

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

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**FORM 8-K**

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CURRENT REPORT

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

Date of Report (Date of earliest event reported): **March 17, 2020**

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**ORCHARD THERAPEUTICS PLC**

(Exact name of Registrant as Specified in Its Charter)

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**England and Wales**  
(State or Other Jurisdiction  
of Incorporation)

**001-38722**  
(Commission File Number)

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

**108 Cannon Street**  
**London EC4N 6EU**  
**United Kingdom**  
(Address of Principal Executive Offices; Zip Code)

Registrant's Telephone Number, Including Area Code: **+44 (0) 203 808 8286**

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

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
American Depositary Shares, each representing one ordinary share, nominal value £0.10 per share	ORTX	The Nasdaq Global Select Market

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

Emerging growth company

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

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

***(1) Departure of Mark Rothera as President, Chief Executive Officer and Director***

Effective as of March 17, 2020, Mark Rothera resigned from his positions as President and Chief Executive Officer of Orchard Therapeutics plc (the “Company”) and as a director of the Company.

On March 17, 2020, the Company entered into a Separation Agreement and Release with Mr. Rothera (the “Rothera Separation Agreement”), which provides, among other things, that Mr. Rothera will receive (i) an amount equal to 12 months of his base salary, payable in substantially equal installments in accordance with the Company’s payroll practice over 12 months, provided that Mr. Rothera has not breached any of his continuing obligations, (ii) a pro-rated bonus representing Mr. Rothera’s 50% target bonus for 2020, and (iii) reimbursement of COBRA premiums for health benefit coverage for up to 12 months, in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. Rothera had he remained employed with the Company. Additionally, all time-based equity awards held by Mr. Rothera that would have vested had Mr. Rothera remained employed by the Company for an additional 12 months following March 17, 2020 shall immediately vest and become fully exercisable or non-forfeitable. With respect to vested awards held by Mr. Rothera as of the date of his separation, the Company has agreed to extend the exercise period until the earlier of (a) the original expiration date for such vested awards or (b) 12 months after the date of his separation. After taking into account the acceleration of time-based equity awards described above, the unvested equity awards held by Mr. Rothera at the time of his separation will not be exercisable, unless a change in control of the Company occurs within three months of Mr. Rothera’s separation, in which case such unvested equity awards will be accelerated in full. If a change in control does not occur within three months following Mr. Rothera’s separation, such unvested portion of his equity awards shall terminate or be forfeited on the three month anniversary of Mr. Rothera’s separation.

The foregoing summary of the Rothera Separation Agreement is qualified in its entirety by reference to the full Rothera Separation Agreement filed herewith as Exhibit 10.1 and incorporated by reference herein.

Additionally, the Company entered into a settlement agreement with Mr. Rothera in connection with his resignation, providing for the settlement and waiver of outstanding or future claims against the Company (the “Rothera Settlement Agreement”). The Rothera Settlement Agreement is filed herewith as Exhibit 10.2 and incorporated by reference herein.

***(2) Appointment of Bobby Gaspar, M.D., Ph.D. as Chief Executive Officer***

On March 18, 2020, the Company announced the appointment of Hubert “Bobby” Gaspar, M.D., Ph.D., as Chief Executive Officer of the Company, effective March 18, 2020. Dr. Gaspar, age 56, is appointed to this role from his previous role of President of Research and Chief Scientific Officer of the Company.

In connection with Dr. Gaspar’s promotion to Chief Executive Officer, Orchard Therapeutics (Europe) Limited, a subsidiary of the Company, entered into a variation of employment contract with Dr. Gaspar (the “Gaspar Variation Agreement”), which provides for, among other things: (i) a base salary of £440,000, to be reviewed annually, (ii) target annual cash incentive compensation of 60% of Dr. Gaspar’s base salary, based on individual and/or Company performance, and (iii) additional severance and change in control benefits. If Dr. Gaspar is terminated without cause or resigns his employment for good reason, he will be entitled to, among other things: (i) 12 months of severance based on his then-annual base salary, (ii) an amount equal to his annual cash incentive compensation for the year prior to the year in which his employment terminates, to the extent such cash incentive compensation payment has not yet been paid and otherwise would have been earned, (iii) continuation of health benefits for 12 months, and (iv) a pro-rated amount of his target annual bonus compensation for the financial year in which he resigns. “Cause” and “good reason” are each defined in the Contract of Employment, by and between Orchard Therapeutics (Europe) Limited (f/k/a Orchard Therapeutics Limited) and Dr. Gaspar, dated January 8, 2018 (the “Original Gaspar Agreement”). In the event that such termination without cause or resignation for good reason occurs within a 12-month period following a change of control (as defined in the Original Gaspar Agreement), Dr. Gaspar will be entitled to, among other things: (i) 18 months of severance based on his then-annual base salary, (ii) one and one half times his target cash incentive compensation for the year in which his employment terminates, payable in a lump sum in cash, (iii) continuation of health benefits for 18 months, and (iv) immediate acceleration of vesting of all stock options and other stock-based awards held by Dr. Gaspar.

Dr. Gaspar was also granted an option to purchase 300,000 of the Company's ordinary shares in connection with his promotion, at an exercise price per share equal to the closing price of the Company's American Depositary Shares on the Nasdaq Global Select Market on April 1, 2020. The options will vest in equal monthly installments over four years commencing on the grant date.

The foregoing summary of the Gaspar Variation Agreement is qualified in its entirety by reference to the full Gaspar Variation Agreement filed herewith as Exhibit 10.3 and incorporated by reference herein.

### **(3) Appointment of Frank Thomas as President and Chief Operating Officer**

On March 18, 2020, the Company announced the appointment of Frank Thomas as President and Chief Operating Officer of the Company, effective March 18, 2020. Mr. Thomas, age 50, is appointed to this role from his previous role of Chief Financial Officer and Chief Operating Officer of the Company. Mr. Thomas will continue to serve as the principal financial officer and principal accounting officer of the Company.

In connection with Mr. Thomas' promotion, the Company entered into an amendment to its employment agreement with Mr. Thomas (the "Thomas Agreement"), which provides for, among other things, target annual incentive compensation of 45% of Mr. Thomas's base salary, effective January 1, 2020. Mr. Thomas was also granted an option to purchase 150,000 of the Company's ordinary shares in connection with his promotion, at an exercise price per share equal to the closing price of the Company's American Depositary Shares on the Nasdaq Global Select Market on April 1, 2020. The options will vest in equal monthly installments over four years commencing on the grant date.

The foregoing summary of the Thomas Agreement is qualified in its entirety by reference to the full Thomas Agreement filed herewith as Exhibit 10.4 and incorporated by reference herein.

### **Item 7.01 Regulation FD Disclosure.**

A copy of the Company's press release relating to the foregoing announcements is attached as Exhibit 99.1 to this current report on Form 8-K.

*The information contained in Item 7.01 of this report and Exhibit 99.1 attached hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.*

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#">Separation Agreement and Release, dated March 17, 2020, by and among the Company, Orchard Therapeutics North America and Mark Rothera</a>
10.2	<a href="#">Settlement Agreement without Prejudice and Subject to Contract, dated March 17, 2020, by and among the Company, Orchard Therapeutics (Europe) Limited, Orchard Therapeutics North America and Mark Rothera</a>
10.3	<a href="#">Variation to Contract of Employment, dated March 18, 2020, by and between Orchard Therapeutics (Europe) Limited and Hubert Gaspar, M.D., Ph.D.</a>
10.4	<a href="#">First Amendment to Employment Agreement, dated March 18, 2020, by and among the Company, Orchard Therapeutics North America and Frank Thomas</a>
99.1	<a href="#">Press release dated March 18, 2020</a>

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**SIGNATURES**

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

Date: March 20, 2020

**ORCHARD THERAPEUTICS PLC**

By: /s/Frank E. Thomas

Frank E. Thomas

President and Chief Operating Officer

**SEPARATION AGREEMENT AND RELEASE**

This Separation Agreement and Release (“Agreement”) is made between Orchard Therapeutics plc (the “Parent”), Orchard Therapeutics North America, a California corporation (the “U.S. Subsidiary”) and Mark Rothera (the “Executive”). The Parent, the U.S. Subsidiary and their respective subsidiaries and other affiliates are collectively referred to herein as the “Company,” and the obligations of the Company set forth in this Agreement may be discharged by any entity within that definition. The Parent, the U.S. Subsidiary and the Executive are collectively referred to as the “Parties.”

**WHEREAS**, the Parties entered into an Employment Agreement signed by the Executive on May 24, 2019 (the “Employment Agreement”) which replaced and superseded a prior employment agreement between the Executive and the U.S. Subsidiary, dated June 12, 2017 (the “Prior Employment Agreement”);

**WHEREAS**, pursuant to the Employment Agreement, the Company agreed to provide the Executive with certain severance pay and benefits (the “Severance Benefits”) in the event of certain cessations of employment, subject to, among other things, the Executive entering into, not revoking and complying with a Separation Agreement and Release;

**WHEREAS**, the Board of Directors of the Parent (the “Board”) appreciates the Executive’s contributions to the Company;

**WHEREAS**, the Company and the Executive have agreed to treat the ending of the Executive’s employment with the Company as ending pursuant to Section 3(d) of the Employment Agreement effective March 17, 2020 (the “Date of Termination”);

**WHEREAS**, this Agreement is the Separation Agreement and Release referred to in the Employment Agreement;

**WHEREAS**, in exchange for, among other things, the Executive entering into and not revoking this Agreement and fully complying with the Continuing Obligations (as defined below), the Company shall provide the Executive with the Severance Benefits as described in Section 3 of this Agreement and the partial accelerated vesting and Extended Exercise Period with respect to the Executive’s equity awards as described in Section 4 of this Agreement; and

**WHEREAS**, the payments and benefits set forth in this Agreement are the exclusive payments and benefits to be paid or provided to the Executive in connection with the ending of the Executive’s employment. By entering into this Agreement, the Executive acknowledges and agrees that he is not entitled to any other severance pay, benefits or equity rights including without limitation pursuant to any severance plan, program or arrangement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. Resignation from Positions.** The Executive confirms his resignation as of the Date of Termination as an officer of the Company as well as from any other director or officer positions he holds with the Parent, the U.S. Subsidiary or any of the foregoing's subsidiaries or affiliates. The Executive agrees to execute any documents reasonably requested by the Parent, the U.S. Subsidiary or any of their controlled entities in order to effectuate such resignations.

**2. Accrued Obligations.** On the Date of Termination (or such later date not to exceed 30 days after the Date of Termination with respect to (ii) below), the Executive shall be paid in full for: (i) any Base Salary (as defined in the Employment Agreement) earned through the Date of Termination, (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of the Employment Agreement), and (iii) 19.5 days of unused vacation that accrued through the Date of Termination. In addition, the Executive will be paid or provided any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans.

**3. Severance Benefits.** In exchange for, among other things, the Executive signing, not revoking and complying with the terms of this Agreement:

(a) the Company shall pay the Executive an amount equal to 12 months of the Executive's Base Salary (the "Severance Amount"). The Severance Amount shall be paid out in substantially equal installments in accordance with the Company's payroll practice over 12 months commencing on the Company's next practicable regular payroll date after the Effective Date of this Agreement (as defined below); provided that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination; and

(b) in lieu of the Company paying a pro-rata amount of the Executive's Target Bonus (as defined in the Employment Agreement) based on the Executive's actual performance in 2020, as contemplated by Section 5(c) of the Employment Agreement, the Company shall pay the Executive a pro-rata bonus on the next practicable regular payroll date after the Effective Date of this Agreement based on 100% achievement of applicable metrics from January 1, 2020 through the Date of Termination (the "Pro-Rata Bonus"); provided that, and for the avoidance of doubt, the Pro-Rata Bonus will be a portion of \$271,650, which represents the Executive's full 50% Target Bonus amount based on his 2020 Base Salary of \$543,300; and

(c) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay the monthly employer COBRA premium for the same level of group health coverage as in effect for the Executive on the Date of Termination until the earliest of the following: (i) the 12 month anniversary of the Date of Termination; (ii) the Executive's eligibility for group health coverage through other employment; or (iii) the end of the Executive's eligibility under COBRA for continuation coverage for health care. Notwithstanding the foregoing, if the Company determines at any time that its payments pursuant to this paragraph may be taxable income to the Executive, it may convert such payments to payroll payments directly to the Executive on the Company's regular payroll dates, which shall be subject to tax-related deductions and withholdings;

(d) in lieu of the Company paying up to \$20,000 to an outplacement services provider for the purposes of providing outplacement services to the Executive, the Company will directly pay the Executive an amount equal to \$15,000, which shall be paid in a lump sum at the same time that the first payment of the Severance Amount is made;

(e) the Company will reimburse the Executive for legal fees associated with his counsel's review of this Agreement and related documents in an amount not to exceed \$5,000; and

(f) the Company will reimburse the Executive for fees associated with his tax professional's assistance with his 2019 and 2020 tax returns in an amount not to exceed \$7,500, net of applicable taxes, with respect to each of the 2019 and 2020 tax year.

If the Executive has signed this Agreement and it has become irrevocable, and within three (3) months after the Date of Termination a Change in Control of the Parent occurs (as defined in the Employment Agreement), any payments or benefits payable before the Change in Control of the Parent will continue to be treated as payable under this Section 3, and any payments or benefits payable after the Change in Control of the Parent will be paid pursuant to Section 6(a) of the Employment Agreement, provided that the payments and benefits to be paid pursuant to Section 6(a) of the Employment Agreement will be decreased by the amount of any previously paid payments or benefits pursuant to Section 3 of this Agreement. In no event may there be duplication of payments or benefits under this Section 3 and Section 6(a) of the Employment Agreement.

**4. Equity.** The equity awards held by the Executive shall be governed by the terms and conditions of the Company's applicable equity incentive plan(s) and the applicable award agreement(s) governing the terms of such equity awards held by the Executive (collectively, the "Equity Documents"); provided, however, that if the Executive signs, does not revoke and complies with this Agreement, then notwithstanding anything to the contrary in the Equity Documents:

(a) all time-based stock options held by the Executive and scheduled to vest in the 12 month period following the Date of Termination shall immediately accelerate and become fully exercisable as of the later of (i) the Date of Termination or (ii) the effective date of the Separation Agreement and Release (the "Accelerated Vesting Date"); provided that no additional vesting of equity awards shall occur during the period between the Date of Termination and the Accelerated Vesting Date; provided further, and for the avoidance of doubt, no equity awards subject to performance-based vesting shall be affected by this Section 4(a); and

(b) the Company shall extend the exercise period with respect to the Executive's vested stock options as of the Accelerated Vesting Date until the earlier of (i) the original expiration date for such vested stock options as provided in the applicable Equity Documents, or (ii) 12 months after the Date of Termination (the "Extended Exercise Period").

Although the Executive shall cease vesting in his equity awards on the Date of Termination, except as otherwise set forth in this Section 4, and the exercise period with respect to any vested stock options shall commence on the Date of Termination, the termination or forfeiture of the unvested portion of the Executive's equity awards (including, for avoidance of doubt, equity awards subject to performance-based vesting) that would otherwise occur on the Date of Termination will be delayed to the extent necessary to effectuate the terms of this Agreement and Section 6(a)(ii) of the Employment Agreement in the event that a Change in Control of the Parent occurs within three (3) months following the Date of Termination. If a Change in Control of the Parent does not occur within (3) months following the Date of Termination, then the unvested portion of the Executive's equity awards that would otherwise have terminated or been forfeited on the Date of Termination shall terminate or be forfeited on the three (3) month anniversary of the Date of Termination.

**5. General Release.** In consideration for, among other terms, the Severance Benefits set forth in Section 3 of this Agreement, to which the Executive acknowledges he would not otherwise be entitled, the Executive irrevocably and unconditionally releases and forever discharges the U.S. Subsidiary, the Parent, all of the U.S. Subsidiary's and the Parent's respective affiliated and related entities, each of the foregoing entities' respective predecessors, successors and assigns, employee benefit plans and the fiduciaries of such plans, and the current and former officers, directors, shareholders, employees, attorneys, accountants, fiduciaries and agents of each of the foregoing in their official and personal capacities (collectively referred to as the "Releasees") generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown, that, as of the date when the Executive signs this Agreement, he has, ever had, now claims to have or ever claimed to have had against any or all of the Releasees ("Claims"). This release includes, without limitation, the complete waiver and release of all Claims: arising in connection with or under the Employment Agreement and the Prior Employment Agreement or any other agreement between the Executive and any of the Releasees; of wrongful termination of employment, whether in contract or tort; of intentional, reckless or negligent infliction of emotional distress; of breach of any express or implied covenant of employment, including the covenant of good faith and fair dealing; of interference with contractual or advantageous relations, whether prospective or existing; deceit or misrepresentation; of discrimination or retaliation under federal, state, local or foreign law, including, without limitation, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., and Chapter 151B of the Massachusetts General Laws; under any federal, state, local or foreign statute, rule, ordinance or regulation; of breach of contract, promissory estoppel or detrimental reliance; of violation of public policy; for wages, bonuses, incentive compensation, vacation pay or any other compensation or benefits, whether under the Massachusetts Wage Act, M.G.L. c. 149, §§148- 150C, or otherwise; for severance allowances or entitlements; for fraud, slander, libel, defamation, disparagement, personal injury, negligence, compensatory or punitive damages, or any other Claim for damages or injury of any kind whatsoever; and for monetary recovery,



injunctive relief, attorneys' fees, experts' fees, medical fees or expenses, costs and disbursements. The Executive understands that this general release of Claims includes, without limitation, any and all Claims related to the Executive's employment by the U.S. Subsidiary or the Parent (including without limitation, any Claims against the U.S. Subsidiary or the Parent in respect of any stock-based awards of any kind) and the termination of his employment, and all Claims in his capacity as a stockholder of the Parent or the U.S. Subsidiary arising up to and through the date that the Executive signs this Agreement. The Executive understands that this general release does not extend to any rights or claims that may arise out of acts or events that occur after the date on which the Executive signs this Agreement. The Executive represents that he has not assigned to any third party and has not filed with any agency or court any Claim released by this Agreement. This release does not affect the Executive's rights or obligations under this Agreement, nor shall it affect the Executive's rights, if any, to vested accrued benefits pursuant to the Company's employee benefits plan(s), or his rights to indemnification by the Company pursuant to the Company's organizational documents or any indemnification agreement between the Executive and the Company, or coverage, if any, under applicable directors' and officers' insurance policies.

**6. Return of Property.** No later than the Date of Termination, the Executive shall be required to return all Company property, including, without limitation, computer equipment, software, keys and access cards, credit cards, files and any documents (including computerized data and any copies made of any computerized data or software) containing information concerning the Company, its business or its business relationships ("Company Property"). If necessary, the Executive may make arrangements with the Company's Human Resources team to promptly return such Company Property. By signing below, the Executive acknowledges that all such Company Property has been returned to the Company. After returning all Company Property, the Executive commits to deleting and finally purging any duplicates of files or documents that may contain Company or customer information from any non-Company computer or other device that remains the Executive's property after the Date of Termination. The obligations contained in this Section 6 are supplemental to, and not in lieu of, any return of property obligations the Executive has pursuant to the Restrictive Covenants Agreement (as defined below). Notwithstanding the Executive's obligation to return his Company phone to the Company, the Company shall permit the Executive to port the telephone number associated with his Company phone to his new personal line.

**7. Communications Regarding Departure.** The Executive agrees that he will not communicate about his departure with anyone until after the Chairman of the Board has made a formal written announcement about the Executive's departure through an email communication (the "Company Announcement"); provided that the Executive may communicate with his tax advisors, attorneys, and immediate family members about his departure before the Company Announcement, provided further that the Executive first advises such persons not to reveal information about the Executive's departure and each such person agrees. These obligations shall not in any way affect any person's obligations to provide truthful information as required by law.

**8. Non-Disparagement.** Subject to Section 13 of this Agreement, the Executive agrees not to take any action or make any statements (whether written, oral, through social or electronic media or otherwise) that are disparaging about or adverse to the business interests of the U.S. Subsidiary, the Parent, any of the U.S. Subsidiary's and the Parent's respective affiliates, or any

of the foregoing entities' products, services or current or former officers, directors, shareholders, employees, managers or agents. Subject to Section 13 of this Agreement, the Parent and the U.S. Subsidiary each agrees to instruct their senior executives and the senior executives of their respective affiliates not to take any action or make any statements (whether written, oral, through social or electronic media or otherwise) that are disparaging about or adverse to the business interests of the Executive. These non-disparagement obligations shall not apply to truthful testimony in any legal proceeding.

**9. Waiver of English Statutory Claims.** The Executive agrees that he will on or before the date of this Agreement enter into a settlement agreement that validly waives the statutory claims under English law in the form of the agreement at Exhibit A of this Agreement against the U.S. Subsidiary, the Parent and any relevant subsidiary and satisfies the conditions regulating settlement agreements and settlement contracts under English law contained in section 147 of the Equality Act and section 203(3) of the Employment Rights Act and in any other act or statutory instrument referred to in Exhibit A. The payment of the Severance Benefits set forth in Section 3 of this Agreement is strictly conditional on the Executive signing the settlement agreement set forth at Exhibit A and obtaining advice on such settlement agreement from an independent legal adviser.

**10. Acknowledgements.** The Executive acknowledges and agrees that he has been paid all wages, salary, bonuses, expense reimbursements and any other amounts that he is owed by the Company, if any, through the date of this Agreement. The Executive also acknowledges that he has been paid his annual cash incentive compensation for work performed in 2019 and is not owed any further compensation from the Company except as explicitly set forth in this Agreement.

**11. Continuing Obligations; Termination of Payments; Injunctive Relief.** The Executive acknowledges that his right to the Severance Benefits is conditioned on his full compliance with the provisions in Section 8 of the Employment Agreement, the Employee Confidentiality, Assignment and Noncompetition signed by the Executive in connection with the Employment Agreement (the "Restrictive Covenants Agreement"), and Sections 6 - 9 of this Agreement (collectively, the "Continuing Obligations"). In the event that the Executive fails to comply with any of the Continuing Obligations, in addition to any other legal or equitable remedies it may have for such breach, the Company shall have the right to terminate the Severance Benefits; provided that the right to terminate the Severance Benefits shall not apply to an inadvertent breach of Section 6 that is cured by Executive upon notice of such breach. Such termination in the event of a breach by the Executive shall not affect the general release in Section 5 or the Executive's obligation to comply with the Continuing Obligations and shall be in addition to, and not in lieu of, the Company's rights to other legal and equitable remedies that the Company may have. Further, Executive agrees that it would be difficult to measure any harm caused to the Company that might result from any breach by the Executive of any of the Continuing Obligations and that, in any event, money damages would be an inadequate remedy for any such breach. Accordingly, Executive agrees that if he breaches, or proposes to breach, any portion of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies it may have, to seek an injunction or other appropriate equitable relief to restrain any such breach, without showing or proving any actual damage to the Company and without the necessity of posting a bond. In the event of any litigation involving an alleged breach by Executive of any of such obligations, the prevailing party shall be entitled to recover its attorney's fees.

**12. Advice of Counsel.** This Agreement is a legally binding document and the Executive's signature will commit the Executive to its terms. The Executive acknowledges that he has been advised to discuss all aspects of this Agreement with his attorney, that he has carefully read and fully understands all of the provisions of this Agreement and that he is voluntarily entering into this Agreement. In signing this Agreement, the Executive is not relying upon any promises or representations made by anyone at or on behalf of the Company.

**13. Protected Disclosures.** Nothing in this Agreement or otherwise limits any person's: (i) obligation to testify truthfully in any legal proceeding; (ii) right to file a charge or complaint with any federal agency (such as the Equal Employment Opportunity Commission) or any state or local governmental agency or commission (together, a "Government Agency"); or (iii) ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency. If the Executive files any charge or complaint with any Government Agency and if the Government Agency pursues any claim on the Executive's behalf, or if any other third party pursues any claim on the Executive's behalf, the Executive waives any right to monetary or other individualized relief (either individually or as part of any collective or class action); provided that nothing in this Agreement limits any right the Executive may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission.

**14. Time for Consideration; Effective Date.** The Executive acknowledges that he has been given the opportunity to consider this Agreement for twenty-one (21) days from his receipt of this Agreement before signing it (the "Consideration Period"). To accept this Agreement, the Executive must return a signed, unmodified original or PDF copy of this Agreement so that it is received by the undersigned on or before the expiration of the Consideration Period. If the Executive signs this Agreement prior to the end of the Consideration Period, the Executive acknowledges by signing this Agreement that such decision was entirely voluntary and that he had the opportunity to consider this Agreement for the entire Consideration Period. The Executive and the Company agree that any changes or modifications to this Agreement shall not restart the Consideration Period. For a period of seven (7) days from the date of his execution of this Agreement, the Executive shall retain the right to revoke this Agreement by written notice that must be received by the undersigned before the end of such revocation period. This Agreement shall become effective on the business day immediately following the expiration of the revocation period (the "Effective Date"), provided that the Executive does not revoke this Agreement during the revocation period. Notwithstanding the foregoing, the Company may withdraw the offer of this Agreement or may void this Agreement before the Effective Date if the Executive breaches any provision contained in this Agreement (including any provision of the Restrictive Covenants Agreement).

**15. Enforceability.** The Executive acknowledges that, if any portion or provision of this Agreement or the Continuing Obligations shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision shall be valid and enforceable to the fullest extent permitted by law.

**16. Entire Agreement.** This Agreement along with the Continuing Obligations (including the Restrictive Covenants Agreement) constitute the entire agreement between the Executive and the Company concerning the Executive's relationship with the Company, and supersedes and replaces any and all prior agreements and understandings between the Parties concerning the Executive's relationship with the Company including, without limitation, the unpreserved provisions of the Employment Agreement, provided that the Equity Documents shall continue to be in full force and effect in accordance with their terms, subject to Section 4 of this Agreement. In addition, and notwithstanding the foregoing, (i) Section 6 of the Employment Agreement shall remain in full force and effect for the three (3) months following the Date of Termination to the extent consistent with the terms of this Agreement; and (ii) any obligation of the Company to indemnify the Executive against third party claims, including any obligation to advance expenses, pursuant to the governing instruments of the Company or otherwise, shall remain in effect.

**17. Waiver; Amendment.** No waiver of any provision of this Agreement, including the Continuing Obligations, shall be effective unless made in writing and signed by the waiving party. The failure of any Party to require the performance of any term or obligation of this Agreement or the Continuing Obligations, or the waiver by any Party of any breach of this Agreement or the Continuing Obligations shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may not be modified or amended except in a writing signed by both the Executive and the Chairman of the Board.

**18. Taxes.** The Company shall undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Agreement and in connection with other compensation matters to the extent that it reasonably and in good faith determines that it is required to make such deductions, withholdings and tax reports. Payments under this Agreement shall be in amounts net of any such deductions or withholdings. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments or benefits made to the Executive in connection with the Executive's employment with the Company.

**19. Acknowledgment of Wage and Other Payments.** The Executive acknowledges and represents that, except as expressly provided in this Agreement, the Executive has been paid all wages, bonuses, compensation, benefits and other amounts that any of the Releasees has ever owed to the Executive. The Executive is not entitled to any bonus, incentive compensation or other compensation except as specifically set forth in this Agreement.

**20. Jurisdiction.** The Parties agree that the state and federal courts of the Commonwealth of Massachusetts shall have the exclusive jurisdiction to consider any matters related to this Agreement, including without limitation any claim of a violation of this Agreement. With respect to any such court action, the Executive submits to the jurisdiction of such courts and acknowledges that venue in such courts is proper.

**21. Governing Law; Interpretation.** This Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the Parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either Party or the "drafter" of all or any portion of this Agreement.

**22. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document. Facsimile and pdf signatures shall be deemed to be of equal force and effect as originals.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement on the date(s) indicated below.

**PARENT**

ORCHARD THERAPEUTICS PLC

By: /s/ John Ilett  
Name: John Ilett  
Title: Chief of Staff, Chief Legal Officer and Secretary

Date: 17 March 2020

**U.S. SUBSIDIARY**

ORCHARD THERAPEUTICS NORTH AMERICA

By: /s/ Frank Thomas  
Name: Frank Thomas  
Title: Chief Operating Officer & Chief Financial Officer

Date: 17 March 2020

**EXECUTIVE**

/s/ Mark Rothera  
Mark Rothera

Date: 17 March 2020

---

**EXHIBIT A**

Settlement Agreement

DATED

17 MARCH 2020

- (1) **MARK ROTHERA**
- (2) **ORCHARD THERAPEUTICS PLC**
- (3) **ORCHARD THERAPEUTICS (EUROPE) LIMITED**
- (4) **ORCHARD THERAPEUTICS NORTH AMERICA**

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**SETTLEMENT AGREEMENT  
WITHOUT PREJUDICE AND SUBJECT TO CONTRACT**

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5 Fleet Place London EC4M 7RD  
**Tel:** +44 (0)20 7203 5000 • **Fax:** +44 (0)20 7203 0200 • **DX:** 19 London/Chancery Lane  
[www.charlesrussellspeechlys.com](http://www.charlesrussellspeechlys.com)



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THIS AGREEMENT is made the 17<sup>th</sup> day of March 2020

**BETWEEN:**

- (1) **MARK ROTHERA** of .....(you);
- (2) **ORCHARD THERAPEUTICS PLC** of 108 Cannon Street, London, United Kingdom, EC4N 6EU (the **Company**);
- (3) **ORCHARD THERAPEUTICS (EUROPE) LIMITED** of 108 Cannon Street, London, United Kingdom, EC4N 6EU (the **UK Subsidiary**);  
and
- (4) **ORCHARD THERAPEUTICS NORTH AMERICA** of 101 Seaport Boulevard, 7th Floor, Boston, MA 02210 United States (the **US Subsidiary**)

**BACKGROUND**

- (A) You have been employed by the Company and the US Subsidiary since 12 June 2017 most recently as President and Chief Executive Officer and have held associated offices with the companies. You have also been a statutory director of the UK Subsidiary since 4 September 2017.
- (B) You have agreed to the mutual termination of termination of your employment with the Company and US Subsidiary under the terms of a Separation Agreement and Release dated the same date as this Agreement (the **US Agreement**). In consideration for payments and benefits set out in the US Agreement, you have agreed to enter into this Agreement.
- (C) The parties have entered into this Agreement to record and implement the terms on which you have agreed to settle any claims which you have or may have in connection with your Employment or its termination or otherwise against any Group Company or any of the Protected Parties whether or not those claims are, or could be, in the contemplation of the parties at the time of signing this Agreement, and including, in particular any Statutory Claims which you have raised and/or raise in this Agreement.
- (D) The parties intend this Agreement to be an effective waiver of any such claims and to satisfy the conditions in relation to settlement agreements in the relevant legislation.
- (E) These recitals are intended to be binding and form part of the Agreement.

**IT IS AGREED** as follows:

**1 DEFINITIONS**

- 1.1 In this Agreement the definitions and interpretations set out in Schedule 1 apply (unless otherwise stated).

## 2 THE COMPANY'S OBLIGATIONS

### Legal costs

- 2.1 The Company will make a contribution towards your reasonable legal costs incurred in taking advice on the terms of this Agreement, up to a maximum of £1,000 (plus VAT), provided that:
- 2.1.1 the Agreement is signed and completed by both parties; and
  - 2.1.2 the fees relate only to advice concerning the termination of your employment and the terms of this Agreement; and
  - 2.1.3 the Solicitor signs and delivers to the Company the Certificate,
- in which case the fees will be paid directly to the Solicitor within 30 days of the Company receiving a copy of an invoice addressed to you, showing the fees due and marked as being payable by the Company. The invoice should be marked "Private and Confidential, Addressee Only" and should be sent to the Nominated Person at john.ilett@orchard-tx.com.

## 3 YOUR OBLIGATIONS

### Resignation of Directorship

- 3.1 You will resign with immediate effect from your directorships with the Group Companies registered with Companies House in the United Kingdom by virtue of your Employment by signing and dating letters of resignation in the form of the drafts attached at Schedule 3.

## 4 YOUR CLAIMS

- 4.1 In the circumstances, you allege that, in addition to common law and contractual claims, you have or will have the following claims arising from your Employment and/or its termination (together the **Particular Claims**):
- 4.1.1 for wrongful dismissal; and
  - 4.1.2 for unfair dismissal, under section 111 of the Employment Rights Act 1996.

## 5 YOUR WARRANTIES

### In relation to Statutory Claims

- 5.1 You warrant that you have instructed the Solicitor to advise on whether you have or may have the Particular Claims, any of the claims listed in Schedule 2 and/or any other Statutory Claims against the Protected Parties arising out of or in connection with the Issue, your Employment or the termination of your Employment and offices and the matters envisaged by this Agreement and you have provided the Solicitor with all relevant information.

- 5.2 You further warrant that, having received the Solicitor's advice, you have the Particular Claims and no other Statutory Claims against the Protected Parties, and that you are not aware of any facts or circumstances which may give rise to any other claims against the Protected Parties.
- 5.3 You acknowledge that the Company acted in reliance on these warranties when entering into this Agreement.

### **General**

You warrant that other than the matters expressly notified to the Company as at the date of this Agreement:

- 5.4 To the best of your knowledge you have not committed any breach of duty (including fiduciary duty) owed to any Group Company;
- 5.5 To the best of your knowledge you have not done or omitted to do anything which:
- 5.5.1 had the Company been aware of it, would have entitled the Company to terminate your employment summarily and without compensation (if you had still been employed); or
- 5.5.2 had it been done after the date of this Agreement would be in breach of the terms of this Agreement;
- 5.6 you are not employed, engaged or doing any work in any capacity, you are not in discussions which are likely to lead to employment or engagement in any capacity and you have not received an offer to do any work, in any capacity;
- 5.7 you are not aware of any circumstances or symptoms that may give rise to a claim by you against any Group Company for personal injury or industrial disease or in respect of accrued pension rights;
- 5.8 you agree that all and any grievances or complaints you have raised are hereby withdrawn and agree not to raise a new grievance with the Company in the future.

### **6 SETTLEMENT**

- 6.1 You accept the terms of the US Agreement and this Agreement in full and final settlement of all and any claims, demands, costs and expenses or rights of action of any kind whether past, present or future (and whether such claims are known or unknown to the parties and whether contemplated or not) that you have or may have against the Protected Parties relating directly or indirectly to your Employment, the Issue, the Particular Claims, the Employment Contract, directorships or other offices, the termination of any of them, any bonus, incentive, share/stock options, remuneration or other right, expectation or entitlement arising by virtue of your Employment or the Employment Contract or any other matter, including any common law, contractual, tortious or Statutory Claims or any stress related claims or any claims relating to depression or for physical or psychiatric illness relating to any acts of discrimination or any claim under European law.

- 6.2 The waiver in clause 6.1 shall not apply to:
- 6.2.1 any claim for enforcement of this Agreement and/or the Separation Agreement and Release;
  - 6.2.2 claims in respect of personal injury of which you are not aware and could not reasonably be expected to be aware at the date of this Agreement (other than claims under the discrimination legislation);
  - 6.2.3 any claims in relation to accrued pension entitlements.
- 6.3 You accept that the Company is entering into this settlement for the benefit of itself and, as trustee for each of the other Protected Parties.
- 6.4 You agree not to institute or pursue any claim in respect of any matter referred to in clause 4, any other Statutory Claim or any other claim referred to in clause 6.1.
- 6.5 If you breach any material provision of this Agreement or pursue a claim against any Group Company arising out of your Employment or its termination other than those excluded under clause 6.2, you agree to indemnify the Company for any losses suffered as a result thereof, including all reasonable legal and professional fees incurred.
- 6.6 This Agreement complies with and is intended to comply with the conditions regulating settlement agreements under the requirements of each of the following (as amended): the Trade Union and Labour Relations (Consolidation) Act 1992; the Employment Rights Act 1996; the National Minimum Wage Act 1998; the Working Time Regulations 1998; the Trans-national Information and Consultation of Employees Regulations 1999; the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000; the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002; the Information and Consultation of Employees Regulations 2004; the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006; the Companies (Cross-Border Merger) Regulations 2007; the Pensions Act 2008; the Equality Act 2010.
- 6.7 You confirm that you have received independent legal advice from the Solicitor on the terms and effect of this Agreement, and in particular its effect on your ability to pursue your rights before an Employment Tribunal. The Solicitor has confirmed to you that there is in force a contract of insurance or an indemnity provided for members of a profession covering the risk of a claim against the Solicitor and/or the firm in respect of loss arising in consequence of the advice given to you.

## 7 MISCELLANEOUS

### **Binding Agreement**

- 7.1 You warrant that neither you nor any person acting on your behalf has manually or electronically amended any draft of this Agreement provided to you by the Company, except where the Company has been made aware of such amendment in writing.

7.2 This Agreement, whilst marked “Without Prejudice and Subject to Contract” will be binding upon the parties upon completion.

**Governing law and jurisdiction**

7.3 This Agreement is governed by the law of England and Wales and any dispute between the parties relating to it is subject to the exclusive jurisdiction of the courts of England and Wales.

**Contracts (Rights of Third Parties) Act 1999**

7.4 The Company enters into this Agreement for itself and as agent and trustee for all Protected Parties and is authorised to do so. It is the parties’ intention that each of the Protected Parties should be able to enforce any rights conferred upon it under this Agreement, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999. No other person or entity which is not party to this Agreement shall have any rights under this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

7.5 The consent of a third party shall not be required for the variation or termination of this Agreement, even if that variation or termination affects the benefits conferred in this Agreement on that third party.

**Assistance**

7.6 Subject always to any obligations owed by you to any third party, you agree to provide the Company with such assistance as it may reasonably require prior to or following the Termination Date in the conduct of such complaints, investigations or proceedings as may arise in respect of which the Company or its legal advisors reasonably believes you may be able to provide assistance and the Company will prior to your rendering such assistance agree with you the basis upon which it will reimburse you fairly for your time and effort should any such assistance require more than 2 business days of your time, and pay your reasonable expenses incurred in providing such assistance.

**Counterparts**

7.7 This Agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Signed on the date set out at the commencement of this Agreement

SIGNED by **JOHN ILETT** for and on behalf of **ORCHARD THERAPEUTICS PLC**

) /s/ John Ilett  
)

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SIGNED by **JOHN ILETT** for and on behalf of: **ORCHARD THERAPEUTICS (EUROPE) LIMITED**

) /s/ John Ilett  
)

---

SIGNED by **FRANK THOMAS** for and on behalf of: **ORCHARD THERAPEUTICS NORTH AMERICA**

) /s/ Frank Thomas  
)

---

SIGNED by **MARK ROTHERA**

) /s/ Mark Rothera  
)

---

SCHEDULE 1

Definitions and Interpretations

1 DEFINITIONS

<b>Certificate</b>	the certificate at Schedule 3 of this Agreement to be signed and dated by the Solicitor
<b>Employment</b>	your employment by any Group Company
<b>Employment Agreement</b>	means the employment agreement between you and the Parent dated 12 June 2017, as amended
<b>Group Company</b>	the Company, the UK Subsidiary and US Subsidiary and any person, firm, company, business entity or other organisation;  (a) which is directly or indirectly controlled by the Company.  (b) which directly or indirectly controls the Company;  (c) which is directly or indirectly controlled by a third party which also controls the Company; or  (d) of which the Company or any person, firm, company, business entity or other organisation referred to in this definition of "Group" is a partner;  (e) of which the Company or any Group Company referred to in this definition of "Group" owns or has a beneficial interest (whether directly or indirectly) in 20% or more of the issued share capital or 20% or more of the capital assets
<b>Nominated Person</b>	John Ilett or such other person or persons nominated by the Company from time to time
<b>Protected Parties</b>	each of any Group Company and their respective officers, employees, workers, consultants, partners, members, shareholders or agents



**Solicitor**

Peter L. Talibart of Seyfarth Shaw U.K. LLP, a firm of solicitors whose address is One RopeMaker Street, London EC2Y 9AW

**Statutory Claims**

any claim referred to in the Health and Safety at Work Act 1974; the Trade Union and Labour Relations (Consolidation) Act 1992; the Employment Rights Act 1996; the Protection from Harassment Act 1997; the National Minimum Wage Act 1998; the Working Time Regulations 1998; the Public Interest Disclosure Act 1998; the Data Protection Act 1998; the Human Rights Act 1998; the Trans-national Information and Consultation of Employees Regulations 1999; the Maternity and Parental Leave Regulations 1999; the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002; the Employment Act 2002; the Information and Consultation of Employees Regulations 2004, the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006; the Employment Act 2008; the Pensions Act 2008; the Equality Act 2010; the Agency Workers Regulations 2010; the Enterprise and Regulatory Reform Act 2013; the General Data Protection Regulation(2016/679); the Data Protection Act 2018 and any claims from which an employee may contract out by means of a settlement agreement

**2 INTERPRETATIONS**

- 2.1 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 2.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.3 The schedules to this Agreement form part of (and are incorporated into) this Agreement.

## SCHEDULE 2

### Employment Claims

- 1 for breach of contract and/or wrongful dismissal;
- 2 for unfair dismissal, under section 111 of the Employment Rights Act 1996;
- 3 in relation to the right to a written statement of reasons for dismissal, under section 93 of the Employment Rights Act 1996;
- 4 in relation to unlawful detriment, under section 48 of the Employment Rights Act 1996, or section 56 of the Pensions Act 2008;
- 5 for a statutory redundancy payment, under section 163 of the Employment Rights Act 1996;
- 6 in relation to an unlawful deduction from wages, under section 23 of the Employment Rights Act 1996;
- 7 in relation to written employment particulars and itemised pay statements, under section 11 of the Employment Rights Act 1996;
- 8 in relation to guarantee payments, under section 34 of the Employment Rights Act 1996;
- 9 in relation to suspension from work, under section 70 of the Employment Rights Act 1996;
- 10 in relation to parental leave, under section 80 of the Employment Rights Act 1996;
- 11 in relation to a request for flexible working, under section 80H of the Employment Rights Act 1996;
- 12 in relation to time off work, under sections 51, 54, 57, 57B, 60, 63 and 63C of the Employment Rights Act 1996;
- 13 for pregnancy or maternity discrimination, direct or indirect discrimination, harassment or victimisation because of and/or related to sex, marital or civil partnership status, pregnancy or maternity or gender reassignment under section 120 of the Equality Act 2010;
- 14 for direct or indirect discrimination, harassment or victimisation because of and/or related to race under section 120 of the Equality Act 2010;
- 15 for direct or indirect discrimination, harassment or victimisation because of and/or related to disability, discrimination arising from disability or failure to make reasonable adjustments under section 120 of the Equality Act 2010;
- 16 for direct or indirect discrimination, harassment or victimisation because of and/or related to sexual orientation under section 120 of the Equality Act 2010;

- 17 for direct or indirect discrimination, harassment or victimisation because of and/or related to religion or belief under section 120 of the Equality Act 2010;
- 18 for direct or indirect discrimination, harassment or victimisation because of and/or related to age under section 120 of the Equality Act 2010;
- 19 for equal pay or equality of terms under sections 120 and 127 of the Equality Act 2010;
- 20 in relation to the obligations to elect appropriate representatives or inform and consult or any entitlement to a protective award, under the Trade Union and Labour Relations (Consolidation) Act 1992 (as amended);
- 21 in relation to working time or holiday pay, under regulation 30 of the Working Time Regulations 1998;
- 22 in relation to the national minimum wage, under sections 11, 18, 19D and 24 of the National Minimum Wage Act 1998;
- 23 in relation to the right to be accompanied, under section 11 of the Employment Relations Act 1999;
- 24 for less favourable treatment and/ or detriment on the grounds of being a part-time worker under regulation 8 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 or otherwise;
- 25 for less favourable treatment and/ or detriment on the grounds of being a fixed-term employee under regulation 7 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 or otherwise;
- 26 in relation to the obligations to elect appropriate representatives or inform and consult or any entitlement to a protective award, under and/or concerning the Transfer of Undertaking (Protection of Employment) Regulations 2006 (as amended);
- 27 for physical or psychiatric illness or injury (and all losses therefrom) relating to any acts of discrimination;
- 28 for any stress-related claims and/or any claims relating to depression or other mental illness and all losses arising therefrom;
- 29 in relation to any existing personal injury claims that you are aware of or should reasonably be aware of;
- 30 for breach of obligations under the Protection from Harassment Act 1997;
- 31 under and/or concerning the Data Protection Act 1998, the Data Protection Act 2018 or the General Data Protection Regulation 2016/679;
- 32 under and/or concerning the Transnational Information and Consultation of Employees Regulations 1999;

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- 33 under and/or concerning the Information and Consultation of Employees Regulations 2004;
  - 34 under and/or concerning the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006;
  - 35 under and/or concerning the Human Rights Act 1998;
  - 36 in relation to refusal of employment, refusal of employment agency services and detriment under the Employment Relations Act 1999 (Blacklists) Regulations 2010;
  - 37 in relation to time off for study or training under section 63I of the Employment Rights Act 1996;
  - 38 in relation to the right to equal treatment, access to collective facilities and amenities, access to employment vacancies and the rights not to be subjected to a detriment under regulations 5, 12, 13 and 17(2) of the Agency Workers Regulations 2010;
  - 39 arising as a consequence of the United Kingdom's membership of the European Union.

## SCHEDULE 3

### Certificate of Independent legal adviser

I Peter Talibart of Seyfarth Shaw U.K.LLP whose address is Citypoint, One Ropemaker Street, London EC2Y 9AW confirm that I gave independent legal advice to Mark Rothera (the **Employee**) as to the terms and effect of this Settlement Agreement and in particular its effect on the Employee's ability to pursue any claims before an Employment Tribunal.

I confirm that I am a solicitor of the Senior Courts of England & Wales holding a current practising certificate. Further, I confirm that there was in force at the time I gave the advice a contract of insurance or an indemnity provided for members of a profession or professional bodies covering the risk of a claim by the Employee in respect of any loss arising from my advice.

I confirm I am not acting (and have not acted) in relation to this matter for any Group Company as defined in the Agreement.

Signed: /s/ Peter Talibart

Dated: 20 March 2020

**SCHEDULE 4**

**Resignation**

The Directors  
Orchard Therapeutics PLC  
108 Cannon Street  
London  
EC4N 6EU  
United Kingdom

17 March 2020

Dear Sirs

I hereby resign from my office as a director of Orchard Therapeutics PLC with immediate effect, and I confirm that I have no claims against the Company arising from my resignation.

Yours faithfully

/s/ Mark Rothera

Mark Rothera

---

The Directors  
Orchard Therapeutics (Europe) Limited  
108 Cannon Street  
London  
EC4N 6EU  
United Kingdom

17 March 2020

Dear Sirs

I hereby resign from my office as a director of Orchard Therapeutics (Europe) Limited with immediate effect, and I confirm that I have no claims against the Company arising from my resignation.

Yours faithfully

/s/ Mark Rothera

Mark Rothera

**Confidential**

Dr Hubert Gaspar  
[Address]

18 March 2020

Dear Dr Gaspar

We are delighted that you have agreed to accept your promotion to the role of Chief Executive Officer with effect from 18 March 2020.

**1 CHANGES TO YOUR TERMS OF EMPLOYMENT**

In consideration for your promotion, this letter sets out some changes to your contract of employment, signed by you on 8 December 2017 (as amended, including but not limited to, by letter dated 24 May 2019). These changes are effective from 18 March 2020.

1.1 A new clause 1.5 will be inserted as follows:

“References in clauses 11.5 (*Garden leave*), 11.8 (*Return of Company property*), 14 (*Intellectual Property*) and 21 (*Restrictive Covenants*) of this Contract to “the Company” shall where the context permits be interpreted as references to “the Company and members of its corporate group”.

1.2 Clause 5.1 (*Job title*) will be amended to read as follows:

“You are employed as Chief Executive Officer, or in any other comparable capacity reasonably required by the Company on the terms of this agreement. The Company reserves the right to change your job title to another title suitable for your position, skills seniority and experience. You will report to the board of directors of Orchard Therapeutics Plc (the “**Board**”).”

1.3 Clause 7.1 (*Salary*) will be amended to read as follows:

“Your basic salary is £440,000 per annum. It will be reviewed annually and any increase will be confirmed to you in writing. The Company is under no obligation to award an increase following a salary review.”



1.4 Clause 7.5 (*Bonus*) will be amended to read as follows:

“The Company operates a cash bonus scheme under which you may be entitled to a cash bonus payment as determined by the Company from time to time. The target annual cash bonus compensation shall initially be 60% of your basic salary and shall be based on your individual performance and/or the performance of the Company and its corporate group as a whole. The actual amount of any bonus payment, which may be more or less than your target bonus amount, shall be determined in the Company’s sole and absolute discretion and shall be subject to the rules of the bonus scheme in force from time to time. The Company shall also be entitled to determine the percentage split between your individual performance and the performance of the Company and its corporate group, used to calculate any Bonus entitlement at any time and in its sole discretion, including without limitation determining your bonus payment based exclusively on the performance of the Company and its corporate group.”

1.5 Clause 8.1 (*Hours of work*) will be amended to read as follows:

“You are employed to work on a full time basis over five days per week. You shall devote your full working time and efforts to the business and affairs of the Company and its corporate group, unless prevented by incapacity. Notwithstanding the foregoing, you may engage in religious, charitable or other community activities, and maintain your relationship with University College London, in each case as long as such services and activities are disclosed to the Board and do not interfere with the performance of your duties to the Company as provided in this Agreement.”

1.6 Clause 8.2 (*Hours of work*) will be amended to read as follows:

“Your normal hours of work are 9:00am to 5:30pm on Monday to Friday. The parties each agree that the nature of your position is such that your working time cannot be measured and accordingly, that the Appointment falls within the scope of Regulation 20 of the Working Time Regulations 1998.”

1.7 Clause 12.1 (*Grievance*) will be amended to read as follows:

“If you have a complaint or grievance concerning your employment, you should use the Grievance Procedure and raise it with the Board in the first instance. If the matter is not satisfactorily resolved, you may raise it with the Chairman of the Board, whose decision will be final. Full details of the Grievance Procedure, which is not contractual, can be found in the Employee Handbook.”

1.8 Clause 21.1 (*Non-competition*) will be amended to read as follows:

“In order to protect the legitimate business interests of the Company you shall not, for a period of 12 months after the Termination Date (reduced by a period equal to the period of time during which you are required not to carry out any work in accordance with clause 11.5.3 (*Garden leave*)), either on your own account or by or in association with any other person, directly or indirectly engage in, or be concerned with, any trade or business which is in competition with the Restricted Business.”

1.9 Clause 26.1(a) (*Termination by the employee for Good Reason outside of a Change of Control*) will be amended to read as follows:

“an amount equal to 12 months of your basic salary, subject to deductions for income tax and national insurance contributions (the “**Severance Payment**”);”

- 1.10 In clause 26.1(c) (*Termination by the employee for Good Reason*), the last paragraph will be amended to read as follows:  
“either option being termed “the **Benefits**” and in either case such Benefits shall be provided for a period of 12 months; and”
- 1.11 A new clause 26.1(e) (*Termination by the employee for Good Reason*) will be inserted as follows:  
“a pro rata amount of your target annual bonus compensation for the financial year in which your employment terminates (the “**Target Bonus**”).”
- 1.12 Clause 26.6(b) (*Termination by the Company without Cause outside of a Change of Control*) will be amended to read as follows:  
“an amount equal to six months of your basic salary, subject to deductions for income tax and national insurance contributions (the “**Without Cause Severance Payment**”);”
- 1.13 Clause 26.6(d) (*Termination by the Company without Cause outside of a Change of Control*) will be amended to read as follows:  
“the Benefits for a period of 12 months (save that where you are required to work your notice period, and/or serve your notice period on garden leave, the duration of such period shall be reduced pro rata for the period of notice and/or garden leave); and”
- 1.14 A new clause 26.6(f) (*Termination by the Company without Cause outside of a Change of Control*) will be inserted as follows:  
“the Target Bonus.”
- 1.15 Clause 27.2(a) (*Termination by the employee for Good Reason within a change of control period*) will be amended to read as follows:  
“an amount equal to 18 months of your basic salary (or your basic salary in effect immediate prior to the Change in Control of the Parent, if higher), subject to deductions for income tax and national insurance contributions (the “**CIC Good Reason Severance Payment**”);”
- 1.16 Clause 27.2(b) (*Termination by the employee for Good Reason within a change of control period*) will be amended to read as follows:  
“an amount equal to 1.5 times your target annual bonus compensation for the financial year in which your employment terminates (the “**the CIC Target Bonus**”);”
- 1.17 In clause 27.2(c) (*Termination by the employee for Good Reason within a change of control period*), the last paragraph will be amended to read as follows:  
“the Benefits for a period of 18 months; and”

- 1.18 Clause 27.4(b) (*Termination by the Company without Cause within a change of control period*) will be amended to read as follows:  
“an amount equal to 12 months of your basic salary (or your basic salary in effect immediate prior to the Change in Control of the Parent, if higher), subject to deductions for income tax and national insurance contributions (the “**CIC Without Cause Severance Payment**”);”
- 1.19 Clause 27.4(c) (*Termination by the Company without Cause within a change of control period*) will be amended to read as follows:  
“the CIC Target Bonus;”
- 1.20 Clause 27.4(d) (*Termination by the Company without Cause within a change of control period*) will be amended to read as follows:  
“the Benefits for a period of 18 months (save that where you are required to work your notice period, and/or serve your notice period on garden leave, the duration of such period shall be reduced pro rata for the period of notice and/or garden leave); and”

## 2 **NEW NON-QUALIFIED STOCK OPTION**

Further, and in consideration for your agreement to the terms of this letter, you will be entitled to receive a new non-qualified stock option (the “**Option**”) to purchase 300,000 of the ordinary shares of Orchard Therapeutics Plc (the “**Parent**”), at an exercise price per share equal to the closing price of the Parent’s American Depositary Shares (ADSs) on the Nasdaq Stock Market on 1 April 2020 (the “**Grant Date**”). The Option will vest in equal monthly instalments over four years commencing on the grant date and will be governed by the Parent’s 2018 Share Option and Incentive Plan (the “**Plan**”) and any associated stock option agreement required to be entered into by you and the Parent (the “**Equity Documents**”).

## 3 **CONTRACT OF EMPLOYMENT**

Save as set out in this letter the terms of your contract of employment shall remain unchanged in all other respects.

## 4 **GOVERNING LAW AND JURISDICTION**

This letter is governed by the law of England and Wales and any dispute between the parties relating to it is subject to the exclusive jurisdiction of the courts of England and Wales.

## 5 **ENTIRE AGREEMENT**

This letter agreement and the documents referred to in it, contain the entire understanding between you, the Company and members of the Company’s corporate group on the subjects covered here and supersedes all prior agreements, arrangements and understandings, whether written or oral, regarding the subjects covered here. You acknowledge that you have not relied on any statements, representations or promises not specifically contained in this letter agreement. This letter agreement may not be changed or any of its provisions waived orally, but only in writing signed by all the parties.

6     **COUNTERPARTS**

This letter agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Please sign a copy of this letter in the space indicated below to confirm your acceptance of these terms and return a copy to me.

Yours sincerely

/s/ John Ilett

John Ilett

**For and on behalf of Orchard Therapeutics (Europe) Limited**

I, Dr Hubert Gaspar, confirm my agreement to the variations to my contract of employment which are outlined in this letter.

/s/ Bobby Gaspar

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Dr H Gaspar

Date: 18 March 2020

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (this “Amendment”) is entered into and effective as of March 18, 2020 (the “Effective Date”), by and between Orchard Therapeutics plc (the “Parent”), Orchard Therapeutics North America, a California corporation (the “U.S. Subsidiary”) and Frank Thomas (the “Executive”). The Parent, the U.S. Subsidiary and their respective subsidiaries and other affiliates are collectively referred to herein as the “Company,” and the duties of the Company as set forth in this Amendment may be discharged by any entity within that definition.

**WHEREAS**, the Parent, the U.S. Subsidiary and the Executive are parties to an Employment Agreement effective as of September 1, 2019 (the “Employment Agreement”);

**WHEREAS**, the Parent, the U.S. Subsidiary and the Executive wish to amend certain provisions of the Employment Agreement; and

**WHEREAS**, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Employment Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby accepted and acknowledged by the Parent, the U.S. Subsidiary and the Executive, the parties agree as follows:

1. Section 1(b) of the Employment Agreement is hereby amended by deleting and replacing the first sentence of Section 1(b) with the following:

“During the Term, the Executive shall serve as the President and Chief Operating Officer of the Company, and shall have powers and duties that may from time to time be prescribed by the Company’s Chief Executive Officer.”

2. As of the date of this Amendment, the Executive shall continue to serve as the principal financial officer and principal accounting officer of the Company; provided that the Executive hereby acknowledges and agrees that if at any time he is replaced as principal financial officer and/or principal accounting officer it shall not constitute a Good Reason condition as defined in Section 3(e) of the Employment Agreement.

3. Section 2(b) of the Employment Agreement is hereby amended by deleting “40 percent” and replacing it with “45 percent.”

4. The change to the Executive’s Target Bonus set forth in Section 2 of this Amendment shall be effective as of January 1, 2020 and shall be used to calculate the actual amount of the Executive’s annual incentive compensation for 2020, if any, subject to Section 2(b) of the Employment Agreement, as modified herein.

5. In consideration for the Executive's agreement to the terms of this Amendment, the Executive will be entitled to receive a new stock option (the "Option") to purchase 150,000 of the Company's ordinary shares, at an exercise price per share equal to the closing price of the Company's American Depositary Shares (ADSs) on the Nasdaq Stock Market on April 1, 2020 (the "grant date"). The Option will vest in equal monthly instalments over four years commencing on the grant date and will be governed by the Company's 2018 Share Option and Incentive Plan (the "Plan") and any associated stock option agreement required to be entered into by the Executive and the Company (the "Equity Documents").

6. All other provisions of the Employment Agreement, including without limitation the Restrictive Covenants Agreement appended to the Employment Agreement as Exhibit A, shall remain in full force and effect according to their respective terms, and nothing contained herein shall be deemed a waiver of any right or abrogation of any obligation otherwise existing under the Employment Agreement except to the extent specifically provided for herein.

7. The validity, interpretation, construction and performance of this Amendment and the Employment Agreement, as amended herein, shall be governed by the laws of the Commonwealth of Massachusetts without regard to principles of conflict of laws of such state that would require the application of the laws of any other jurisdiction. The parties hereby consent to the exclusive personal jurisdiction of the Superior Court of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts for purposes of enforcing this Amendment, and waive any objection that they might have to personal jurisdiction or venue in those courts.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**PARENT**

ORCHARD THERAPEUTICS PLC

By: /s/ John Ilett  
Name: John Ilett  
Title: Chief of Staff, Chief Legal Officer & Secretary

Date: March 18, 2020

**U.S. SUBSIDIARY**

ORCHARD THERAPEUTICS NORTH AMERICA

By: /s/ John Ilett  
Name: John Ilett  
Title: Chief of Staff, Chief Legal Officer & Secretary

Date: March 18, 2020

**EXECUTIVE**

/s/ Frank Thomas  
Frank Thomas

Date: March 18, 2020



## Orchard Therapeutics Appoints Company Founder and Gene Therapy Pioneer Bobby Gaspar, M.D., Ph.D., as New Chief Executive Officer

March 18, 2020

— Mark Rothera steps down as President and CEO —

— Frank Thomas takes on additional responsibilities as President and Chief Operating Officer —

BOSTON and LONDON, March 18, 2020 (GLOBE NEWSWIRE) -- **Orchard Therapeutics** (Nasdaq: ORTX), a global gene therapy leader, today announced that company founder and gene therapy pioneer Bobby Gaspar, M.D., Ph.D., has been named chief executive officer, effective immediately. Dr. Gaspar, previously president of research, chief scientific officer, and a member of the Orchard board of directors, succeeds Mark Rothera, who has served as the company's chief executive officer since 2017. As part of this transition process, Frank Thomas, Orchard's chief operating officer and chief financial officer, will take on the role of president.

"As a world-renowned scientist and physician, and accomplished strategic and organizational leader with more than 25 years of experience in medicine and biotechnology, Bobby Gaspar is uniquely qualified to lead Orchard into the future," said Jim Geraghty, chairman of the Orchard board of directors. "In addition, Frank Thomas' proven track record of success in leading operations, corporate finance and commercialization at a number of publicly traded life sciences companies will continue to be invaluable in his expanded role. On behalf of the entire Board of Directors, I'd like to personally thank Mark for his many contributions to building Orchard into a leading gene therapy company over the last three years and wish him all the best in his future endeavors."

One of the company's principal scientific founders, Dr. Gaspar has served on Orchard's board of directors and has driven its research, development and regulatory strategy since its inception. Over the course of his long career he has been a leading force in the development of hematopoietic stem cell (HSC) gene therapy – bringing it from some of the first studies in patients to potential regulatory approvals. Dr. Gaspar's unparalleled expertise, in addition to his deep relationships with key physicians and treatment centers around the world, will continue to be integral to efforts to identify and treat patients with metachromatic leukodystrophy (MLD) and other diseases through targeted disease education, early diagnosis and comprehensive newborn screening.

Dr. Gaspar commented: "I am honored to become Orchard's next CEO at a time of such opportunity for the company and for patients with severe genetic disorders. Through the consistent execution of our strategy, our talented team has advanced a leading portfolio of gene therapy candidates, expanding our R&D, manufacturing and commercial capabilities. We will now focus on driving continued innovation and growth, as well as strong commercial preparation and execution. I look forward to providing greater detail around our commercialization plan, pipeline prioritization and how we can realize the full potential of our HSC gene therapy platform, in the coming quarter."

Mr. Thomas commented: "I'm excited to be part of this next phase of Orchard's evolution as a gene therapy leader as we look to refine our strategic priorities, ensure financial strength through improved operating efficiencies and prepare for a new cycle of growth, which includes our anticipated upcoming launch of OTL-200 in Europe. I'm confident we will achieve long-term growth and value for our shareholders while turning groundbreaking innovation into potentially transformative therapies for patients suffering from devastating, often-fatal inherited diseases."

Mr. Rothera commented: "It has been a great privilege to lead Orchard and this outstanding management team for the past three years. Orchard is poised to make a huge difference to the lives of patients worldwide living with devastating rare genetic conditions. Having worked closely with Bobby for the last several years, I know that he is tremendously talented, extremely passionate about the patient-centric mission, and fully prepared to lead Orchard as it enters its next phase as a company."

### About Orchard

Orchard Therapeutics is a global gene therapy leader dedicated to transforming the lives of people affected by rare diseases through innovative, potentially curative gene therapies. Our *ex vivo* autologous gene therapy approach harnesses the power of genetically-modified blood stem cells and seeks to permanently correct the underlying cause of disease in a single administration. The company has one of the deepest gene therapy pipelines in the industry and is advancing seven clinical-stage programs across multiple therapeutic areas where the disease burden on children, families and caregivers is immense and current treatment options are limited or do not exist, including inherited neurometabolic disorders, primary immune deficiencies and blood disorders.

Orchard has its global headquarters in London and U.S. headquarters in Boston. For more information, please visit [www.orchard-tx.com](http://www.orchard-tx.com), and follow us on [Twitter](https://twitter.com/Orchard_tx) and [LinkedIn](https://www.linkedin.com/company/orchard-therapeutics).

### Availability of Other Information About Orchard

Investors and others should note that Orchard communicates with its investors and the public using the company website ([www.orchard-tx.com](http://www.orchard-tx.com)), the investor relations website ([ir.orchard-tx.com](http://ir.orchard-tx.com)), and on social media ([twitter.com/orchard\\_tx](https://twitter.com/Orchard_tx) and [www.linkedin.com/company/orchard-therapeutics](https://www.linkedin.com/company/orchard-therapeutics)), including but not limited to investor presentations and investor fact sheets, U.S. Securities and Exchange Commission filings, press releases, public conference calls and webcasts. The information that Orchard posts on these channels and websites could be deemed to be material information. As a result, Orchard encourages investors, the media, and others interested in Orchard to review the information that is posted on these channels, including the investor relations website, on a regular basis. This list of channels may be updated from time to time on Orchard's investor relations website and may include additional social media channels. The contents of Orchard's website or these channels, or any other website that may be accessed from its website or these channels, shall not be deemed incorporated by reference in any filing under the Securities Act of 1933.



## **Forward-Looking Statements**

This press release contains certain forward-looking statements about Orchard's strategy, future plans and prospects, which are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include express or implied statements relating to, among other things, the company's business strategy and goals, and the therapeutic potential of Orchard's product candidates, including the product candidate or candidates referred to in this release. These statements are neither promises nor guarantees and are subject to a variety of risks and uncertainties, many of which are beyond Orchard's control, which could cause actual results to differ materially from those contemplated in these forward-looking statements. In particular, the risks and uncertainties include, without limitation: the impact of the COVID-19 virus on Orchard's clinical and commercial programs, the risk that any one or more of Orchard's product candidates, including the product candidate or candidates referred to in this release, will not be approved, successfully developed or commercialized, the risk of cessation or delay of any of Orchard's ongoing or planned clinical trials, the risk that prior results, such as signals of safety, activity or durability of effect, observed from preclinical studies or clinical trials will not be replicated or will not continue in ongoing or future studies or trials involving Orchard's product candidates, the delay of any of Orchard's regulatory submissions, the failure to obtain marketing approval from the applicable regulatory authorities for any of Orchard's product candidates, the receipt of restricted marketing approvals, and the risk of delays in Orchard's ability to commercialize its product candidates, if approved. Given these uncertainties, the reader is advised not to place any undue reliance on such forward-looking statements.

Other risks and uncertainties faced by Orchard include those identified under the heading "Risk Factors" in Orchard's annual report on Form 10-K for the year ended December 31, 2019, as filed with the U.S. Securities and Exchange Commission (SEC) on February 27, 2020, as well as subsequent filings and reports filed with the SEC. The forward-looking statements contained in this press release reflect Orchard's views as of the date hereof, and Orchard does not assume and specifically disclaims any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law.

## **Contacts**

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