
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

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

Date of Report (Date of earliest event reported): June 11, 2018

SANGAMO THERAPEUTICS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-30171
(Commission
File Number)

68-0359556
(IRS Employer
Identification No.)

501 Canal Blvd., Richmond, California 94804
(Address of Principal Executive Offices) (Zip Code)

(510) 970-6000
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- 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))

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

Emerging growth company

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

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

On June 11, 2018, at the 2018 annual meeting of stockholders (the “Annual Meeting”) of Sangamo Therapeutics, Inc. (the “Company”), the Company’s stockholders approved the Sangamo Therapeutics, Inc. 2018 Equity Incentive Plan (the “2018 Plan”) and an amendment to the Sangamo Therapeutics, Inc. 2010 Employee Stock Purchase Plan (the “Purchase Plan”) to increase the number of shares of the Company’s common stock reserved for issuance under the Purchase Plan by 2,500,000 shares (the “Purchase Plan Amendment”).

The 2018 Plan and the Purchase Plan Amendment previously had been approved, subject to stockholder approval, by the Compensation Committee of the Board of Directors (the “Compensation Committee”) of the Company. The 2018 Plan and the Purchase Plan Amendment became effective immediately upon stockholder approval at the Annual Meeting.

The terms of the 2018 Plan provide for the grant of incentive stock options, nonstatutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, other stock awards, and performance stock awards that may be settled in cash, stock, or other property. The 2018 Plan is intended to be the successor to the Company’s Amended and Restated 2013 Stock Incentive Plan (the “2013 Plan”) and as a result of the approval by the stockholders of the 2018 Plan at the Annual Meeting, no additional stock awards will be granted under the 2013 Plan. The total number of shares of the Company’s common stock available for issuance under the 2018 Plan (subject to adjustment for certain changes in the Company’s capitalization) is equal to the sum of: (i) 1,703,464 shares of common stock remaining available for the grant of new awards under the 2013 Plan as of immediately prior to June 11, 2018, plus (ii) 8,800,000 newly reserved shares of common stock, plus (iii) up to 8,627,761 shares of common stock represented by outstanding awards granted under the 2013 Plan and the Company’s 2004 Stock Incentive Plan (together the “Prior Plans”) that may become available for grant under the 2018 Plan as such shares become available from time to time (such shares, the “Prior Plans’ Returning Shares”). Such Prior Plans’ Returning Shares become available for issuance under the 2018 Plan if outstanding stock awards granted under the Prior Plans, from and after the Effective Date: (i) are not issued because the stock award expires or otherwise terminates without all of the shares covered by the stock award having been issued or is settled in cash, or (ii) are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required for the vesting of such shares. Eligible participants under the 2018 Plan include the Company’s employees, consultants and directors, including the Company’s executive officers.

On June 12, 2018, the Compensation Committee adopted and approved the forms of stock option agreements and restricted stock unit award agreements for the Company’s employees and non-employee directors under the 2018 Plan, the forms of which are filed as Exhibits 99.2 through 99.7 hereto and incorporated by reference herein.

A more detailed summary of the material features of the 2018 Plan, including the terms of stock option and restricted stock unit grants thereunder, and of the Purchase Plan Amendment, are set forth in the Company’s definitive proxy statement (as revised) for the Annual Meeting filed with the Securities and Exchange Commission (the “SEC”) on April 24, 2018 (the “Proxy Statement”). Those summaries and the foregoing descriptions are qualified in their entirety by reference to the full text of the 2018 Plan, the forms stock option agreements and restricted stock unit award agreements thereunder, and the Purchase Plan, as amended, which are filed as Exhibits 99.1 through 99.8 hereto and incorporated by reference herein.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On June 11, 2018, the Board of Directors of the Company (the “Board”) approved and adopted the Third Amended and Restated Bylaws of the Company (the “Revised Bylaws”), with effect as of June 12, 2018. The amendments generally harmonize certain provisions to be consistent with those in the Company’s Seventh Amended and Restated Certificate of Incorporation, as amended (the “Charter”), include updates to reflect developments in the General Corporation Law of the State of Delaware (the “DGCL”) and practice, eliminate redundancies within the Revised Bylaws and clarify certain language.

The Revised Bylaws harmonize certain provisions with the Charter by eliminating duplicative provisions regarding the location of the registered office and now provide that the registered office will be as provided in the Charter. The Revised Bylaws now conform to the Charter with respect to who may call special meetings, how the number of directors will be determined (by resolution of the Board), and with respect to the directors who are elected to fill a vacancy or a newly-created directorship on the Board.

Changes in the Revised Bylaws that reflect changes in law and practice, include provisions reflecting the ability of Delaware corporations to set two record dates for meetings (for notice of the meeting and for the right to vote) and to hold stockholder meetings electronically, and the use of “householding” and electronic transmission for delivery of notices to stockholders. The Revised Bylaws expand the list of persons who may preside over stockholder meetings and authorize stockholders (in addition to the Chairman) to adjourn meetings, and clarify procedural requirements for adjournments. The Revised Bylaws expand the required representations from a stockholder to propose business at a meeting to include representations that the stockholder (a) intends to appear by person or proxy at the meeting to propose such business and (b) intends to deliver a proxy statement and/or form of proxy to holders of at least a percentage of the stock required to approve or adopt the proposal or otherwise solicit votes in support of such proposal. The Revised Bylaws also provide that a stockholder (or a qualified representative) must appear in person to present a nomination or proposed business at an annual or special meeting, and clarify who would be considered a qualified representative. The Revised Bylaws reflect other updates in the DGCL and expressly authorize the use of electronic transmissions by the Board, and memorialize the Board’s decision to opt in to DGCL §141(c)(2), which provides more flexibility to delegate authority to committees of the Board. The Revised Bylaws also reflect changes in the DGCL to reflect current practice with respect to share certificates and uncertificated shares, including revised language broadening the officers who may execute stock certificates. Finally the Revised Bylaws update the exclusive forum provision to reflect the language of DGCL §115 to clarify that such exclusive forum applies to (i) claims of breaches of fiduciary duty by a stockholder of the Corporation (in addition to directors, officers or other employees), and (ii) claims arising pursuant to the certificate of incorporation, the bylaws and claims as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware (in addition to claims arising pursuant to any provision of the DGCL).

The Revised Bylaws eliminate redundancies by combining the meeting and notice provisions for annual and special meetings of stockholders. The Revised Bylaws clarify the general voting standard required for action by stockholders at meetings other than for election of directors, and also clarify that, with respect to the majority voting standard for the election of directors, abstentions and broker non-votes are not considered votes cast.

The foregoing description of the Revised Bylaws does not purport to be complete and is qualified in its entirety by the reference to the Revised Bylaws, which are filed as Exhibit 3.1 hereto and incorporated herein by reference.

Item 5.05 Amendments to the Registrant’s Code of Ethics, or Waiver of a Provision of the Code of Ethics.

On June 11, 2018, the Board adopted and approved an updated Code of Business Conduct and Ethics (the “Code”), which applies to all directors, officers and employees of the Company. Besides effecting technical, administrative and other non-substantive amendments to the Code, the updated Code (a) emphasizes the Company’s expectations as to compliance with applicable laws, whether domestic or abroad, as well as with the Company’s legal obligations, (b) updates the Company’s policies, procedures and guidelines with respect to potential conflicts of interest, including with respect to business gifts and entertainment, (c) includes specific references to expected compliance with antitrust laws, the U.S. Foreign Corrupt Practices Act, import laws, anti-boycott laws and embargoes, (d) updates and provides additional detail regarding the Company’s expectations with respect to fair dealing, the handling of confidential information and media inquiries, and reporting violations of the Code, and (e) includes a new provision outlining the Company’s compliance standards and procedures with respect to compliance with the Code.

The updated Code will be made available on the Company’s website at www.sangamo.com on the “Corporate Governance” page under the “Investors + Media” section.

The foregoing description of the updated Code does not purport to be complete and is qualified in its entirety by the reference to the updated Code, which is filed as Exhibit 14.1 hereto and incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders.

At the Annual Meeting held on June 11, 2018, the following proposals were approved by the stockholders: (i) the election of the eight nominees for director listed in the Proxy Statement to serve on the Board until the next annual meeting of stockholders to be held in 2019 or until their successors are duly elected and qualified; (ii) the approval, on an advisory basis, of the compensation of the Company's named executive officers as disclosed in the Proxy Statement; (iii) the approval of the 2018 Plan; (iv) the approval of the Purchase Plan Amendment; and (v) the ratification of the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2018, each by the votes set forth below:

Proposal 1: Election of Directors:

Each of the nominees for director listed in the Proxy Statement was elected by the votes set forth below:

Name of Director	For	Against	Abstain	Broker Non-Votes
H. Stewart Parker	37,246,782	7,908,686	231,415	29,876,449
Robert F. Carey	44,569,492	581,784	235,607	29,876,449
Stephen G. Dilly, M.B.B.S, Ph.D.	44,112,202	980,792	293,889	29,876,449
Roger Jeffs, Ph.D.	32,262,969	12,859,176	264,738	29,876,449
Alexander D. Macrae, M.B., Ch.B., Ph.D.	44,507,213	738,455	141,215	29,876,449
Steven J. Mento, Ph.D.	36,933,021	8,190,550	263,312	29,876,449
Saira Ramasastry	43,862,924	1,351,636	172,323	29,876,449
Joseph S. Zakrzewski	44,132,229	980,195	274,459	29,876,449

Proposal 2: Approval, on an advisory basis, of the compensation of the named executive officers as disclosed in the Proxy Statement:

For	Against	Abstain	Broker Non-Votes
43,554,410	1,592,755	239,718	29,876,449

Proposal 3: Approval of the 2018 Plan:

For	Against	Abstain	Broker Non-Votes
29,512,389	15,623,741	250,753	29,876,449

Proposal 4: Approval of the Purchase Plan Amendment:

For	Against	Abstain	Broker Non-Votes
43,854,115	1,007,565	525,203	29,876,449

Proposal 5: Ratification of Appointment of Independent Registered Public Accounting Firm:

For	Against	Abstain	Broker Non-Votes
72,360,464	2,157,871	744,997	-

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
3.1	<u>Sangamo Therapeutics, Inc. Third Amended and Restated Bylaws</u>
14.1	<u>Sangamo Therapeutics, Inc. Code of Business Conduct and Ethics</u>
99.1	<u>Sangamo Therapeutics, Inc. 2018 Equity Incentive Plan (incorporated by reference to Exhibit 99.1 to the Company's Registration Statement on Form S-8 filed with the SEC on June 11, 2018)</u>
99.2	<u>Form of Stock Option Grant Notice and Form of Option Agreement (U.S. employees) under the Sangamo Therapeutics, Inc. 2018 Equity Incentive Plan</u>
99.3	<u>Form of Stock Option Grant Notice and Form of Option Agreement (non-employee directors) under the Sangamo Therapeutics, Inc. 2018 Equity Incentive Plan</u>
99.4	<u>Form of Stock Option Grant Notice and Form of Option Agreement (U.K. employees) under the Sangamo Therapeutics, Inc. 2018 Equity Incentive Plan</u>
99.5	<u>Form of Restricted Stock Unit Grant Notice and Form of Restricted Stock Unit Award Agreement (U.S. employees) under the Sangamo Therapeutics, Inc. 2018 Equity Incentive Plan</u>
99.6	<u>Form of Restricted Stock Unit Grant Notice and Form of Restricted Stock Unit Award Agreement (non-employee directors) under the Sangamo Therapeutics, Inc. 2018 Equity Incentive Plan</u>
99.7	<u>Form of Restricted Stock Unit Grant Notice and Form of Restricted Stock Unit Award Agreement (U.K. employees) under the Sangamo Therapeutics, Inc. 2018 Equity Incentive Plan</u>
99.8	<u>Sangamo Therapeutics, Inc. 2010 Employee Stock Purchase Plan, as amended effective June 11, 2018 (incorporated by reference to Exhibit 99.2 to the Company's Registration Statement on Form S-8 filed with the SEC on June 11, 2018)</u>

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.

SANGAMO THERAPEUTICS, INC.

Date: June 14, 2018

By: /s/ Heather Turner
Name: Heather Turner
Title: Senior Vice President and General Counsel

**THIRD AMENDED AND RESTATED BYLAWS
OF
SANGAMO THERAPEUTICS, INC.**

ARTICLE I

CERTIFICATE OF INCORPORATION AND BYLAWS

Section 1. These Bylaws are subject to the Certificate of Incorporation of the Corporation, as amended and/or restated to date. In these Bylaws, references to law, the Certificate of Incorporation and Bylaws mean the law, the provisions of the Certificate of Incorporation and the Bylaws as from time to time in effect.

ARTICLE II

OFFICES

Section 1. The registered office of the Corporation in the State of Delaware shall be as set forth in the Certificate of Incorporation from time to time.

Section 2. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors of the Corporation (the “Board of Directors” or the “Board”) may from time to time determine or the business of the Corporation may require.

ARTICLE III

MEETINGS OF STOCKHOLDERS

Section 1. Meetings of stockholders shall be held at such place, if any, either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

Section 2. The annual meeting of stockholders shall be held at such date and time as shall be designated from time to time by the Board of Directors. At the annual meeting, directors shall be elected and any other business properly brought before the meeting pursuant to these Bylaws may be transacted. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called only by the Board of Directors.

Section 3. Notice of meetings of stockholders stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be given to each stockholder entitled to vote at such meeting as of the record date for determining the

stockholders entitled to notice of the meeting. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation.

Section 4. The Corporation shall prepare at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting or (ii) during ordinary business hours at the principal place of business of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 4 or to vote in person or by proxy at any meeting of stockholders.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of majority in voting power of the outstanding stock issued and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws. When a quorum is present at any meeting, in all matters other than the election of directors, the affirmative vote of the holders of a majority in voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provision of the Certificate of Incorporation, these Bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or any law or regulation applicable to the Corporation or its securities, a different or minimum vote is required, in which case such express provision shall govern and control the decision of such question. At any meeting of stockholders for the election of one or more directors at which a quorum is present, each director shall be elected by the vote of a majority of the votes cast with respect to the director, provided that if, as of a date that is ten (10) days in advance of the date on which the Corporation files its definitive proxy statement with the Securities and Exchange Commission (regardless of whether thereafter revised or supplemented), the number of nominees for director exceeds the number of directors to be elected, the directors shall be elected by the vote of a plurality of the votes cast by the stockholders entitled to vote at the election. At a meeting at which the standard to elect directors is a majority of the votes cast, if an incumbent director then serving on the Board of Directors does not receive the required majority, the director shall promptly tender his or her resignation to the Board of Directors.

Within ninety (90) days after the date of the certification of the election results, the Nominating and Corporate Governance Committee or other committee that may be designated by the Board of Directors will make a recommendation to the Board of Directors as to whether to accept or reject the resignation, or whether other action should be taken. The Board of Directors will act on the tendered resignation, taking into account such committee's recommendation. The director who tenders his or her resignation will not participate in the recommendation of the Nominating and Corporate Governance Committee or the decision of the Board of Directors with respect to his or her resignation. If such incumbent director's resignation is not accepted by the Board of Directors, the Board of Director shall publicly disclose its decision regarding the tendered resignation and the rationale behind the decision. If a director's resignation is accepted by the Board of Directors pursuant to this Section 6, or if a nominee for director is not elected and the nominee is not an incumbent director, then the Board of Directors may fill the resulting vacancy pursuant to the provisions of Article IV, Section 2 of these Bylaws or may decrease the size of the Board of Directors pursuant to the provisions of Article IV, Section 1 of these Bylaws. For purposes of this Section 6 of these Bylaws, a majority of votes cast shall mean that the number of votes cast "for" a director's election exceeds the number of votes cast "against" that director's election (with "abstentions" and "broker non-votes" not counted as a vote cast either "for" or "against" that director's election).

Section 7. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. Voting at meetings of stockholders need not be by written ballot.

Section 8. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. In the absence of a quorum, the stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time until a quorum shall attend. The Chairman of the Board also has the power to adjourn meetings of stockholders.

Section 9. No business shall be transacted at a meeting of stockholders except in accordance with the following procedures:

(a) At an annual meeting of stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) brought before the meeting by the Corporation and specified in the notice of meeting given by or at the direction of the Board of Directors, (ii) brought before the meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (iii) otherwise properly brought before the meeting by any stockholder of the Corporation who (A) was a stockholder of record of the Corporation (and, with respect to any beneficial owner, if different, on whose behalf such business is proposed, only if such beneficial owner was the beneficial owner of shares of the Corporation) both at the time the notice provided for in this Section 9 is delivered to the Secretary of the Corporation and at the time of the meeting, (B) is entitled to vote at the meeting and (C) has complied with the notice procedures set forth in this Section 9. Except for proposals properly made in accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "Exchange Act"), and included in the notice of meeting given by or at the direction of the Board of Directors, the foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of the stockholders. Stockholders shall not be permitted to propose business to be brought before a special meeting of the stockholders, and the only matters that may be brought before a special meeting are the matters specified in the notice of meeting given by or at the direction of the person calling the meeting pursuant to Sections 2 and 3 of this Article III. Stockholders seeking to nominate persons for election to the Board of Directors must comply with Section 10 of Article III, and this Section 9 shall not be applicable to nominations except as expressly provided in Section 10 of Article III.

(b) Without qualification, for business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of paragraph (a) of this Section 9, the stockholder must have given timely notice thereof in writing and in proper form to the Secretary of the Corporation and provide any updates or supplements to such notice at the times and in the forms required by this Section 9, and such business must otherwise be a proper matter for stockholder action as determined by the Board of Directors. To be timely, a stockholder's notice must be delivered to the Secretary at the principal executive offices of the Corporation not less than ninety (90) nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for on a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which the first public announcement of the date of the annual meeting was made by the Corporation or the notice of the meeting was mailed by the Corporation, whichever first occurs. In no event shall the public announcement of an adjournment or postponement of an annual meeting of stockholders commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. The stockholder's notice shall contain, at a minimum, the information set forth in paragraph (c) of this Section 9. For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(c) Contents of Stockholder's Notice. Any proper stockholder's notice required by this Section 9 shall set forth:

(i) For each item of business that the stockholder proposes for consideration before the annual meeting, (A) a reasonably detailed description of the business desired to be brought

before the annual stockholder meeting, (B) the text of the proposal or business (including the text on any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), (C) the reasons for conducting such business at the annual meeting and (D) a reasonably detailed description of any material interest in such business of such stockholder, the beneficial owner, if any, on whose behalf the proposal is made, and any affiliate or associate (each within the meaning of Rule 12b-2 under the Exchange Act for purposes of these Bylaws) of such stockholder or beneficial owner (each, a "Proposing Person"), including all agreements, arrangements and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other person or entity (including their names) in connection with the proposal of such business by such stockholder;

(ii) As to each Proposing Person, (A) the name and address of such Proposing Person which, with respect to a Proposing Person who is a record owner, shall be such address as it appears on the Corporation's books, and (B) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future; and

(iii) As to each Proposing Person, (A) any derivative, swap or other transaction or series of transactions engaged in, directly or indirectly, by such Proposing Person, the purpose or effect of which is to give such Proposing Person economic risk similar to ownership of shares of any class or series of the Corporation, including due to the fact that the value of such derivative, swap or other transactions are determined by reference to the price, value or volatility of any shares of any class or series of the Corporation, or which derivative, swap or other transactions provide, directly or indirectly, the opportunity to profit from any increase in the price or value of shares of any class or series of the Corporation ("Synthetic Equity Interests"), which Synthetic Equity Interests shall be disclosed without regard to whether (x) the derivative, swap or other transactions convey any voting rights in such shares to such Proposing Person, (y) the derivative, swap or other transactions are required to be, or are capable of being, settled through delivery of such shares or (z) such Proposing Person may have entered into other transactions that hedge or mitigate the economic effect of such derivative, swap or other transactions, (B) any proxy (other than a revocable proxy or consent given in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Exchange Act by way of a solicitation statement filed on Schedule 14A), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to vote any shares of any class or series of the Corporation, (C) any agreement, arrangement, understanding or relationship, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, engaged in, directly or indirectly, by such Proposing Person, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of shares of any class or series of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such Proposing Person with respect to the shares of any class or series of the Corporation, or which provides, directly or indirectly, the opportunity to profit from any decrease in the price or value of the shares of any class or series of the Corporation ("Short Interests"), (D) any rights to dividends on the shares of any class or series of the Corporation beneficially owned by such Proposing Person that are separated or separate from the underlying shares of the Corporation; (E) any performance related fees (other than an asset based fee) that such Proposing Person is entitled to based on any increase or decrease in the price or value of shares of any class or series of the Corporation, or any Synthetic Equity Interests or Short Interests, if any, (F) a representation that the Proposing Person is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business, (G) a representation whether the Proposing Person intends or is part of a group that intends (y) to deliver a proxy statement

and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal and/or (z) otherwise to solicit proxies or votes from stockholders in support of such proposal, and (H) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (H) are referred to as "Disclosable Interests"); *provided, however*, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner.

(d) A stockholder providing notice of business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 9 shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight (8) business days prior to the date for the meeting, if practicable (or, if not practicable, on the first practicable date prior to), or any adjournment or postponement thereof (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(e) Notwithstanding the foregoing provisions of this Section 9, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 9, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(f) Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at an annual meeting except in accordance with this Section 9. Except as otherwise provided by law, the presiding officer of the meeting shall have the power and duty, if the facts warrant, to (i) determine whether any business proposed to be brought before an annual meeting was proposed in accordance with the procedures set forth in this Section 9 and (ii) if he or she determines that any proposed business is not in compliance with this Section 9 (including whether the stockholder or beneficial owner, if any, on whose behalf the proposal is made solicits (or is part of a group which solicits) or fails to so solicit (as the case may be), proxies or votes in support of such stockholder's proposal in compliance with such stockholder's representation as required by this Section 9), declare that such proposed business not properly brought before the meeting shall not be transacted.

(g) This Section 9 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made pursuant to Rule 14a-8 under the Exchange Act. Notwithstanding the foregoing provisions of this Section 9, a Proposing Person shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 9. Nothing in this Section 9 shall be

deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

Section 10. Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation except as may be otherwise provided in the Certificate of Incorporation.

(a) (i) Nominations of persons for election to the Board of Directors may be made at an annual meeting or at a special meeting of stockholders (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) only (A) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (B) by any stockholder of the Corporation who (x) was a stockholder of record of the Corporation (and, with respect to any beneficial owner, if different, on whose behalf such nomination is proposed to be made, only if such beneficial owner was the beneficial owner of shares of the Corporation) both at the time the notice provided for in this Section 10 is delivered to the Secretary of the Corporation and at the time of the meeting, (y) is entitled to vote at the meeting and (z) has complied with the notice procedures set forth in this Section 10 as to such nomination. The foregoing clause (a)(i)(B) shall be the exclusive means for a stockholder to make any nomination of a person or persons for election to the Board of Directors at an annual meeting or special meeting.

(ii) For a stockholder to make any nomination of a person or persons to the Board of Directors at an annual meeting or at a special meeting of stockholders (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting), such nominations must be properly brought before such meeting by a stockholder pursuant to clause (B) of paragraph (a)(i) of this Section 10, and the stockholder must have given timely notice thereof in writing and in proper form to the Secretary of the Corporation and provide any updates or supplements to such notice at the times and in the forms required by this Section 10. To be timely for nominations of persons for election to the Board of Directors at an annual meeting, a stockholder's notice must be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not less than ninety (90) nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for on a date that is not within thirty (30) days before or after such anniversary date of the annual meeting, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which the first public announcement of the date of the annual meeting was made by the Corporation or the notice of the meeting was mailed by the Corporation, whichever first occurs. To be timely for nominations of persons for election to the Board of Directors at a special meeting (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting), a stockholder's notice must be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not less than ninety (90) nor more than one hundred twenty (120) days prior to such special meeting; provided, however, that in the event that the special meeting is called for on a date that is less than ninety (90) days prior to the special meeting, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which the first public announcement of the date of the special meeting was made by the Corporation or the notice of the special meeting was mailed by the Corporation, whichever first occurs. In no event shall the public announcement of an adjournment or postponement of an annual meeting or special meeting, as applicable, of stockholders commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. The stockholder's notice shall contain, at a minimum, the information set forth in paragraph (b) of this Section 10.

(iii) Notwithstanding anything in the second sentence of paragraph (a)(ii) of this Section 10 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation at an annual meeting is increased effective after the time period for which nominations would otherwise be due under paragraph (a)(ii) of this Section 10 and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 10 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(b) Contents of Stockholder's Notice. Any proper stockholder's notice required by this Section 10 shall set forth:

(i) As to each stockholder providing the notice of the nomination proposed to be made at the meeting, the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, and any affiliate or associate of such stockholder or beneficial owner (each, a "Nominating Person"), (A) the name and address of such Nominating Person, which, with respect to a Nominating Person who is a record owner, shall be such address as it appears on the Corporation's books, and (B) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Nominating Person, except that such Nominating Person shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Nominating Person has a right to acquire beneficial ownership at any time in the future;

(ii) As to any Nominating Person, any Disclosable Interests (as defined in Section 9(c)(iii), except that for purposes of this Section 10(b) the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 9(c)(iii) and the disclosure in clauses (G) and (H) of Section 9(c)(iii) shall be made with respect to the election of directors at the meeting);

(iii) As to each person whom a Nominating Person proposes to nominate for election as a director, (A) the name, age, nationality, principal occupation and employment of such proposed nominee, (B) the business and residence address of such proposed nominee, (C) all information relating to such proposed nominee that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such proposed nominee's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (D) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among any Nominating Person, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the proposed nominee were a director or executive officer of such registrant, (E) a completed and signed questionnaire, representation and agreement as provided in Section 10(f) and (F) such nominee's written consent to being named in the Corporation's proxy statement as a nominee of the stockholder and to serving as a director if elected; and

(iv) The Corporation may require any proposed nominee to furnish such other information (A) as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation in accordance with the Corporation's corporate governance guidelines or (B) that could be material to a reasonable stockholder's understanding of the independence or lack of independence of such proposed nominee.

(c) A stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to Section 10(b) of Article III shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight (8) business days prior to the date for the meeting, if practicable (or, if not practicable, on the first practicable date prior to such meeting), or any adjournment or postponement thereof (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(d) Notwithstanding the foregoing provisions of this Section 10, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 10, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(e) Notwithstanding anything in these Bylaws to the contrary, only such persons who are nominated in accordance with the procedures set forth in this Section 10 shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as directors. Except as otherwise provided by law, the presiding officer of the meeting shall have the power and duty to (i) determine whether a nomination to be brought before an annual or special meeting was made in accordance with the procedures set forth in this Section 10 and (ii) if he or she determines that any proposed nomination is not in compliance with this Section 10 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination is made solicits (or is part of a group which solicits), or fails to so solicit (as the case may be), proxies or votes in support of such stockholder's nominee in compliance with such stockholder's representation as required by this Section 10), declare that such defective nomination shall be disregarded.

(f) To be eligible to be a nominee for election as a director of the Corporation, if so requested by the Corporation, the proposed nominee must deliver (in accordance with the time periods prescribed for delivery of notice under this Section 10) to the Secretary at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such proposed nominee (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such proposed nominee (i) is not and will not become a party to (A) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (B) any Voting

Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law, (ii) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation and (iii) in such proposed nominee's individual capacity and on behalf of the stockholder (or the beneficial owner, if different) on whose behalf the nomination is made, would be in compliance, if elected as a director of the Corporation, and will comply with applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

(g) In addition to the requirements of this Section 10 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations.

Section 11. Meetings of stockholders shall be presided over by the Chairman of the Board, the Vice Chairman of the Board, the Chief Executive Officer, the President or, in the absence of the foregoing persons, another chair designated by the Board of Directors. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be determined by the chair of the meeting and announced at the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chair of any meeting of stockholders shall have the exclusive right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chair, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chair of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chair of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof, and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chair of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure

Section 12. Any previously scheduled annual or special meeting of the stockholders may be postponed, and any previously scheduled annual or special meeting of the stockholders called by the Board of Directors may be canceled, by resolution of the Board of Directors upon public notice given prior to the time previously scheduled for such meeting of stockholders. The Board of Directors in its discretion may set a new record date for the postponed meeting.

Section 13. The Board of Directors by resolution may, and to the extent required by law, shall appoint one or more inspectors, which inspector or inspectors may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives of the Corporation, to act at the meeting and make a written report thereof. One or more persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed to act, or if all inspectors or alternates who have been appointed are unable to act, at a meeting of

stockholders, the chairman of the meeting may, and to the extent required by law, shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall have the duties prescribed by the General Corporation Law of the State of Delaware (DGCL).

ARTICLE IV

DIRECTORS

Section 1. The number of directors that shall constitute the whole Board shall be determined by resolution of the Board of Directors. Directors need not be stockholders of the Corporation.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. A person so elected by the Board to fill a vacancy or newly created directorship shall hold office for the remainder of the full term of the director for which the vacancy or newly created directorship was created or occurred and until such director's successor shall have been duly elected and qualified. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The business of the Corporation shall be managed by or under the direction of its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

Meetings of the Board of Directors

Section 4. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board.

Section 6. Special meetings of the Board may be called by the Chairman of the Board or president on two (2) days' notice to each director by mail or twenty-four (24) hours' notice to each director either personally or by facsimile, telephone or other electronic transmission; special meetings shall be called by the president or secretary or Chairman of the Board in like manner and on like notice on the written request of two directors unless the Board consists of only one director, in which case special meetings shall be called by the Chairman of the Board or the president or secretary in like manner and on like notice on the written request of the sole director.

Section 7. At all meetings of the Board a majority of the total number of directors fixed in accordance with Section 1 of Article IV shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, as the case may be, and such writing or writings or transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 9. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Committees of Directors

Section 10. The Corporation has opted into Section 141(c)(2) of the DGCL. The Board of Directors may, by resolution, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence of disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Unless otherwise provided in the Certificate of Incorporation, in these Bylaws or in the resolution of the Board of Directors designating a committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to the subcommittee any or all of the powers and authority of the committee, except otherwise prohibited by statute.

Section 11. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Compensation of Directors

Section 12. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors and a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Removal of Directors

Section 13. Any and all of the directors may be removed from office at any time, with or without cause, if such removal is approved by the affirmative vote of the holders of at least a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation then entitled to vote in the election of directors.

ARTICLE V

NOTICES

Section 1. Whenever, under the provisions of applicable law or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his, her or its address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile or electronic transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice to stockholders given by the Corporation under any provision of applicable law, the Certificate of Incorporation, or these Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any stockholder who fails to object in writing to the Corporation, within 60 days of having been given written notice by the Corporation of its intention to send the single notice permitted under this Section 1, shall be deemed to have consented to receiving such single written notice. Notice may also be given by electronic transmission to the stockholders in accordance with the provisions of the DGCL.

Section 2. Whenever any notice is required to be given under the provisions of applicable law or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing or by electronic transmission, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in a waiver of notice.

ARTICLE VI

OFFICERS

Section 1. The officers of the Corporation shall be chosen by the Board of Directors and shall consist of a Chief Executive Officer, Chief Financial Officer and a Secretary. The Board of Directors may elect from among its members a Chairman of the Board and a Vice Chairman of the Board. The Board of Directors may also choose a Treasurer, one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provide.

Section 2. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 3. The officers of the Corporation shall be entitled to receive such compensation for their services as shall from time to time be determined by the Board of Directors.

Section 4. The officers of the Corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

The Chairman of the Board and Vice Chairman of the Board

Section 5. The Board of Directors may appoint a Chairman of the Board and may, but is not obligated to, designate the Chairman of the Board as chief executive officer. If the Board of Directors appoints a Chairman of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Directors. Unless otherwise provided by the Board of Directors, the Chairman of the Board shall preside at all meetings of the stockholders and at all meetings of the Board of Directors. If the Board of Directors appoints a Vice Chairman of the Board, he or she shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties and possess such other powers as may from time to time be vested in him or her by the Board of Directors.

Chief Executive Officer or President

Section 6. The Chief Executive Officer or President shall conduct general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the directors to delegate any specific powers, except such as may be by statute exclusively conferred on the Chief Executive Officer or President, to any other officer or officers of the Corporation. The Chief Executive Officer or President shall have the general power and duties of supervision and management usually vested in the office of President of a corporation. In the absence of the Chairman and Vice Chairman of the Board, the Chief Executive Officer or President shall preside at all meetings of the stockholders and the Board of Directors.

The Vice-Presidents

Section 7. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President, if any, (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

The Secretary and Assistant Secretary

Section 8. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. Such individual shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision such individual shall be. Such individual shall have custody of the corporate seal of the Corporation and he or she, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature.

Section 9. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of directors may from time to time prescribe.

The Chief Financial Officer, Treasurer and Assistant Treasurers

Section 10. The Board of Directors shall have the authority to appoint a Chief Financial Officer who may also be the Treasurer or a Chief Financial Officer and a Treasurer and any Assistant Treasurers which the Board of Directors deems necessary to the operation of the Corporation. The Chief Financial Officer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer, if there be one separate from the Chief Financial Officer, shall have the duties prescribed by the Board of Directors.

Section 11. The Chief Financial Officer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Chief Financial Officer and of the financial condition of the Corporation.

ARTICLE VII

CERTIFICATE OF STOCK

Section 1. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares evidenced by a book-entry system maintained by the registrar of such stock. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate, signed by, or in the name of the Corporation by any two authorized officers of the Corporation (it being understood that each of the Chairman of the Board, the Vice Chairman of the Board, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary of the Corporation shall be an authorized officer for such purpose), certifying the number of shares owned by such stockholder in the Corporation.

If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions or such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Any of or all the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such individual were such officer, transfer agent or registrar at the date of issue.

Lost Certificates

Section 3. The Corporation may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require and/or give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Transfer of Stock

Section 4. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate (if such shares are to be certificated) to the person entitled thereto, cancel the old certificate and record the transaction upon its books. The Corporation shall transfer uncertificated shares in accordance with applicable law.

Fixing Record Date

Section 5. (a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Registered Stockholders

Section 6. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof except as otherwise provided by applicable law.

ARTICLE VIII

FORUM FOR CERTAIN ACTIONS

Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, the Certificate of Incorporation, these Bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim governed by the internal affairs doctrine shall be a state or federal court located within the state of Delaware. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article VIII.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation and pursuant to applicable law.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purposes as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. The fiscal year of the Corporation shall end on December 31, unless otherwise fixed by resolution of the Board of Directors.

Section 4. The corporate seal shall be in such form as shall be approved by the Board of Directors.

ARTICLE X

AMENDMENTS

These Bylaws may be repealed, altered, amended or rescinded by the stockholders of the Corporation by vote of not less than a majority of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors (considered for this purpose as one class) cast at a meeting of the stockholders called for that purpose (provided that notice of such proposed repeal, alteration, amendment or rescission is included in the notice of such meeting). In addition, in accordance with the Corporation's Certificate of Incorporation, the Board of Directors may repeal, alter, amend or rescind these Bylaws by vote of a majority of the Board of Directors.



Code of Business Conduct and Ethics

The reputation and integrity of Sangamo Therapeutics, Inc. (the "Company") are valuable assets that are vital to the Company's success. Each Company employee, including the Company's officers and directors, is responsible for conducting the Company's business in a manner that demonstrates a commitment to the highest standards of ethics and integrity.

The purposes of this Code of Business Conduct and Ethics (this "Code") are to focus directors, officers and employees on areas of ethical risk, provide guidance to help directors, officers and employees recognize and deal with ethical issues, provide mechanisms to report unethical conduct, and foster a culture of honesty, integrity, and accountability. No code of conduct can replace the thoughtful behavior of an ethical director, officer or employee. Accordingly, dishonest or unethical conduct or conduct that is illegal will constitute a violation of this Code, regardless of whether the Code specifically addresses such conduct.

Action by members of your immediate family, significant others or other persons who live in your household (referred to in the Code as "family members") also may potentially result in ethical issues to the extent that they involve the Company's business. Consequently, in complying with the Code, you should consider not only your own conduct, but also that of your family members.

Core Values

In all of the Company's relationships, including those with the public, shareholders, lenders, customers, suppliers, regulators, business partners, directors and employees and others, each director, officer and employee must demonstrate a steadfast commitment to:

- Integrity;
- Honest and ethical conduct;
- Compliance with all laws, rules and regulations;
- Avoidance of conflicts of interest and the appearance of such conflicts;
- Full, fair, accurate, timely and understandable disclosure by the Company to the public;
- Proper delegation, guidance, and oversight;
- Prompt internal reporting of violations of this Code; and
- Accountability for complying with this Code, including enforcement.

Implementation and Oversight of This Code

The Company's Board of Directors (the "Board") is ultimately responsible for the implementation of this Code. The Board has designated the Audit Committee to oversee the administration of the Code. In addition to overseeing the administration of the Code, the Audit Committee is responsible under Nasdaq listing standards and its charter for reviewing and approving certain related-party transactions.

The Company's Chief Compliance Officer will assist the Audit Committee with the administration of the Code. Questions regarding the application or interpretation of this Code should be directed to the Chief Compliance Officer. You should not hesitate to ask questions about whether any conduct may violate the Code, voice concerns or clarify gray areas. In addition, you should be alert to possible violations of the Code by others and report suspected violations, without fear of any form of retaliation.

Statements in this Code to the effect that certain actions may be taken only with the "Company's approval" mean that the Chief Compliance Officer or, as appropriate, the Board or the Audit Committee must give prior written approval (including via email) before the proposed action may be undertaken.

It is the responsibility of every employee, officer and director of the Company to read, understand and comply with the Code and its application to the performance of his or her business responsibilities. You should read this Code in conjunction with all of the Company's other policy statements and Company compliance policies, including, for example, the Company's insider trading policy and the Audit Committee's procedures for the receipt, retention and treatment of complaints and concerns relating to accounting, internal accounting controls, and auditory matters.

We will distribute (via email or otherwise) copies of the Code to each employee on an annual basis along with a reminder that each employee is responsible for reading, understanding and complying with the Code. All employees will receive periodic training on the contents and importance of this Code and Company compliance policies, and the manner in which violations of the Code must be reported and waivers must be requested.

Waiver/Amendment of Any Provision of This Code

You must submit any requests for a waiver of a provision of this Code in writing to the Chief Compliance Officer within a reasonable period in advance of the proposed conduct for appropriate review and approval. Any waiver with respect to a director or executive officer (including, where required by applicable laws, the Company's principal executive officer, principal financial officer, principal accounting officer or controller (or persons performing similar functions)) must be approved by the Board, and, where appropriate, upon prior approval and recommendation of the Audit Committee. In addition, as noted above, under Nasdaq listing standards, the Audit Committee must review and approve certain related-party transactions.

In some circumstances, the Company must publicly disclose a waiver, including any implicit waiver, and/or amendment of this Code.

Compliance with Laws and Regulations

It is the responsibility of each director, officer and employee to comply with the laws, rules, and regulations applicable to the Company and/or him or her personally. No director, officer or employee may delegate that responsibility to another person or to the Company.

The Company must, and will investigate, address and report, as appropriate, all violations of applicable law, including all criminal violations.

Applicable laws include, but are not limited to, federal and state laws relating to the Company's business, including federal occupational safety laws, and its status as a public company. Examples of criminal violations of the law include, among others:

- making false or misleading disclosures in documents filed or furnished with the Securities and Exchange Commission ("SEC");
- trading on inside information;
- stealing, embezzling or misapplying the Company's funds or other assets;
- using threats, physical force or other unauthorized means to collect money; or
- making a payment for an expressed purpose on the Company's behalf to an individual who intends to use it for a different purpose.

Directors, officers and employees also are expected to comply with the applicable laws in any country to which they travel, in which they operate and where the Company otherwise does business, including laws prohibiting bribery, corruption or the conduct of business with specified individuals, companies or countries. The fact that, in some countries, certain laws are not enforced or that violation of those laws is not subject to public criticism is not an excuse for noncompliance. In addition, the Company requires employees, officers and directors to comply with U.S. laws, rules and regulations governing the conduct of business by its citizens and corporations outside the United States. Such U.S. laws include the Foreign Corrupt Practices Act, import laws, anti-boycott laws and embargoes.

Violation of laws, rules and regulations of any country may subject an individual, as well as the Company, to civil or criminal penalties. You should be aware that conduct and records, including emails, are subject to

internal and external audits and to discovery by third parties in the event of an investigation or litigation. It is in everyone's best interests to know and comply with our legal obligations.

Avoidance of Conflicts of Interest and the Appearance of Some Conflicts

The Company requires you to conduct your outside associations and personal business, financial and other relationships in a manner that will avoid any conflict of interest, or appearance of a conflict of interest, between yourself and the Company. The term "outside association" includes any affiliation, association, interest or employment that you have with an entity other than with the Company. Conflicts of interest are prohibited. Guidelines with respect to some sensitive areas in which conflicts of interest are likely to occur are described below. These Guidelines are not an exhaustive list of problem areas, but rather a guide in applying the Company's basic conflict of interest policy to any situation.

It is impractical to conceive of and set forth rules that cover all situations in which a conflict of interest may arise. The basic factor in all conflict of interest situations is, however, the division of loyalty, or the appearance of a division of loyalty, between the Company's best interests and your personal interests that could possibly affect, or appear to affect, your judgment or actions with your performance of duties.

Business Relationships

You may have a conflict of interest if you, a family member, or your business partner or associate owns or has a substantial direct or indirect interest in, or incurs indebtedness to, an entity with which the Company has or is likely to have a business relationship or with which the Company competes or is likely to compete.

Investments in small amounts of stock or bonds of a publicly-held company should not, without more, give rise to any conflict of interest. The question of when an investment may become so substantial as to possibly affect, or appear to affect, your judgment or actions is largely dependent on the particular circumstances and must be addressed on a case-by-case basis.

A conflict of interest may also arise when you or a family member holds a position as a director, officer, employee (including consultant) or partner of an entity with which the Company has or is likely to have a business relationship or with which the Company competes or is likely to compete.

The Company expects that each director, officer and employee will avoid circumstances that could discredit the Company, unduly cause unfavorable criticism of the Company, or impair public confidence in the Company's integrity. Any outside associations, interests and business relationships that you have that might impact your judgment or cause you to act in ways that are not in the best interests of the Company, or that might appear to cause such divided loyalties, will be permitted only with the Company's prior approval.

Loans to, or guarantees of obligations of, employees, officers or directors or their family members by the Company could constitute an improper personal benefit to the recipients of these loans or guarantees, depending on the facts and circumstances. Some loans are expressly prohibited by law. All loans and guarantees by the Company must be approved in advance by the Chief Compliance Officer or, where appropriate, the Board or the Audit Committee.

Acceptance of Gifts

Business gifts and entertainment are intended to create goodwill and sound working relationships and not to gain improper advantage or referrals with partners or customers or facilitate approvals from government officials. The exchange, as a normal business courtesy, of meals or entertainment (such as tickets to a game or the theater or a round of golf) is a common business practice. It may be acceptable under certain, limited circumstances depending on such factors as the recipient, nature of the relationship to the Company, context associated with the meal, gift or entertainment and purpose. In those appropriate situations, that otherwise do not violate laws or Company policies, the gifts and entertainment must be reasonable in value and not extravagant. Gifts and entertainment should not be offered, provided or accepted by any Company employee, officer or director unless consistent with laws, Company policies, customary business practices and not (a) a cash gift, (b) susceptible of being construed as a bribe or kickback, (c) made or received on a regular or frequent basis or (e) in violation of any legal obligation including contract or law. This principle applies to our

transactions everywhere in the world, even where the practice is widely considered an acceptable practice to conduct business. Employees, directors and officers should not accept gifts or entertainment that may reasonably be deemed to affect their judgment or actions in the performance of their duties. Our partners, customers, suppliers and the public at large should know that our employees' judgment is not for sale.

Under some statutes, such as the U.S. Foreign Corrupt Practices Act, giving anything of value to a government official to obtain or retain business or favorable treatment is a criminal act subject to prosecution and conviction. Discuss with your supervisor or the Chief Compliance Officer any proposed entertainment or gifts if you are uncertain about their appropriateness.

Outside Activities/Employment

Any outside association, including activities with other entities, should not encroach on the time and attention you are expected to devote to your duties and responsibilities to the Company, adversely affect the quality or quantity of your work product, or entail your use of any of the Company's assets, including its real and personal property, or create the appearance (without the Company's approval) of the Company's involvement, endorsement, sponsorship, or support. In addition, under no circumstances are you permitted to compete with the Company or take for yourself, your family members, or your business partners or associates any business opportunity that belongs to the Company or that you discover or that is made available to you by virtue of your position with the Company. Employees and officers are prohibited from taking part in any outside employment (including consulting) without the Company's approval.

Civic/Political Activities

The Company supports your participation in civic, charitable, and political activities so long as such participation does not encroach on the time and attention that you are expected to devote to your duties and responsibilities to the Company. You are to conduct any such activities in a manner that does not involve the Company or its assets or create an appearance of Company involvement, endorsement, sponsorship, or support.

Reporting Procedure for Conflicts of Interest

You must report promptly to the Chief Compliance Officer the existence of any outside association, interest, relationship, or activity, as it arises, that may involve a conflict of interest or the appearance of a conflict of interest. Failure to report such relationships, activities and interests will be a ground for disciplinary action. Where the nature of the conflict of interest is such that you believe that you are unable to disclose the details of the matters without breaching other confidences, the Chief Compliance Officer or, where appropriate, the Board or the Audit Committee, may, if justified, discuss with you a resolution of the conflict consistent with all of your responsibilities.

The Chief Compliance Officer or, where appropriate, the Board or the Audit Committee will review your disclosures of any conflict of interest and determine the appropriate manner by which the Company's approval or disapproval would be provided. In the event that a reviewing party is involved in the potential or actual conflict, you should discuss the matter directly with a member of the Board or Audit Committee who is not involved in the subject under review. You must cooperate fully in the review process by providing all information that the Chief Compliance Officer, the Board, or the Audit Committee deems necessary to its review. Company actions with respect to the conflict of interest will take into account the spirit of this Code.

All outside associations, interests, relationships, or activities disclosed by any director, officer or employee in accordance with this policy shall be held in confidence unless the best interests of the Company dictate otherwise, or as otherwise required by law.

Resolution of Conflicts

In all cases, conflicts of interest must be handled in an ethical manner; meaning they must be fully disclosed and considered prior to being resolved. The Chief Compliance Officer or, where appropriate, the Board or the Audit Committee will handle all questions of conflicts of interest. The Chief Compliance Officer and, as

appropriate, the Board or the Audit Committee, may determine, upon review of all relevant facts, that the conduct does not amount to a conflict of interest, or may provide guidance to avoid a conflict from developing.

A conflict of interest may be resolved in a number of ways, including without limitation:

- In the case of an offer of a gift, the appropriate resolution may be for you to accept or reject the gift;
- Any outside association, interest, relationship, or activity that is fully disclosed to, and is approved by, the Chief Compliance Officer or the Board or Audit Committee will not be deemed to involve a conflict of interest for purposes of this Code and are therefore permitted under this Code;
- When it is concluded that there is a conflict of interest, the Audit Committee or the Board may suspend you from some or all of your duties and responsibilities or require you to perform other duties and responsibilities with the Company for such period of time as deemed appropriate, or may request that you resign from your position with the Company; or
- In the event that the conflict of interest involves an outside association, the Company may permanently cease doing business with that association.

Full, Fair, Accurate and Timely Disclosures by the Company to the Public/Media

If you participate, directly or indirectly, in the preparation of the financial and other disclosures that the Company makes to the public, including in its filings with the SEC or by press release, you must, in addition to complying with all applicable laws, rules and regulations, follow these guidelines:

- Act honestly, ethically and with integrity;
- Comply with this Code;
- Endeavor to ensure full, fair, timely, accurate, and understandable disclosure;
- Managers should, through leadership and communication, make sure that employees of the Company understand the Company's obligations to the public under the law with respect to its disclosures, including that results are never more important than compliance with the law;
- Raise questions and concerns regarding the Company's public disclosures when necessary, and ensure that such questions and concerns are appropriately addressed;
- Provide the Company's directors, officers, employees, auditors, attorneys, consultants, and advisors involved in the preparation of the Company's disclosures to the public with information that is accurate, complete, objective, relevant, timely, and understandable;
- Act in good faith, responsibly, and with due care, competence and diligence, without misrepresenting material facts or allowing your independent judgment to be subordinated by others;
- Proactively promote honest and ethical behavior among peers in your work environment;
- Achieve proper and responsible use of and control over all Company assets and resources employed by or entrusted to you including, but not limited to Company property, equipment, computing and information technology resources;
- Record or participate in the recording of entries in the Company's books and records that are full and accurate to the best of your knowledge; and
- Comply with the Company's disclosure controls and procedures and internal controls and procedures for financial reporting.

Any inquiry or call from the press or a financial analyst should be referred to the Company's head of investor relations for routing. Only specific, designated employees may communicate with the press on behalf of the Company. You also may not provide any information to the media about the Company off the record, for background, confidentially or secretly.

Antitrust

Employees, officers and directors are expected to comply with laws designed to protect the competitive process. These laws provide generally that vigorous competition is important to protect the public and prohibit illegal agreements or collusion among competitors. Antitrust laws impose severe penalties for certain types of violations, including criminal penalties and potential fines and damages of millions of dollars, which may be tripled under certain circumstances. Understanding the requirements of antitrust and unfair competition laws of the various jurisdictions where we do business can be difficult, and you are urged to seek assistance from your supervisor or the Chief Compliance Officer whenever you have a question relating to these laws.

Fair Dealing

Each director, officer and employee should deal fairly and in good faith with the Company's customers, suppliers, regulators, business partners, directors, officers and employees, and others. No director, officer or employee may take unfair advantage of anyone through manipulation, misrepresentation, inappropriate threats, fraud, abuse of confidential information, or other similar unethical or improper conduct. It is illegal to engage in deceptive, unfair or unethical practices and to make misrepresentations in connection with sales activities.

Handling of Confidential Information

Directors, officers and employees should observe the confidentiality of information that they acquire by virtue of their positions at the Company, including information concerning business, marketing, research, development and manufacturing ideas, customers, suppliers, business partners, competitors, and other employees, except where disclosure is approved by the Company or otherwise legally mandated. This information may be proprietary and protected by patent, trademark, copyright or trade secret laws. Of special sensitivity is financial information and clinical trial data, which should under all circumstances be considered confidential except where its disclosure is approved by the Company, or when it has been widely disseminated to the public for at least two full trading days.

Prompt Internal Reporting of Violations of This Code

If you violate or think you have violated any provision of this Code, or if you observe, learn of, or, in good faith, suspect that another person subject to this Code has violated any of its provisions, you must immediately report the actual or suspected violation to the Chief Compliance Officer, another member of the Company's senior management, or the Chair of the Audit Committee and cooperate in any investigating of an actual or suspected violation of this Code. If the violation or suspected violation involves a complaint or concern relating to accounting, internal accounting controls, or auditory matters, and you wish to remain anonymous in raising the complaint or concern you should follow the Audit Committee's procedures for the confidential receipt, retention, and treatment of such complaints and concerns found in the Audit Committee Procedures Regarding Receipt, Retention, and Treatment of Complaints and Concerns Relating to Accounting, Internal Accounting Controls and Auditory Matters. If the violation or suspected violation involves a complaint or concern relating to non-accounting business practices, and you wish to remain anonymous in raising the complaint or concern you should follow the procedure outlined in Company policies regarding the anonymous hotline.

If you report an actual or suspected violation of this Code by another, in good faith, you will not be subject to discipline or retaliation of any kind. A violation of the requirement to report violations or suspected violations, or to cooperate in a Code investigation, may result in disciplinary action.

Compliance Standards and Procedures

To facilitate compliance with this Code, the Company will promote awareness and provide training. We have established the position of the Chief Compliance Officer to oversee this program. The Chief Compliance Officer is the person to whom you can address any questions or concerns. In addition to responding to questions or concerns with respect to potential violations of this Code, the Chief Compliance Officer is responsible for:

- investigating possible violations of the Code;
- training new and current employees in the Code and Company compliance policies;
- distributing copies of the Code annually (via email or otherwise) to each employee with a reminder that each employee is responsible for reading, understanding and complying with the Code;
- updating the Code as needed and alerting employees to any updates;
- reviewing Company adherence to the Code and Company compliance policies; and
- otherwise promoting an atmosphere of responsible and ethical conduct.

Your most immediate resource for any matter related to the Code is your supervisor. He or she may have the information you need or may be able to refer the question to another appropriate source. If you prefer not to go to your supervisor, you should discuss your concern with the Chief Compliance Officer or the Chair of the Audit Committee.

Accountability for Complying with This Code

Reported violations of this Code will be investigated, addressed promptly, and treated confidentially to the extent possible. We strive to impose discipline for each Code violation that fits the nature and particular facts of the violation.

Certain violations of the Code that go unaddressed are treated by the SEC as implicit waivers of the Code. Accordingly, any violation that is discovered and not addressed may have to be disclosed in accordance with the rules and regulations of the SEC or applicable listing standards.

Updated June 2018

**SANGAMO THERAPEUTICS, INC.
 STOCK OPTION GRANT NOTICE
 (2018 EQUITY INCENTIVE PLAN)**

Sangamo Therapeutics, Inc. (the “**Company**”), pursuant to its 2018 Equity Incentive Plan (the “**Plan**”), has granted to Optionholder an option to purchase the number of shares of Common Stock set forth below (the “**Option**”). The Option is subject to all of the terms and conditions as set forth herein and in the Plan, and the Option Terms and Conditions both of which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Option Terms and Conditions shall have the meanings set forth in the Plan or the Option Terms and Conditions.

Optionholder: _____
 Date of Grant: _____
 Vesting Commencement Date: _____
 Number of Shares of Common Stock Subject to Option: _____
 Exercise Price (Per Share): _____
 Total Exercise Price: _____
 Expiration Date: _____

Type of Grant: [Incentive Stock Option¹] OR [Nonstatutory Stock Option]

Exercise and Vesting Schedule: Subject to the Optionholder’s Continuous Service through each applicable vesting date, the Option will vest as follows:

[1/4th of the shares vest and become exercisable one year after the Vesting Commencement Date; the balance of the shares vest and become exercisable in a series of 36 successive equal monthly installments measured from the first anniversary of the Vesting Commencement Date.]

[DRAFTING NOTE: If an E*TRADE form of grant notice is used in lieu of this form of grant notice, the following “Optionholder Acknowledgements” language needs to be incorporated into the E*TRADE option grant notification and affirmatively consented to and/or accepted by the Optionholder. If there are any other outstanding agreements promising future grants of Company equity such agreements should be specifically listed as an exception to the last acknowledgement.]

Optionholder Acknowledgements: By Optionholder’s acceptance, Optionholder understands and agrees that the Option is governed by this Stock Option Grant Notice, and the provisions of the Plan and the Option Terms and Conditions, all of which are made a part of this document.

¹ If this is an Incentive Stock Option, it (plus other outstanding Incentive Stock Options) cannot be first *exercisable* for more than \$100,000 in value (measured by exercise price) in any calendar year. Any excess over \$100,000 is a Nonstatutory Stock Option.

The Optionholder acknowledges that copies of the Plan, Option Terms and Conditions and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Optionholder. Optionholder represents that he or she has read and is familiar with the provisions of the Plan, the Option Terms and Conditions and the prospectus for the Plan. Optionholder acknowledges and agrees that this Grant Notice and the Terms and Conditions may not be modified, amended or revised except in a writing signed by Optionholder and a duly authorized officer of the Company. Optionholder further acknowledges that in the event of any conflict between the provisions in this Grant Notice, the Terms and Conditions, or the Prospectus and the terms of the Plan, the terms of the Plan shall control. Optionholder further acknowledges that the Option Agreement sets forth the entire understanding between Optionholder and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to Optionholder and Common Stock previously issued to Optionholder.

SANGAMO THERAPEUTICS, INC.

By: _____
Alexander D. Macrae, President and Chief Executive Officer

Date: _____

SANGAMO THERAPEUTICS, INC.
2018 EQUITY INCENTIVE PLAN
OPTION TERMS AND CONDITIONS

As reflected by your Stock Option Grant Notice (“**Grant Notice**”), Sangamo Therapeutics, Inc. (the “**Company**”) has granted you an option under its 2018 Equity Incentive Plan (the “**Plan**”) to purchase a number of shares of Common Stock at the exercise price indicated in your Grant Notice (the “**Option**”). Capitalized terms not explicitly defined herein but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms and conditions applicable to your Option are as follows:

1. GOVERNING PLAN DOCUMENT. Your Option is subject to all the provisions of the Plan, including but not limited to the provisions in Section 6 regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Change in Control on your Option, Section 10(f) regarding the Company’s retained rights to terminate your Continuous Service notwithstanding the grant of the Option, and Section 11(b) regarding the tax consequences of your Option. Your Option is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between these Terms and Conditions and the provisions of the Plan, the provisions of the Plan shall control.

2. EXERCISE.

(a) You may generally exercise the vested portion of your Option at any time during its term by delivery of payment of the exercise price and applicable withholding taxes and other required documentation to the Plan Administrator in accordance with the option exercise procedures established by the Plan Administrator, which may include an electronic submission. Please review Sections 4(h), 4(j) and 8(b)(v) of the Plan, which may restrict or prohibit your ability to exercise your Option during certain periods.

(b) You may pay your Option exercise price as follows:

(i) cash, check, bank draft or money order;

(ii) pursuant to a “cashless exercise” program as further described in Section 4(c)(ii) of the Plan if at the time of exercise the Common Stock is publicly traded (or otherwise subject to the Company and/or Committee’s consent at the time of exercise);

(iii) subject to Company and/or Committee consent at the time of exercise, by delivery of previously owned shares of Common Stock as further described in Section 4(c)(iii) of the Plan; or

(iv) subject to Company and/or Committee consent at the time of exercise, if the Option is a Nonstatutory Stock Option, by a “net exercise” arrangement as further described in Section 4(c)(iv) of the Plan.

3. TERM. You may not exercise your Option before the commencement of its term or after its term expires. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

- (a) immediately upon the termination of your Continuous Service for Cause;
- (b) three months after the termination of your Continuous Service for any reason other than Cause, Disability or death;
- (c) 12 months after the termination of your Continuous Service due to your Disability;
- (d) 18 months after your death if you die during your Continuous Service;
- (e) immediately upon a Change in Control if the Board has determined that the Option will terminate in connection with a Change in Control;
- (f) the Expiration Date indicated in your Grant Notice; or
- (g) the day before the 10th anniversary of the Date of Grant.

Notwithstanding the foregoing, if you die during the period provided in Section 3(b) or 3(c) above, the term of your Option shall not expire until the earlier of (i) eighteen months after your death, (ii) upon any termination of the Option in connection with a Change in Control, (iii) the Expiration Date indicated in your Grant Notice, or (iv) the day before the tenth anniversary of the Date of Grant. Additionally, the Post-Termination Exercise Period of your Option may be extended as provided in Section 4(h) of the Plan.

If your Option is an Incentive Stock Option, note that, to obtain the federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the date of grant of your option and ending on the day three months before the date of your option's exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. The Company has provided for extended exercisability of your Option under certain circumstances for your benefit but your Option will not necessarily be treated as an Incentive Stock Option if you exercise your Option more than three months after the date your employment terminates.

4. WITHHOLDING OBLIGATIONS. As further provided in Section 9 of the Plan: (a) you may not exercise your Option unless the applicable tax withholding obligations are satisfied, and (b) at the time you exercise your Option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with the exercise of your Option.

5. **INCENTIVE STOCK OPTION DISPOSITION REQUIREMENT.** If your option is an Incentive Stock Option, you must notify the Company in writing within 15 days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two years after the date of your option grant or within one year after such shares of Common Stock are transferred upon exercise of your option.

6. **TRANSFERABILITY.** Except as otherwise provided in Section 4(e) of the Plan, your Option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you.

7. **QUESTIONS.** If you have questions regarding these or any other terms and conditions applicable to your Option, including the applicable federal income tax consequences please see the prospectus for the Plan which is available on the Company's intranet site. You can request a paper copy of the prospectus for the Plan from the Plan Administrator.

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SANGAMO THERAPEUTICS, INC.
STOCK OPTION GRANT NOTICE
(2018 EQUITY INCENTIVE PLAN)

Sangamo Therapeutics, Inc. (the “**Company**”), pursuant to its 2018 Equity Incentive Plan (the “**Plan**”), has granted to Optionholder an option to purchase the number of shares of Common Stock set forth below (the “**Option**”). The Option is subject to all of the terms and conditions as set forth herein and in the Plan, and the Option Terms and Conditions both of which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Option Terms and Conditions shall have the meanings set forth in the Plan or the Option Terms and Conditions.

Optionholder:	_____
Date of Grant:	_____
Number of Shares of Common Stock Subject to Option:	_____
Exercise Price (Per Share):	_____
Total Exercise Price:	_____
Expiration Date:	_____
Type of Grant:	Nonstatutory Stock Option

Vesting Schedule: Subject to the Optionholder’s Continuous Service through each applicable vesting date, the Option will vest as follows:

[Initial Grant – the shares vest in a series of 36 successive equal monthly installments measured from the Date of Grant.]

[Annual Grant – the shares vest in a series of 12 successive equal monthly installments measured from the Date of Grant.]

100% of the shares vest immediately prior to a Change in Control or Hostile Take-Over during the Optionholder’s Continuous Service or a termination of Optionholder’s Continuous Service due to death or Disability.

[DRAFTING NOTE: If an E*TRADE form of grant notice is used in lieu of this form of grant notice, the following “Optionholder Acknowledgements” language needs to be incorporated into the E*TRADE option grant notification and affirmatively consented to and/or accepted by the Optionholder. If there are any other outstanding agreements promising future grants of Company equity such agreements should be specifically listed as an exception to the last acknowledgement.]

Optionholder Acknowledgements: By Optionholder’s acceptance, Optionholder understands and agrees that the Option is governed by this Stock Option Grant Notice, and the provisions of the Plan and the Option Terms and Conditions, all of which are made a part of this document. The Optionholder acknowledges that copies of the Plan, Option Terms and Conditions and the prospectus for the Plan are available on the Company’s internal web site and may be viewed and

printed by the Optionholder. Optionholder represents that he or she has read and is familiar with the provisions of the Plan, the Option Terms and Conditions and the prospectus for the Plan. Optionholder acknowledges and agrees that this Grant Notice and the Terms and Conditions may not be modified, amended or revised except in a writing signed by Optionholder and a duly authorized officer of the Company. Optionholder further acknowledges that in the event of any conflict between the provisions in this Grant Notice, the Terms and Conditions, or the Prospectus and the terms of the Plan, the terms of the Plan shall control. Optionholder further acknowledges that the Option Agreement sets forth the entire understanding between Optionholder and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to Optionholder, shares of Common Stock previously issued to Optionholder and the Automatic Grant Program.

SANGAMO THERAPEUTICS, INC.

By: _____
Alexander D. Macrae, President and Chief Executive Officer

Date: _____

SANGAMO THERAPEUTICS, INC.
2018 EQUITY INCENTIVE PLAN
OPTION TERMS AND CONDITIONS

As reflected by your Stock Option Grant Notice (“**Grant Notice**”), Sangamo Therapeutics, Inc. (the “**Company**”) has granted you an option under its 2018 Equity Incentive Plan (the “**Plan**”) to purchase a number of shares of Common Stock at the exercise price indicated in your Grant Notice (the “**Option**”). Capitalized terms not explicitly defined herein but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms and conditions applicable to your Option are as follows:

1. GOVERNING PLAN DOCUMENT. Your Option is subject to all the provisions of the Plan, including but not limited to the provisions in Section 6 regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Change in Control on your Option, Section 10(f) regarding the Company’s retained rights to terminate your Continuous Service notwithstanding the grant of the Option, and Section 11(b) regarding the tax consequences of your Option. Your Option is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between these Terms and Conditions and the provisions of the Plan, the provisions of the Plan shall control.

2. EXERCISE.

(a) You may generally exercise the vested or unvested portion of your Option at any time during its term by delivery of payment of the exercise price and applicable withholding taxes and other required documentation to the Plan Administrator in accordance with the option exercise procedures established by the Plan Administrator, which may include an electronic submission. Please review Sections 4(h), 4(j) and 8(b)(v) of the Plan, which may restrict or prohibit your ability to exercise your Option during certain periods. If you elect to exercise any then unvested portion of the Option:

(i) a partial exercise of the Option shall be deemed to cover first vested shares of Common Stock and then the earliest vesting installment of unvested shares of Common Stock;

(ii) any shares of Common Stock so purchased from installments that have not vested as of the date of exercise shall be subject to the repurchase option in favor of the Company as described in the Company’s form of Early Exercise Stock Purchase Agreement; and

(iii) you shall enter into the Company’s form of Early Exercise Stock Purchase Agreement with a vesting schedule that will result in the same vesting as if no early exercise had occurred.

(b) You may pay your Option exercise price as follows:

(i) cash, check, bank draft or money order;

(ii) pursuant to a “cashless exercise” program as further described in Section 4(c)(ii) of the Plan if at the time of exercise the Common Stock is publicly traded (or otherwise subject to the Company and/or Committee’s consent at the time of exercise);

(iii) subject to Company and/or Committee consent at the time of exercise, by delivery of previously owned shares of Common Stock as further described in Section 4(c)(iii) of the Plan; or

(iv) subject to Company and/or Committee consent at the time of exercise, if the Option is a Nonstatutory Stock Option, by a “net exercise” arrangement as further described in Section 4(c)(iv) of the Plan.

3. TERM. You may not exercise your Option before the commencement of its term or after its term expires. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three months after the termination of your Continuous Service for any reason other than Cause, Disability or death;

(c) 12 months after the termination of your Continuous Service due to your Disability;

(d) 18 months after your death if you die during your Continuous Service;

(e) immediately upon a Change in Control if the Board has determined that the Option will terminate in connection with a Change in Control;

(f) the Expiration Date indicated in your Grant Notice; or

(g) the day before the 10th anniversary of the Date of Grant.

Notwithstanding the foregoing, if you die during the period provided in Section 3(b) or 3(c) above, the term of your Option shall not expire until the earlier of (i) eighteen months after your death, (ii) upon any termination of the Option in connection with a Change in Control, (iii) the Expiration Date indicated in your Grant Notice, or (iv) the day before the tenth anniversary of the Date of Grant. Additionally, the Post-Termination Exercise Period of your Option may be extended as provided in Section 4(h) of the Plan.

4. WITHHOLDING OBLIGATIONS. As further provided in Section 9 of the Plan: (a) you may not exercise your Option unless the applicable tax withholding obligations, if any, are satisfied, and (b) at the time you exercise your Option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any

other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a “cashless exercise” pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with the exercise of your Option.

5. TRANSFERABILITY. Except as otherwise provided in Section 4(e) of the Plan, your Option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you.

6. QUESTIONS. If you have questions regarding these or any other terms and conditions applicable to your Option, including the applicable federal income tax consequences please see the prospectus for the Plan which is available on the Company’s intranet site. You can request a paper copy of the prospectus for the Plan from the Plan Administrator.

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SANGAMO THERAPEUTICS, INC.
STOCK OPTION GRANT NOTICE – UK
(2018 EQUITY INCENTIVE PLAN)

Sangamo Therapeutics, Inc. (the “**Company**”), pursuant to its 2018 Equity Incentive Plan (the “**Plan**”), has granted to Optionholder an option to purchase the number of shares of Common Stock set forth below (the “**Option**”). The Option is subject to all of the terms and conditions as set forth herein and in the Plan, and the Option Terms and Conditions both of which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Option Terms and Conditions shall have the meanings set forth in the Plan or the Option Terms and Conditions.

Optionholder:	_____
Date of Grant:	_____
Vesting Commencement Date:	_____
Number of Shares of Common Stock Subject to Option:	_____
Exercise Price (Per Share):	_____
Total Exercise Price:	_____
Expiration Date:	_____

Type of Grant: Nonstatutory Stock Option

Exercise and Vesting Schedule: Subject to the Optionholder’s Continuous Service through each applicable vesting date, the Option will vest as follows:

[1/4th of the shares vest and become exercisable one year after the Vesting Commencement Date; the balance of the shares vest and become exercisable in a series of 36 successive equal monthly installments measured from the first anniversary of the Vesting Commencement Date.]

[DRAFTING NOTE: If an E*TRADE form of grant notice is used in lieu of this form of grant notice, the following “Optionholder Acknowledgements” language needs to be incorporated into the E*TRADE option grant notification and affirmatively consented to and/or accepted by the Optionholder. If there are any other outstanding agreements promising future grants of Company equity such agreements should be specifically listed as an exception to the last acknowledgement.]

Optionholder Acknowledgements: By Optionholder's acceptance, Optionholder understands and agrees that the Option is governed by this Stock Option Grant Notice, and the provisions of the Plan and the Option Terms and Conditions, all of which are made a part of this document. The Optionholder acknowledges that copies of the Plan, Option Terms and Conditions and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Optionholder. Optionholder represents that he or she has read and is familiar with the provisions of the Plan, the Option Terms and Conditions and the prospectus for the Plan. Optionholder acknowledges and agrees that this Grant Notice and the Terms and Conditions may not be modified, amended or revised except in a writing signed by Optionholder and a duly authorized officer of the Company. Optionholder further acknowledges that in the event of any conflict between the provisions in this Grant Notice, the Terms and Conditions, or the Prospectus and the terms of the Plan, the terms of the Plan shall control. Optionholder further acknowledges that the Option Agreement sets forth the entire understanding between Optionholder and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to Optionholder and Common Stock previously issued to Optionholder.

SANGAMO THERAPEUTICS, INC.

By: _____
Alexander D. Macrae, President and Chief Executive Officer

Date: _____

SANGAMO THERAPEUTICS, INC.
2018 EQUITY INCENTIVE PLAN
OPTION TERMS AND CONDITIONS - UK

As reflected by your Stock Option Grant Notice (“**Grant Notice**”), Sangamo Therapeutics, Inc. (the “**Company**”) has granted you an option under its 2018 Equity Incentive Plan (the “**Plan**”) to purchase a number of shares of Common Stock at the exercise price indicated in your Grant Notice (the “**Option**”). Capitalized terms not explicitly defined herein but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms and conditions applicable to your Option are as follows:

1. GOVERNING PLAN DOCUMENT. Your Option is subject to all the provisions of the Plan, including but not limited to the provisions in Section 6 regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Change in Control on your Option, Section 10(f) regarding the Company’s retained rights to terminate your Continuous Service notwithstanding the grant of the Option, and Section 11(b) regarding the tax consequences of your Option. Your Option is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between these Terms and Conditions and the provisions of the Plan, the provisions of the Plan shall control.

2. EXERCISE.

(a) You may generally exercise the vested portion of your Option at any time during its term by delivery of payment of the exercise price and applicable withholding taxes and other required documentation to the Plan Administrator in accordance with the option exercise procedures established by the Plan Administrator, which may include an electronic submission. Please review Sections 4(h), 4(j) and 8(b)(v) of the Plan, which may restrict or prohibit your ability to exercise your Option during certain periods.

(b) You may pay your Option exercise price as follows:

(i) cash, check, bank draft or money order;

(ii) pursuant to a “cashless exercise” program as further described in Section 4(c)(ii) of the Plan if at the time of exercise the Common Stock is publicly traded (or otherwise subject to the Company and/or Committee’s consent at the time of exercise);

(iii) subject to Company and/or Committee consent at the time of exercise, by delivery of previously owned shares of Common Stock as further described in Section 4(c)(iii) of the Plan; or

(iv) subject to Company and/or Committee consent at the time of exercise by a “net exercise” arrangement as further described in Section 4(c)(iv) of the Plan.

2.

3. TERM. You may not exercise your Option before the commencement of its term or after its term expires. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

- (a) immediately upon the termination of your Continuous Service for Cause;
- (b) three months after the termination of your Continuous Service for any reason other than Cause, Disability or death;
- (c) 12 months after the termination of your Continuous Service due to your Disability;
- (d) 18 months after your death if you die during your Continuous Service;
- (e) immediately upon a Change in Control if the Board has determined that the Option will terminate in connection with a Change in Control;
- (f) the Expiration Date indicated in your Grant Notice; or
- (g) the day before the 10th anniversary of the Date of Grant.

Notwithstanding the foregoing, if you die during the period provided in Section 3(b) or 3(c) above, the term of your Option shall not expire until the earlier of (i) eighteen months after your death, (ii) upon any termination of the Option in connection with a Change in Control, (iii) the Expiration Date indicated in your Grant Notice, or (iv) the day before the tenth anniversary of the Date of Grant. Additionally, the Post-Termination Exercise Period of your Option may be extended as provided in Section 4(h) of the Plan.

4. WITHHOLDING OBLIGATIONS. As further provided in Section 9 of the Plan:

- (a) you may not exercise your Option unless the applicable tax withholding obligations are satisfied;
- (b) at the time you exercise your Option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a “cashless exercise” pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with the exercise of your Option; and
- (c) as a condition of the exercise of your Option, you unconditionally and irrevocably agree:
 - (i) to provide for payment to the Company and indemnify the Company in respect of (1) all liability to UK income tax which the Company is liable to account for on your behalf directly to HM Revenue & Customs; (2) all liability to national insurance contributions which the Company is liable to account for on your behalf to HM Revenue &

Customs (including secondary class 1 (employer's) national insurance contributions for which you are liable and hereby agree to pay); and (3) all liability to national insurance contributions for which the Company is liable which arises as a consequence of or in connection with the exercise of your Option where the appropriate joint election has been made (the "**UK Tax Liability**"); or

(ii) to permit the Company to sell at the best price which it can reasonably obtain such number of shares of Common Stock allocated or allotted to you following exercise as will provide the Company with an amount equal to the UK Tax Liability; and to permit the Company to withhold an amount not exceeding the UK Tax Liability from any payment made to you (including, but not limited to salary); and

(iii) if so required by the Company, and, to the extent permitted by law, to enter into a joint election or other arrangements under which the liability for all or part of such employer's national insurance contributions liability is transferred to you; and

(iv) to sign, promptly, all documents required by the Company to effect the terms of this provision, and references in this provision to "the Company" shall, if applicable, be construed as also referring to any Affiliate.

5. **TRANSFERABILITY.** Your Option is not transferable, except on death to your personal representative, and is exercisable during your life only by you.

6. **WAIVER OF RIGHTS.** You waive all rights to compensation or damages in consequence of the termination of your office or employment with the Company or any Affiliate for any reason whatsoever (whether lawful or unlawful and including, without prejudice to the foregoing, in circumstances giving rise to a claim for wrongful dismissal) in so far as those rights arise or may arise from you ceasing to hold or being able to vest or exercise your Option, or from the loss or diminution in value of any rights or entitlements in connection with the Plan.

7. **PERSONAL DATA.** You understand that your employer, if applicable, the Company, and/or its Affiliates hold certain personal information about you, including but not limited to your name, home address, telephone number, date of birth, social security or equivalent tax identification number, salary, nationality, job title, and details of this Option (the "**Personal Data**"). Certain Personal Data may also constitute "**Sensitive Personal Data**" or similar classification under applicable local law and be subject to additional restrictions on collection, processing and use of the same under such laws. The Company and/or its Affiliates collect, hold, and process any such Personal Data for the purpose of administering your Option under the terms of the Plan and these Terms and Conditions and such collection, holding and processing is necessary for such performance. The Company and/or its Affiliates shall retain such Personal Data for as long as necessary to perform such duties as contemplated by these Terms and Conditions. The Company and/or its Affiliates may transfer any such Personal Data outside the country in which you are employed or retained, including the United States which does not provide for an adequate level of data protection based on an EU Commission decision. As an appropriate safeguard for such Personal Data, and also as the legal basis for such transfer, the Company and/or its Affiliates have put in place appropriate measures to ensure that your Personal Data is treated consistently with EU data protection laws. The legal persons with whom such Personal Data may be shared are the Company, the Plan Administrator and any other broker

company providing services to the Company in connection with the administration of the Plan. You have the right, in certain circumstances, to access, correct, restrict the processing of, erase and port your Personal Data and also to object to the processing of your Personal Data and/or automated decision-making using your Personal Data. You also have the right to complain to your local data protection supervisory authority. For details as to how you can exercise your rights please contact the Plan Administrator identified in the prospectus for the Plan.

8. QUESTIONS. If you have questions regarding these or any other terms and conditions applicable to your Option, including the applicable federal income tax consequences please see the prospectus for the Plan which is available on the Company's intranet site. You can request a paper copy of the prospectus for the Plan from the Plan Administrator.

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SANGAMO THERAPEUTICS, INC.
RESTRICTED STOCK UNIT GRANT NOTICE
(2018 EQUITY INCENTIVE PLAN)

Sangamo Therapeutics, Inc. (the “*Company*”) has awarded to Participant the number of restricted stock units specified and on the terms set forth below (the “*Award*”). The Award is subject to all of the terms and conditions as set forth herein and in the Company’s 2018 Equity Incentive Plan (the “*Plan*”) and the Restricted Stock Unit Terms and Conditions (the “*Terms and Conditions*”), which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Terms and Conditions shall have the meanings set forth in the Plan or the Terms and Conditions.

Participant: _____
Date of Grant: _____
Vesting Commencement Date: _____
Number of Restricted Stock Units: _____
Consideration: Participant’s Services

Vesting Schedule: Subject to the Participant’s Continuous Service through each applicable vesting date, the Award will vest as follows:

[The Award vests in three equal annual installments on each anniversary of the Vesting Commencement Date].

Issuance Schedule: One share of Common Stock will be issued for each restricted stock unit which vests at the time set forth in Section 5 of the Terms and Conditions.

[DRAFTING NOTE: If an E*TRADE form of grant notice is used in lieu of this form of grant notice, the following “Participant Acknowledgements” language needs to be incorporated into the E*TRADE Award grant notification and affirmatively consented to and/or accepted by the Participant. If there are any other outstanding agreements promising future grants of Company equity such agreements should be specifically listed as an exception to the last acknowledgement.]

Participant Acknowledgements: By Participant’s electronic acceptance, Participant understands and agrees that the Award is governed by this Restricted Stock Unit Grant Notice, and the provisions of the Plan and the Terms and Conditions, all of which are made a part of this document. The Participant acknowledges that copies of the Plan, Terms and Conditions and the prospectus for the Plan are available on the Company’s internal web site and may be viewed and printed by the Participant. Participant represents that he or she has read and is familiar with the provisions of the Plan, the Terms and Conditions and the prospectus for the Plan. Participant acknowledges and agrees that this Grant Notice and the Terms and Conditions may not be modified, amended or revised except in a writing signed by Participant and a duly authorized

officer of the Company. Participant further acknowledges that in the event of any conflict between the provisions in this Grant Notice, the Terms and Conditions, or the Prospectus and the terms of the Plan, the terms of the Plan shall control. Participant further acknowledges that the Award Agreement sets forth the entire understanding between Participant and the Company regarding the acquisition of stock in the Company and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to Participant and Common Stock previously issued to Participant.

SANGAMO THERAPEUTICS, INC.

By: _____
Alexander D. Macrae, President and Chief Executive Officer

Date: _____

SANGAMO THERAPEUTICS, INC.

2018 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT TERMS AND CONDITIONS

As reflected by your Restricted Stock Unit Grant Notice (“**Grant Notice**”) Sangamo Therapeutics, Inc. (the “**Company**”) has granted you a Restricted Stock Unit Award under its 2018 Equity Incentive Plan (the “**Plan**”) for the number of restricted stock units as indicated in your Grant Notice (the “**Award**”). Defined terms not explicitly defined in these Terms and Conditions but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms and conditions applicable to your Award are as follows:

1. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, including but not limited to the provisions in Section 6 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Change in Control on your Award, Section 10(f) regarding the Company’s retained rights to terminate your Continuous Service notwithstanding the grant of the Award, and Section 11(b) regarding the tax consequences of your Award. Your Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between these Terms and Conditions and the provisions of the Plan, the provisions of the Plan shall control.

2. GRANT OF THE AWARD. This Award represents your right to be issued on a future date the number of shares of Common Stock that is equal to the number of restricted stock units indicated in the Grant Notice subject to your satisfaction of the vesting conditions set forth therein (the “**Stock Units**”). Any additional Stock Units that become subject to the Award pursuant to Capitalization Adjustments as set forth in the Plan, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Stock Units covered by your Award.

3. DIVIDENDS. You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment as provided in the Plan; provided, however, that this sentence shall not apply with respect to any shares of Common Stock that are delivered to you in connection with your Award after such shares have been delivered to you.

4. **WITHHOLDING OBLIGATIONS.** As further provided in Section 9 of the Plan, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with your Award (the “**Withholding Taxes**”). Unless the Withholding Taxes are satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the Award.

5. **DATE OF ISSUANCE.** To the extent your Award is exempt from application of Section 409A of the Code and any state law of similar effect (collectively “**Section 409A**”), the Company will deliver to you a number of shares of Common Stock equal to the number of vested Stock Units subject to your Award that relate to those vested Stock Units on the applicable vesting date(s), or if such date is not a business day, such delivery date shall instead fall on the next following business day (the “**Original Distribution Date**”). Notwithstanding the foregoing, in the event that you are prohibited from selling shares of Common Stock in the public market on the scheduled delivery date by the Trading Policy or otherwise, and the Company elects not to satisfy its tax withholding obligations by: (i) withholding shares from your distribution, (ii) withholding from payroll or other amounts payable to you, or (iii) permitting you to provide for a cash payment of such amounts, then such shares shall not be delivered on such Original Distribution Date and shall instead be delivered on the first business day when you are not prohibited from selling shares of Common Stock in the open market, but in no event later than the 15th day of the third calendar month of the calendar year following the calendar year in which the shares covered by the Award vest. Delivery of the shares in settlement of your Award is intended to comply with the requirements for the short-term deferral exemption available under Treasury Regulations Section 1.409A-1(b)(4) and shall be construed and administered in such manner. However, if and to the extent the Award is a Non-Exempt Award, the provisions of Section 12 of the Plan shall govern the timing of delivery of the shares in settlement of the Award in lieu of the provisions in this Section 5.

6. **QUESTIONS.** If you have questions regarding these or any other terms and conditions applicable to your Award, including the applicable federal income tax consequences please see the prospectus for the Plan which is available on the Company’s intranet site. You can request a paper copy of the prospectus for the Plan from the Plan Administrator.

2.

SANGAMO THERAPEUTICS, INC.
RESTRICTED STOCK UNIT GRANT NOTICE
(2018 EQUITY INCENTIVE PLAN)

Sangamo Therapeutics, Inc. (the “*Company*”) has awarded to Participant the number of restricted stock units specified and on the terms set forth below (the “*Award*”). The Award is subject to all of the terms and conditions as set forth herein and in the Company’s 2018 Equity Incentive Plan (the “*Plan*”) and the Restricted Stock Unit Terms and Conditions (the “*Terms and Conditions*”), which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Terms and Conditions shall have the meanings set forth in the Plan or the Terms and Conditions.

Participant: _____
Date of Grant: _____
Number of Restricted Stock Units: _____
Consideration: Participant’s Services

Vesting Schedule: Subject to the Participant’s Continuous Service through each applicable vesting date, the Award will vest as follows:

[Initial Award—the Award vests in three equal annual installments on each anniversary of the Date of Grant].

[Annual Award—100% of the Award fully vests on the earlier of (i) the first anniversary of the Date of Grant or (ii) the day prior to the next annual meeting of Company’s stockholders that occurs following the Date of Grant.]

100% of the Award will vest immediately prior to a Change in Control or Hostile Take-Over during the Participant’s Continuous Service or a termination of Participant’s Continuous Service due to death or Disability.

Issuance Schedule: One share of Common Stock will be issued for each restricted stock unit which vests at the time set forth in Section 5 of the Terms and Conditions.

[DRAFTING NOTE: If an E*TRADE form of grant notice is used in lieu of this form of grant notice, the following “Participant Acknowledgements” language needs to be incorporated into the E*TRADE Award grant notification and affirmatively consented to and/or accepted by the Participant. If there are any other outstanding agreements promising future grants of Company equity such agreements should be specifically listed as an exception to the last acknowledgement.]

Participant Acknowledgements: By Participant’s electronic acceptance, Participant understands and agrees that the Award is governed by this Restricted Stock Unit Grant Notice, and the provisions of the Plan and the Terms and Conditions, all of which are made a part of this

document. The Participant acknowledges that copies of the Plan, Terms and Conditions and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant. Participant represents that he or she has read and is familiar with the provisions of the Plan, the Terms and Conditions and the prospectus for the Plan. Participant acknowledges and agrees that this Grant Notice and the Terms and Conditions may not be modified, amended or revised except in a writing signed by Participant and a duly authorized officer of the Company. Participant further acknowledges that in the event of any conflict between the provisions in this Grant Notice, the Terms and Conditions, or the Prospectus and the terms of the Plan, the terms of the Plan shall control. Participant further acknowledges that the Award Agreement sets forth the entire understanding between Participant and the Company regarding the acquisition of stock in the Company and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to Participant, Common Stock previously issued to Participant and the Automatic Grant Program.

SANGAMO THERAPEUTICS, INC.

By: _____
Alexander D. Macrae, President and Chief Executive Officer

Date: _____

SANGAMO THERAPEUTICS, INC.

2018 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT TERMS AND CONDITIONS

As reflected by your Restricted Stock Unit Grant Notice (“**Grant Notice**”) Sangamo Therapeutics, Inc. (the “**Company**”) has granted you a Restricted Stock Unit Award under its 2018 Equity Incentive Plan (the “**Plan**”) for the number of restricted stock units as indicated in your Grant Notice (the “**Award**”). Defined terms not explicitly defined in these Terms and Conditions but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms and conditions applicable to your Award are as follows:

1. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, including but not limited to the provisions in Section 6 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Change in Control on your Award, Section 10(f) regarding the Company’s retained rights to terminate your Continuous Service notwithstanding the grant of the Award, and Section 11(b) regarding the tax consequences of your Award. Your Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between these Terms and Conditions and the provisions of the Plan, the provisions of the Plan shall control.

2. GRANT OF THE AWARD. This Award represents your right to be issued on a future date the number of shares of Common Stock that is equal to the number of restricted stock units indicated in the Grant Notice subject to your satisfaction of the vesting conditions set forth therein (the “**Stock Units**”). Any additional Stock Units that become subject to the Award pursuant to Capitalization Adjustments as set forth in the Plan, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Stock Units covered by your Award.

3. DIVIDENDS. You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment as provided in the Plan; provided, however, that this sentence shall not apply with respect to any shares of Common Stock that are delivered to you in connection with your Award after such shares have been delivered to you.

4. **WITHHOLDING OBLIGATIONS.** As further provided in Section 9 of the Plan, you hereby authorize withholding from any amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with your Award (the “**Withholding Taxes**”). Unless the Withholding Taxes are satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the Award.

5. **DATE OF ISSUANCE.** To the extent your Award is exempt from application of Section 409A of the Code and any state law of similar effect (collectively “**Section 409A**”), the Company will deliver to you a number of shares of Common Stock equal to the number of vested Stock Units subject to your Award that relate to those vested Stock Units on the applicable vesting date(s), or if such date is not a business day, such delivery date shall instead fall on the next following business day (the “**Original Distribution Date**”). Notwithstanding the foregoing, in the event that you are prohibited from selling shares of Common Stock in the public market on the scheduled delivery date by the Trading Policy or otherwise, to the extent the issuance of the shares is subject to tax withholding and the Company elects not to satisfy its tax withholding obligations by: (i) withholding from other amounts payable to you, or (ii) permitting you to provide for a cash payment of such amounts, then such shares shall not be delivered on such Original Distribution Date and shall instead be delivered on the first business day when you are not prohibited from selling shares of Common Stock in the open market, but in no event later than the 15th day of the third calendar month of the calendar year following the calendar year in which the shares covered by the Award vest. Delivery of the shares in settlement of your Award is intended to comply with the requirements for the short-term deferral exemption available under Treasury Regulations Section 1.409A-1(b)(4) and shall be construed and administered in such manner. However, if and to the extent the Award is a Non-Exempt Award, the provisions of Section 12 of the Plan shall govern the timing of delivery of the shares in settlement of the Award in lieu of the provisions in this Section 5.

6. **QUESTIONS.** If you have questions regarding these or any other terms and conditions applicable to your Award, including the applicable federal income tax consequences please see the prospectus for the Plan which is available on the Company’s intranet site. You can request a paper copy of the prospectus for the Plan from the Plan Administrator.

SANGAMO THERAPEUTICS, INC.
RESTRICTED STOCK UNIT GRANT NOTICE – UK
(2018 EQUITY INCENTIVE PLAN)

Sangamo Therapeutics, Inc. (the “*Company*”) has awarded to Participant the number of restricted stock units specified and on the terms set forth below (the “*Award*”). The Award is subject to all of the terms and conditions as set forth herein and in the Company’s 2018 Equity Incentive Plan (the “*Plan*”) and the Restricted Stock Unit Terms and Conditions (the “*Terms and Conditions*”), which are incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Terms and Conditions shall have the meanings set forth in the Plan or the Terms and Conditions.

Participant: _____
Date of Grant: _____
Vesting Commencement Date: _____
Number of Restricted Stock Units: _____
Consideration: Participant’s Services

Vesting Schedule: Subject to the Participant’s Continuous Service through each applicable vesting date, the Award will vest as follows:

[The Award vests in three equal annual installments on each anniversary of the Vesting Commencement Date].

Issuance Schedule: One share of Common Stock will be issued for each restricted stock unit which vests at the time set forth in Section 5 of the Terms and Conditions.

[DRAFTING NOTE: If an E*TRADE form of grant notice is used in lieu of this form of grant notice, the following “Participant Acknowledgements” language needs to be incorporated into the E*TRADE Award grant notification and affirmatively consented to and/or accepted by the Participant. If there are any other outstanding agreements promising future grants of Company equity such agreements should be specifically listed as an exception to the last acknowledgement.]

Participant Acknowledgements: By Participant’s electronic acceptance, Participant understands and agrees that the Award is governed by this Restricted Stock Unit Grant Notice, and the provisions of the Plan and the Terms and Conditions, all of which are made a part of this document. The Participant acknowledges that copies of the Plan, Terms and Conditions and the prospectus for the Plan are available on the Company’s internal web site and may be viewed and printed by the Participant. Participant represents that he or she has read and is familiar with the provisions of the Plan, the Terms and Conditions and the prospectus for the Plan. Participant acknowledges and agrees that this Grant Notice and the Terms and Conditions may not be modified, amended or revised except in a writing signed by Participant and a duly authorized officer of the Company. Participant further acknowledges that in the event of any conflict

between the provisions in this Grant Notice, the Terms and Conditions, or the Prospectus and the terms of the Plan, the terms of the Plan shall control. Participant further acknowledges that the Award Agreement sets forth the entire understanding between Participant and the Company regarding the acquisition of stock in the Company and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to Participant and Common Stock previously issued to Participant.

SANGAMO THERAPEUTICS, INC.

By: _____
Alexander D. Macrae, President and Chief Executive Officer

Date: _____

SANGAMO THERAPEUTICS, INC.

2018 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT TERMS AND CONDITIONS - UK

As reflected by your Restricted Stock Unit Grant Notice (“**Grant Notice**”) Sangamo Therapeutics, Inc. (the “**Company**”) has granted you a Restricted Stock Unit Award under its 2018 Equity Incentive Plan (the “**Plan**”) for the number of restricted stock units as indicated in your Grant Notice (the “**Award**”). Defined terms not explicitly defined in these Terms and Conditions but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms and conditions applicable to your Award are as follows:

1. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, including but not limited to the provisions in Section 6 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Change in Control on your Award, Section 10(f) regarding the Company’s retained rights to terminate your Continuous Service notwithstanding the grant of the Award, and Section 11(b) regarding the tax consequences of your Award. Your Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between these Terms and Conditions and the provisions of the Plan, the provisions of the Plan shall control.

2. GRANT OF THE AWARD. This Award represents your right to be issued on a future date the number of shares of Common Stock that is equal to the number of restricted stock units indicated in the Grant Notice subject to your satisfaction of the vesting conditions set forth therein (the “**Stock Units**”). Any additional Stock Units that become subject to the Award pursuant to Capitalization Adjustments as set forth in the Plan, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Stock Units covered by your Award.

3. DIVIDENDS. You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment as provided in the Plan; provided, however, that this sentence shall not apply with respect to any shares of Common Stock that are delivered to you in connection with your Award after such shares have been delivered to you.

4. **WITHHOLDING OBLIGATIONS.** As further provided in Section 9 of the Plan:

(a) you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with your Award (the “**Withholding Taxes**”). Unless the Withholding Taxes are satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the Award;

(b) as a condition of the vesting of your Award, you unconditionally and irrevocably agree:

(i) to provide for payment to the Company and indemnify the Company in respect of (1) all liability to UK income tax which the Company is liable to account for on your behalf directly to HM Revenue & Customs; (2) all liability to national insurance contributions which the Company is liable to account for on your behalf to HM Revenue & Customs (including secondary class 1 (employer’s) national insurance contributions for which you may liable and, to the extent permitted by law, hereby agree to pay); and (3) all liability to national insurance contributions for which the Company is liable which arises as a consequence of or in connection with your Award where the appropriate joint election has been made (the “**UK Tax Liability**”); or

(ii) to permit the Company to sell at the best price which it can reasonably obtain such number of shares of Common Stock allocated or allotted to you following vesting as will provide the Company with an amount equal to the UK Tax Liability; and to permit the Company to withhold an amount not exceeding the UK Tax Liability from any payment made to you (including, but not limited to salary); and

(iii) if so required by the Company, and, to the extent permitted by law, to enter into a joint election or other arrangements under which the liability for all or part of such employer’s national insurance contributions liability is transferred to you; and

(iv) to sign, promptly, all documents required by the Company to effect the terms of this provision, and references in this provision to “the Company” shall, if applicable, be construed as also referring to any Affiliate.

5. **DATE OF ISSUANCE.** To the extent your Award is exempt from application of Section 409A of the Code and any state law of similar effect (collectively “**Section 409A**”), the Company will deliver to you a number of shares of Common Stock equal to the number of vested Stock Units subject to your Award that relate to those vested Stock Units on the applicable vesting date(s), or if such date is not a business day, such delivery date shall instead fall on the next following business day (the “**Original Distribution Date**”). Notwithstanding the foregoing, in the event that you are prohibited from selling shares of Common Stock in the public market on the scheduled delivery date by the Trading Policy or otherwise, and the Company elects not to satisfy its tax withholding obligations by: (i) withholding shares from your distribution, (ii) withholding from payroll or other amounts payable to you, or (iii) permitting you to provide for a cash payment of such amounts, then such shares shall not be delivered on such Original Distribution Date and shall instead be delivered on the first business

day when you are not prohibited from selling shares of Common Stock in the open market, but in no event later than the 15th day of the third calendar month of the calendar year following the calendar year in which the shares covered by the Award vest. Delivery of the shares in settlement of your Award is intended to comply with the requirements for the short-term deferral exemption available under Treasury Regulations Section 1.409A-1(b)(4) and shall be construed and administered in such manner. However, if and to the extent the Award is a Non-Exempt Award, the provisions of Section 12 of the Plan shall govern the timing of delivery of the shares in settlement of the Award in lieu of the provisions in this Section 5.

6. TRANSFERABILITY. Your Award is not transferable, except on death to your personal representative.

7. WAIVER OF RIGHTS. You waive all rights to compensation or damages in consequence of the termination of your office or employment with the Company or any Affiliate for any reason whatsoever (whether lawful or unlawful and including, without prejudice to the foregoing, in circumstances giving rise to a claim for wrongful dismissal) in so far as those rights arise or may arise from you ceasing to hold or being able to vest your Award, or from the loss or diminution in value of any rights or entitlements in connection with the Plan.

8. PERSONAL DATA. You understand that your employer, if applicable, the Company, and/or its Affiliates hold certain personal information about you, including but not limited to your name, home address, telephone number, date of birth, social security or equivalent tax identification number, salary, nationality, job title, and details of your Award (the “**Personal Data**”). Certain Personal Data may also constitute “**Sensitive Personal Data**” or similar classification under applicable local law and be subject to additional restrictions on collection, processing and use of the same under such laws. The Company and/or its Affiliates collect, hold, and process any such Personal Data for the purpose of administering your Award under the terms of the Plan and these Terms and Conditions and such collection, holding and processing is necessary for such performance. The Company and/or its Affiliates shall retain such Personal Data for as long as necessary to perform such duties as contemplated by these Terms and Conditions. The Company and/or its Affiliates may transfer any such Personal Data outside the country in which you are employed or retained, including the United States which does not provide for an adequate level of data protection based on an EU Commission decision. As an appropriate safeguard for such Personal Data, and also as the legal basis for such transfer, the Company and/or its Affiliates have put in place appropriate measures to ensure that your Personal Data is treated consistently with EU data protection laws. The legal persons with whom such Personal Data may be shared are the Company, the Plan Administrator and any other broker company providing services to the Company in connection with the administration of the Plan. You have the right, in certain circumstances, to access, correct, restrict the processing of, erase and port your Personal Data and also to object to the processing of your Personal Data and/or automated decision-making using your Personal Data. You also have the right to complain to your local data protection supervisory authority. For details as to how you can exercise your rights please contact the Plan Administrator identified in the prospectus for the Plan.

9. QUESTIONS. If you have questions regarding these or any other terms and conditions applicable to your Award, including the applicable federal income tax consequences please see the prospectus for the Plan which is available on the Company’s intranet site. You can request a paper copy of the prospectus for the Plan from the Plan Administrator.