

ASSIGNMENT BY INVENTORS

The undersigned Assignor Alireza Rezaia and Rebeca Ramos-Zayas, for good and valuable consideration paid to us by

CRISPR THERAPEUTICS AG

a Corporation of Zug, Switzerland, having its principal place of business at Baarerstrasse 14, 6300 Zug, Switzerland, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto said

CRISPR THERAPEUTICS AG

its successors, legal representatives and assigns, the entire right, title and interest for the United States of America and all jurisdictions worldwide including all rights of priority under the Paris Convention for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the jurisdiction in which any such protection is sought in connection with subject matter including the invention or improvement in

UNIVERSAL DONOR CELLS

described in applications, in any form or embodiment thereof

☒ PCT Application No. PCT/IB2020/058281, filed on September 4, 2020

☒ U.S. Application No. 17/013,154, filed on September 4, 2020

☒ U.S. Application No. 17/013,162, filed on September 4, 2020

☒ U.S. Application No. 17/013,208, filed on September 4, 2020

These applications claim the benefit of the following application(s):

☒ U.S. Application No. 62/896,473, filed on September 5, 2019

☒ U.S. Application No. 62/979,771, filed on February 21, 2020

in the United States Patent and Trademark Office, and in all Letters Patent of the United States and all jurisdictions worldwide which may or shall be granted on or otherwise directed to said invention, or any equivalent or parts thereof or improvements now or hereafter made, or on said application, or any continuing, divisional, extension, provisional, reexamination, reissue, renewal, substitute, supplemental examination or other applications based in whole or in part thereon, and all rights to seek compensation for past infringement of said invention worldwide. And we agree, for ourselves and our executors and administrators, with said Corporation and its successors and assigns but at its or their expense and charges, hereafter to execute all applications, amended specifications, deed or

other instrument, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to said Corporation, with specifications and claims in such form as shall be approved by the counsel of said Corporation and to vest and confirm in said Corporation, its successors and assigns, the legal title to all such patents.

And Alireza Rezanian and Rebeca Ramos-Zayas do hereby authorize CRISPR THERAPEUTICS AG to file, or forego filing, patent applications in any jurisdictions worldwide on said invention in the name of the Assignee.

And Alireza Rezanian and Rebeca Ramos-Zayas hereby authorize the Commissioner of Patents of the United States and any authority of any jurisdiction whose duty it is to issue protections on inventions as aforesaid, to issue such Letters Patent as shall be granted upon said application or applications based thereon to said Corporation, its successors, legal representatives and assigns, the same to be held by Assignee for its own use and benefit and the use and benefit of its successors, legal representatives and assigns to the full end of the term or terms for which Letters Patents may be granted and/or extended.

And Alireza Rezanian and Rebeca Ramos-Zayas hereby represent and covenant that, at the time of execution and delivery of this instrument, except for any rights, titles and interests that have arisen to Assignee under law or that have already been transferred to Assignee, Alireza Rezanian and Rebeca Ramos-Zayas are the sole and lawful owner of the entire right, title and interest in and to the said inventions above-mentioned, and that the same are unencumbered and that we have good and full right and lawful authority to convey the same to Assignee in the manner herein set forth, and that Alireza Rezanian and Rebeca Ramos-Zayas have not executed, and will not execute, any instrument in conflict herewith.

And Alireza Rezanian and Rebeca Ramos-Zayas further hereby agree that should any provision of this Assignment be determined to be void, invalid, unenforceable or against public policy, such provision may be altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed as severed from this Assignment and the remainder of this Assignment shall remain in full force and effect, so long as the original intent of this Assignment remains substantially intact.

This Assignment shall be interpreted and construed according to, and governed by, the laws of Zug, Switzerland.

In witness whereof, Alireza Rezanian, Rebeca Ramos-Zayas and CRISPR THERAPEUTICS AG hereunto set this Assignment to be executed, and agree to be legally bound thereby, as of the dates indicated below.

Date: 10/05/2020

Signed: A. Rezania
ALIREZA REZANIA

Date: _____

Signed: _____

REBECA RAMOS-ZAYAS

ASSIGNEE:

I hereby acknowledge that rights in the above-identified application(s) have transferred from the Assignor(s) by virtue of their above execution of this Assignment and are hereby conveyed to CRISPR THERAPEUTICS AG, the Assignee, of which I am an authorized signatory.

Date: 11/11/2020

Signed: Anders Kassow
SIGNATORY NAME

ANDERS KASSOW
SIGNATORY TITLE

EXECUTIVE DIRECTOR IP
CRISPR THERAPEUTICS AG

CRISPR THERAPEUTICS EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my current and any ongoing employment by CRISPR Therapeutics Inc., a Delaware corporation, on behalf of itself and affiliates including without limitation its parent corporation CRISPR Therapeutics AG, a Swiss company, which are individually and collectively referred to as the "Company", and in consideration of the compensation and any benefits now and hereafter paid to me, I hereby agree as follows:

1. NONDISCLOSURE

1.1 Recognition of Company's Rights; Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "*Proprietary Information*" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, Proprietary Information includes:

(a) trade secrets, inventions, ideas, processes, formulas, molecular structures as well as combinations and systems thereof (including without limitation any properties and uses of such structures, combinations and systems), research or development plans, data, programs, mask works, source and object codes, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, in each case whether or not patentable (hereinafter collectively referred to as "*Inventions*"); and

(b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and

(c) information regarding the skills and compensation of other employees, consultants or advisors of the Company.

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("*Third Party Information*") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term "*Proprietary Rights*" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Annex 1* (Previous Inventions) attached hereto a complete list of all inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "*Prior Inventions*"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Annex 1* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Annex 1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the

Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign (effective immediately, irrevocably and without any further action being required by me when any such Inventions or Proprietary Rights are first conceived by me either alone or jointly with others) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under patent, copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "*Company Inventions*." Notwithstanding the foregoing provisions of this Section 2.3, however, my obligations under this Section 2.3 shall be subject to the terms of any written agreement between me and any of the Company's or the Company's affiliates' portfolio companies provided that I agree not to enter into any such agreement without the Company's prior written consent.

2.4 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement. Notwithstanding the foregoing provisions of this Section 2.4, however, my obligations under this Section 2.4 shall be subject to the terms of any written agreement between me and any of the Company's or the Company's affiliates' portfolio companies provided that I agree not to enter into any such agreement without the Company's prior written consent.

2.5 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.

2.6 Works for Hire. I acknowledge that all original works of authorship are made by me (solely or jointly with others) within the scope of my employment..

2.7 Enforcement of Proprietary Rights. I will assist the Company in every way upon request to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

2.8 Power of Attorney. I hereby irrevocably designate and appoint the Company, its Chief Executive Officer and Chief Legal Officer, and its other duly-authorized officers and agents, each as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph and this Agreement with the same legal force and effect as if executed by me. In connection with but without limiting the foregoing power of attorney, in the event that the Company is unable for any reason to secure my signature on any document needed in connection with any actions required or advised by the Company's attorneys for obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights, I further expressly authorize the Company to affix or execute my signature on any such document and hereby affirm such executed document as being my own true deed. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. ADDITIONAL ACTIVITIES. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company. I agree further that for the period of my employment by the Company and for one (1) year after the date of termination of my employment by the Company I

will not, either directly or through others, solicit or attempt to solicit any employee, independent contractor or consultant of the company to terminate his or her relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or entity.

5. NO CONFLICTING OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. RETURN OF COMPANY DOCUMENTS. When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

7. LEGAL AND EQUITABLE REMEDIES. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

8. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, and if not during normal business hours of the recipient, then on the next business day, (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the other party hereto at such party's address hereinafter set forth on the signature page hereof, or at such other address as such party may designate by ten (10) days advance written notice to the other party hereto.

9. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws provisions. I hereby irrevocably consent to personal jurisdiction of the state and federal courts located in Boston, Massachusetts and any appellate courts thereof.

10.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

10.4 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

10.5 Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.7 "I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF."

10.8 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT B TO THIS AGREEMENT.

EMPLOYEE:

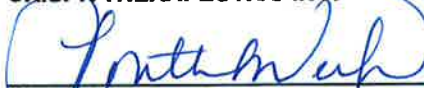

(Signature)

Printed Name: Rebeca Ramos-Zayas

Dated as of: 01/28/16

ACCEPTED AND AGREED TO BY:

CRISPR THERAPEUTICS INC.


(Signature)

Printed Name: Lori Wedge

Title: VP Finance

Dated as of: 1/31/2016

**ANNEX 1
PRIOR INVENTIONS**

This Annex 1 to the Employee Proprietary Information and Inventions Agreement provides a complete list of Inventions relevant to the subject matter of my employment by the Company, if any, that have been made or conceived or first reduced to practice by me alone or jointly with others *prior to my employment by the Company* that I desire to clarify are *not* subject to the Employee Proprietary Information and Inventions Agreement to which this Annex 1 is attached.

1. I represent that there are *no* Inventions relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company *except as identified below*.

____ Inventions relevant to the subject matter of my employment by the Company have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company and are briefly summarized as follows:

- If I leave this section blank, I am affirming and representing that there are no such Inventions.

- If checked above, the following is a brief summary of relevant Inventions (without providing any specific proprietary or confidential information):

____ Additional sheets attached

2. I represent that I am not bringing to my employment at the Company any materials or documents belonging to a former employer.



Employee's Signature
Rebeca Ramos-Zayas

Printed Name

01/28/16

Date