necessary so that the sum of all Parachute Payments shall not exceed the Threshold Amount. In such event, the Parachute Payments shall be reduced in the following order: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits. To the extent any payment is to be made over time (*e.g.*, in installments, etc.), then the payments shall be reduced in reverse chronological order.

(ii) For the purposes of this Section 5(c), “Threshold Amount” shall mean three times the Executive’s “base amount” within the meaning of Section 280G(b)(3) of the Code and the regulations promulgated thereunder less one dollar (\$1.00); and “Excise Tax” shall mean the excise tax imposed by Section 4999 of the Code, and any interest or penalties incurred by the Executive with respect to such excise tax.

(iii) All calculations and determinations under Sections 5(c)(i) and 5(c)(ii) shall be made by an independent accounting firm or independent tax counsel appointed by the Company (the “Tax Counsel”) whose determinations shall be conclusive and binding on the Company and the Executive for all purposes. For purposes of making the calculations and determinations required by Sections 5(c)(i) and 5(c)(ii), the Tax Counsel may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Company and the Executive shall furnish the Tax Counsel with such information and documents as the Tax Counsel may reasonably request in order to make its determinations under Sections 5(c)(i) and 5(c)(ii). The Company shall bear all costs the Tax Counsel may reasonably incur in connection with its services.

(c) Definitions. For purposes of this Agreement, “Change in Control” shall mean any of the following:

(i) any “person,” as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Act”) (other than Parent, any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of Parent or any of its subsidiaries), together with all “affiliates” and “associates” (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the “beneficial owner” (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of Parent representing 50 percent or more of the combined voting power of the Company’s then outstanding securities having

the right to vote in an election of the Board (“Voting Securities”) (in such case other than as a result of an acquisition of securities directly from Parent); or

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

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

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

6. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive’s separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive’s separation from service would be considered deferred compensation subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive’s separation from service, or (B) the Executive’s death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. Solely for purposes of Section 409A of the Code, each installment payment under this Agreement is considered a separate payment.

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

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

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

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

7. Proprietary Information, Noncompetition and Cooperation.

(a) Confidentiality and Assignment Agreement. The Executive has entered into the Proprietary Information and Inventions Agreement (the “Confidentiality and Assignment Agreement”), attached hereto as Exhibit A, the terms of which are incorporated by reference as material terms of this Agreement. For purposes of this Agreement, the obligations in this Section 7 and those that arise in the Confidentiality and Assignment Agreement, and any other agreement relating to confidentiality, assignment of inventions, or other restrictive covenants shall collectively be referred to as the “Continuing Obligations.”

(b) Non-Solicitation. In order to protect the Company’s proprietary information and good will, during the Executive’s employment with the Company and for a period of twelve (12) months following the (i) the delivery of a Notice of Termination, in the case of an Involuntary Departure or (ii) the termination of the Executive’s employment for any other reason (the “Restricted Period,”) the Executive will not, directly or indirectly, in any

manner, other than for the benefit of the Company (i) divert or take away customers of the Company or any of its suppliers; and/or (ii) solicit, entice, attempt to persuade any other employee or consultant of the Company to leave the Company for any reason (other than the termination of subordinate employees undertaken in the course of the Executive's employment with the Company). The Executive acknowledges and agrees that if the Executive violates any of the provisions of this paragraph 7(b), the running of the Restricted Period will be extended by the time during which the Executive engages in such violation(s).

(c) Noncompetition. The Executive acknowledges and agrees that in consideration and as a condition of the Executive's promotion by the Company and in exchange for, among other things, the benefits contained in this Agreement, including without limitation the opportunity to receive enhanced post-employment severance benefits, which the Executive acknowledges and agrees is fair and reasonable consideration that is independent from the continuation of the Executive's employment, during the Restricted Period the Executive will not directly or indirectly, whether as owner, partner, shareholder, director, manager, consultant, agent, employee, co-venturer or otherwise, engage, participate or invest in any Competing Business anywhere in the world. For purposes hereof, the term "Competing Business" shall mean any entity engaged in the discovery, development or commercialization of gene editing technology for human therapeutics. Notwithstanding anything to the contrary in this Agreement, nothing contained hereinabove or hereinbelow shall be deemed to prohibit the Executive from (i) acquiring, solely as an investment, shares of capital stock (or other interests) of any corporation (or other entity) not exceeding 2% of such corporation's (or other entity's) then outstanding shares of capital stock (or equity interest), or (ii) working for a line of business, division or unit of a larger entity that competes with the Company as long as the Executive's activities for such line of business, division or unit do not involve work by the Executive on matters that are directly competitive with the Company's business. Notwithstanding the foregoing, this Section 7(c) shall not be enforceable during the post-employment portion of the Restricted Period if the Executive is terminated by the Company without Cause, is laid off from employment or if the Company elects to waive the restrictions set forth in this Section 7(c). If Section 7(c) is enforced during the post-employment portion of the Restricted Period, the Company shall pay the Executive at the rate of 50% of the highest annualized base salary paid to the Executive within the two year period preceding the last day of Executive's employment (the "Garden Leave Pay") during the post-employment portion of the Restricted Period. During the Restricted Period Executive will promptly (and immediately upon request) notify the Company of any change in address and each subsequent employer or business activity including the name and address of employer or other post-Company plans and the nature of Executive's activities. The Company's election not to provide post-employment Garden Leave Pay shall be deemed a waiver of Executive's post-employment noncompetition obligations under this Section 7(c). In no event will Garden Leave Pay be duplicative of other pay and the Executive agrees that any Garden Leave Pay received pursuant to this Section 7(c) shall reduce (and shall not be in addition to) any other pay that the Executive may be entitled to receive during the post-employment portion of the Restricted Period. The Executive acknowledges having been advised by the Company of the right to consult with counsel regarding the noncompetition restrictions contained in this Section 7(c) prior to executing this Agreement.

(d) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall use reasonable efforts to cooperate with the Company in the

defense or prosecution of any claims or actions now in existence or that may be brought in the future against or on behalf of the Company that relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive shall use reasonable efforts to cooperate with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 7(d) and pay the Executive an hourly rate based on the Executive's annual base salary rate in effect immediately prior to the Executive's last day of employment with the Company. In no event shall the services under this Section exceed five (5) hours per month or 20 hours in any year and in no event shall the Executive be required to provide such services beyond the second anniversary of Executive's last day of employment with the Company.

(e) Injunction. The Executive agrees that it would be difficult to measure any damages caused to the Company that might result from any breach by the Executive of the promises set forth in this Section 7 and the Confidentiality and Assignment Agreement, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, subject to Section 8 of this Agreement, the Executive agrees that if the Executive breaches, or proposes to breach, any portion of this Agreement and the Confidentiality and Assignment Agreement, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

(f) Protected Reporting; Defend Trade Secrets Act Immunity. Nothing in this Agreement or the Confidentiality and Assignment Agreement, and nothing in any policy or procedure, in any other confidentiality, employment, separation agreement or in any other document or communication from the Company limits the Executive's ability to file a charge or complaint with any government agency concerning any acts or omissions that the Executive may believe constitute a possible violation of federal or state law or making other disclosures that are protected under the whistleblower provisions of applicable federal or state law regulation or affects the Executive's ability to communicate with any government agency or otherwise participate in any investigation or proceeding that may be conducted by a government agency, including by providing documents or other information, without notice to the Company. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful

employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association (“AAA”) in Boston, Massachusetts in accordance with the Employment Arbitration Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity’s agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 8 shall be specifically enforceable. Notwithstanding the foregoing, this Section 8 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 8.

9. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 8 of this Agreement, the parties hereby agree that the Middlesex County Superior Court of The Commonwealth of Massachusetts shall have exclusive jurisdiction of such dispute, provided that the Company and the Executive agree that all civil actions related to Section 7(c) of this Agreement shall be brought in the county of Suffolk, Massachusetts and that the superior court or the business litigation session of the superior court shall have exclusive jurisdiction. Accordingly, with respect to any such court action, the Executive submits to the personal jurisdiction of such courts.

10. Integration. This Agreement and the Confidentiality and Assignment Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, including the Prior Agreement, between the Parties concerning such subject matter.

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

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

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

and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

15. Waiver. Except as otherwise provided in Section 7(c), no waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the CEO and a copy of such notice shall be sent to CRISPR AG, Attention: General Counsel, at the main offices of CRISPR AG.

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

18. Governing Law. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles of such Commonwealth. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the First Circuit.

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

20. Assignment and Transfer by the Company. The Company will have the right to assign and/or transfer this Agreement to its affiliates, successors and assigns. The Executive expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whose employ the Executive may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

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

CRISPR THERAPEUTICS, INC.

By: /s/ Megan Menner
Megan Menner
Head of Human Resources

EXECUTIVE

/s/ Julianne Bruno
Julianne Bruno

EXHIBIT A

Confidentiality and Assignment Agreement

