

# SECURITIES AND EXCHANGE COMMISSION

## FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **2022-06-15**  
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### FILER

#### **Freeline Therapeutics Holdings plc**

CIK: **1810031** | IRS No.: **000000000** | State of Incorp.: **X0** | Fiscal Year End: **1231**  
Type: **S-8** | Act: **33** | File No.: **333-265634** | Film No.: **221018293**  
SIC: **2836** Biological products, (no diagnostic substances)

Mailing Address  
STEVENAGE BIOSCIENCE  
CATALYST  
GUNNELS WOOD ROAD,  
STEVENAGE  
HERTFORDSHIRE X0 SG1  
2FX

Business Address  
STEVENAGE BIOSCIENCE  
CATALYST  
GUNNELS WOOD ROAD,  
STEVENAGE  
HERTFORDSHIRE X0 SG1  
2FX  
44 (0)1438 906870

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

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**FORM S-8**  
**REGISTRATION STATEMENT**  
*UNDER*  
*THE SECURITIES ACT OF 1933*

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**Freeline Therapeutics Holdings plc**

(Exact name of registrant as specified in its charter)

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England and Wales  
(State or other jurisdiction of  
incorporation or organization)

Not Applicable  
(I.R.S. Employer  
Identification No.)

Stevenage Bioscience Catalyst  
Gunnels Wood Road  
Stevenage, Hertfordshire SG1 2FX  
United Kingdom  
+44 (0)1438 906870  
(Address of Principal Executive Offices)

Freeline Therapeutics Holdings plc Amended and Restated 2020 Equity Incentive Plan  
Freeline Therapeutics Holdings plc 2020 Employee Share Purchase Plan  
Freeline Therapeutics Holdings plc Amended and Restated 2021 Equity Inducement Plan  
(Full title of the plans)

Freeline Therapeutics, Inc.  
c/o CT Corporation  
Corporation Trust Center  
1209 Orange Street  
Wilmington, DE 19808  
(Name and Address of Agent For Service)

(302) 636-5401  
(Telephone number, including Area Code, of Agent For Service)

*Copies of all communications, including all communications sent to the agent for service, should be sent to:*

Graham Robinson  
Michael Hong  
Skadden, Arps, Slate, Meagher &  
Flom LLP  
500 Boylston Street  
Boston, MA 02116  
(617) 573-4850

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
(Do not check if a smaller reporting company)		Emerging Growth Company	<input checked="" type="checkbox"/>

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 7(a)(2)(B) of the Securities Act. ☐

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## EXPLANATORY NOTE

The Registrant is filing this Registration Statement on Form S-8 (this “**Registration Statement**”) for the purpose of registering (i) an additional 10,509,486 ordinary shares, par value £0.00001, (which may be represented by American Depositary Shares (“**ADSs**”)) under the Freeline Therapeutics Holdings plc Amended and Restated 2020 Equity Incentive Plan (the “**2020 Plan**”), which amount consists of an additional 5,641,104 ordinary shares (which may be represented by ADSs) reserved and available for delivery with respect to awards under the 2020 Plan, an additional 2,868,382 ordinary shares (which may be represented by ADSs) pursuant to the provisions of the 2020 Plan which provide for annual automatic increases in the number of ordinary shares reserved for issuance under the 2020 Plan and an additional 2,000,000 ordinary shares (which may be represented by ADSs) that may become available for delivery with respect to awards under the 2020 Plan pursuant to the share counting, share recycling and other terms and conditions of the 2020 Plan, (ii) an additional 347,447 ordinary shares (which may be represented by ADSs) under the Freeline Therapeutics Holdings plc 2020 Employee Share Purchase Plan (the “**2020 ESPP**”), pursuant to the provisions of the 2020 ESPP which provide for annual automatic increases in the number of ordinary shares reserved for issuance under the 2020 ESPP and (iii) an additional 2,000,000 ordinary shares (which may be represented by ADSs) under the Freeline Therapeutics Holdings plc Amended and Restated 2021 Equity Inducement Plan (the “**2021 Plan**”).

The Registration Statement is being filed for the purpose of increasing the number of securities of the same class as other securities for which Registration Statements on Form S-8 of the Registrant relating to the same employee benefit plans set forth herein are effective. Pursuant to General Instruction E of Form S-8, this Registration Statement incorporates by reference the contents of the registration statements on Form S-8 relating to the 2020 Plan, the 2020 ESPP and the 2021 Plan filed by the Registrant with the Securities and Exchange Commission (the “**Commission**”) on August 7, 2020 (File No. 333-242129) and September 28, 2021 (File No. 333-259852) (collectively, the “**Prior Registration Statements**”), except that provisions contained in Part II of such Prior Registration Statements are modified as set forth herein.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The following documents are incorporated herein by reference:

- (a) Our Annual Report on [Form 20-F](#) for the fiscal year ended December 31, 2021, filed with the Commission on March 31, 2022, including Exhibits 2.3 and 2.4 thereto;
- (b) Our Report on Form 6-K furnished to the Commission on [May 10, 2022](#) (but excluding Exhibit 99.1 thereto), our Report on Form 6-K furnished to the Commission on [May 23, 2022](#) (only with respect to the sections entitled “Director’ s Remuneration Report–Single Figure of Remuneration (audited)”, “Director’ s Remuneration Report–2021 Annual Bonus”, “Director’ s Remuneration Report–Omnibus incentive plan (OIP) (audited)”, “Director’ s Remuneration Report–Payments to Past Directors and Loss of Office (audited)” and “Director’ s Remuneration Report–Directors’ Shareholding and Share Interests (audited)”, each included in Exhibit 99.3 thereto) and our Report on Form 6-K furnished to the Commission on [June 3, 2022](#) (but only with respect to Exhibit 99.1 thereto);
- (c) The description of the Registrant’ s share capital which is contained in the Registrant’ s Registration Statement on [Form 8-A](#) (File No. 001-39431), dated August 5, 2020, as updated by Exhibits 2.3 and 2.4 to the Registrant’ s Annual Report on [Form 20-F](#) for the fiscal year ended December 31, 2021, including any amendments or supplements thereto; and
- (d) The description of the Registrant’ s ADSs and Ordinary Shares contained in the Registrant’ s Registration Statement on [Form F-6](#) filed with the Commission on August 5, 2020, as updated by Exhibits 2.3 and 2.4 to the Registrant’ s Annual Report on [Form 20-F](#) for the fiscal year ended December 31, 2021, including any amendment thereto or report filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, including any Reports of Foreign Private Issuers on Form 6-K submitted during such period (or portion thereof) that is identified in such form as being incorporated by reference into this Registration Statement, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents. The Registrant is not incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed “filed” with the Commission.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, (or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein), modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

## Item 8. Exhibits.

Exhibit Number	
4.1	<a href="#">Articles of Association of Freeline Therapeutics Holdings plc (incorporated herein by reference to Exhibit 1.1 to the Registrant’ s Annual Report on Form 20-F, filed on March 31, 2022)</a>
4.2	<a href="#">Deposit Agreement (incorporated herein by reference to Exhibit 2.1 to the Registrant’ s Annual Report on Form 20-F, filed on March 31, 2022)</a>
4.3	<a href="#">Form of American Depositary Receipt (incorporated herein by reference to Exhibit 2.1 to the Registrant’ s Annual Report on Form 20-F, filed on March 31, 2022)</a>
5.1	<a href="#">Opinion of Skadden, Arps, Slate, Meagher &amp; Flom (UK) LLP, counsel of Freeline Therapeutics Holdings plc, as to the validity of the Ordinary Shares (filed herewith)</a>
23.1	<a href="#">Consent of Deloitte LLP, independent registered public accounting firm of Freeline Therapeutics Holdings plc (filed herewith)</a>
23.3	<a href="#">Consent of Skadden, Arps, Slate, Meagher &amp; Flom (UK) LLP, counsel of Freeline Therapeutics Holdings plc (included in Exhibit 5.1)</a>
24	<a href="#">Powers of Attorney (included in the signature pages hereto)</a>
99.1	<a href="#">Freeline Therapeutics Holdings plc Amended and Restated 2020 Equity Incentive Plan (incorporated herein by reference to Exhibit 99.2 to the Registrant’ s Report on Form 6-K, filed on January 28, 2022)</a>
99.2	<a href="#">Freeline Therapeutics Holdings plc 2020 Employee Share Purchase Plan (incorporated herein by reference to Exhibit 99.2 to the Registrant’ s Report on Form S-8, filed on August 7, 2020)</a>
99.3	<a href="#">Freeline Therapeutics Holdings plc Amended and Restated 2021 Equity Inducement Plan (filed herewith)</a>
107	<a href="#">Calculation of Filing Fee Table (filed herewith)</a>

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## SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, on June 15, 2022.

### **FREELINE THERAPEUTICS HOLDINGS PLC**

By: /s/ Michael J. Parini

Name: Michael J. Parini

Title: Chief Executive Officer

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## POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of Freeline Therapeutics Holdings plc hereby severally constitute and appoint Stephen P. Diamond, Jr. and Paul M. Schneider as our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below the Registration Statement on Form S-8 filed herewith and any and all amendments (including post-effective amendments) to said Registration Statement, and any registration statement filed pursuant to Rule 462 under the Securities Act in connection with said Registration Statement, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all such things in our name and on our behalf in our capacities as officers and directors to enable Freeline Therapeutics Holdings plc to comply with the provisions of the Securities Act, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Michael J. Parini</u> Michael J. Parini	Chief Executive Officer and Director (Principal Executive Officer)	June 15, 2022
<u>/s/ Paul M. Schneider</u> Paul M. Schneider	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	June 15, 2022
<u>/s/ Chris Hollowood, Ph.D</u> Chris Hollowood, Ph.D.	Chairman of the Board of Directors	June 15, 2022
<u>/s/ Amit Nathwani, M.D.</u> Amit Nathwani, M.D.	Director	June 15, 2022
<u>/s/ Martin Andrews</u> Martin Andrews	Director	June 15, 2022
<u>/s/ Jeffrey Chodakewitz, M.D.</u> Jeffrey Chodakewitz, M.D.	Director	June 15, 2022
<u>/s/ Julia P. Gregory</u> Julia P. Gregory	Director	June 15, 2022
<u>/s/ Colin Love</u> Colin Love	Director	June 15, 2022

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**SIGNATURE OF AUTHORIZED U.S. REPRESENTATIVE**

Pursuant to the requirements of the Securities Act, the undersigned, the duly authorized representative in the United States of Freeline Therapeutics Holdings plc has signed this registration statement on June 15, 2022.

**FREELINE THERAPEUTICS, INC.**

By: /s/ Stephen P. Diamond, Jr.

Name: Stephen P. Diamond, Jr.

Title: Senior Vice President, General Counsel  
& Company Secretary



## SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM (UK) LLP

40 BANK STREET  
CANARY WHARF  
LONDON E14 5DS

TEL: (020) 7519-7000  
FAX: (020) 7519-7070  
www.skadden.com

## AFFILIATE OFFICES

BOSTON  
CHICAGO  
HOUSTON  
LOS ANGELES  
NEW YORK  
PALO ALTO  
WASHINGTON, D.C.  
WILMINGTON

BEIJING  
BRUSSELS  
FRANKFURT  
HONG KONG  
MOSCOW  
MUNICH  
PARIS  
SÃO PAULO  
SEOUL  
SHANGHAI  
SINGAPORE  
SYDNEY  
TOKYO  
TORONTO

Freeline Therapeutics Holdings plc  
Stevenage Bioscience Catalyst  
Gunnels Wood Road  
Stevenage SG1 2FX

15 June 2022

Ladies and Gentlemen,

**Freeline Therapeutics Holdings plc - Registration Statement on Form S-8 - Exhibit 5.1**

1. We have acted as special English legal advisers for Freeline Therapeutics Holdings plc, a public company with limited liability incorporated under the laws of England and Wales (the “**Company**”), in connection with the Company’s Registration Statement on Form S-8 (together with the exhibits thereto, the “**Registration Statement**”) to be filed on the date hereof with the U.S. Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), relating to the registration of 12,856,933 of the Company’s ordinary shares, nominal value £0.00001 each (the “**Shares**”), which may be issued from time to time pursuant to awards or offerings granted under the Company’s 2020 Employee Share Purchase Plan, 2020 Equity Incentive Plan (together with the 2020 Employee Share Purchase Plan, the “**2020 Plans**”) and the 2021 Equity Inducement Plan, each as amended or restated from time to time (together with the 2020 Plans, the “**Plans**”).
2. This opinion is delivered to you in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.
3. For the purposes of giving this opinion, we have examined the following documents:
  - (a) a copy of the Registration Statement;
  - (b) a copy of the Plans;
  - (c) an executed copy of a certificate signed by the Secretary of the Company dated the date of this opinion and the documents attached thereto (the “**Certificate**”);

SKADDEN, ARPS, SLATE, MEAGHER & FLOM (UK) LLP, A LIMITED LIABILITY PARTNERSHIP REGISTERED UNDER THE LAWS OF THE STATE OF DELAWARE, IS AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY UNDER REFERENCE NUMBER 80014.

A LIST OF THE FIRM’S PARTNERS IS OPEN TO INSPECTION AT THE ABOVE ADDRESS.

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- (d) copies of the original certificate of incorporation and the certificate of incorporation on re-registration as a public company of the Company, in the form attached to the Certificate;
  - (e) a copy of the Company's Articles of Association (the "**Articles**"), as adopted by a special resolution passed on 31 July 2020, in the form attached to the Certificate;
  - (f) a copy of the minutes of the general meeting of the Company held on 31 July 2020 in the form attached to the Certificate, relating to the adoption of the 2020 Plans, the issuance of shares thereunder and the directors' authority to allot shares and disapply pre-emption rights;
  - (g) a copy of the minutes of the meeting of the Remuneration Committee of the Board of Directors of the Company (the "**Board**") held on 20 September 2021 in the form attached to the Certificate, relating to the approval of the 2021 Equity Inducement Plan and the recommendation of such to the Board;
  - (h) an executed copy of the written resolutions of the Board dated 27 September 2021 in the form attached to the Certificate, relating to the approval of the 2021 Equity Inducement Plan;
  - (i) a copy of the minutes of the meeting of the Remuneration Committee held on 18 January 2022 in the form attached to the Certificate, relating to the approval of certain amendments to the Plans and the recommendation of such amendments to the Board;
  - (j) an executed copy of the written resolutions of the Board dated 28 January 2022 in the form attached to the Certificate, relating to the approval of certain amendments to the Plans;
  - (k) a certified extract of the minutes of the meeting of the Remuneration Committee held on 20 April 2022 in the form attached to the Certificate and signed by the Company's Assistant Secretary and Assistant General Counsel, relating to the approval of an increase in the share reserve under the 2021 Equity Inducement Plan;
  - (l) an executed copy of the written resolutions of the Board dated 30 May 2022 in the form attached to the Certificate, relating to the approval of an increase in the share reserve under the 2021 Equity Inducement Plan; and
  - (m) an executed copy of the written resolutions of the Board dated 15 June 2022 in the form attached to the Certificate, relating to the approval of the Registration Statement,

(together, the "**Documents**") and such other documents and made such searches and considered such facts as we consider appropriate for the purpose of this opinion. We express an opinion in respect of the Company and the issue of any Shares only as expressly specified in this opinion. We express no opinion as to any agreement, instrument or document.

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4. This opinion is limited to English law as currently applied by the English courts and is given on the basis that it will be governed by and construed in accordance with English law in force on the date of this opinion. Accordingly, we express no opinion with regard to any other system of law. In particular, we express no opinion as to whether English law is consistent with the laws of the European Union, to the extent relevant on the date of this opinion. To the extent that the laws of any other jurisdiction (or the laws of the European Union) may be relevant, we express no opinion as to such laws, we have made no investigation thereof, and our opinion is subject to the effect of such laws. It should be understood that we have not been responsible for investigating or verifying the accuracy of any facts or the reasonableness of any statement of opinion or intention contained in or relevant to any Document.

### Assumptions

5. In considering the Documents and for the purpose of rendering this opinion we have with your consent assumed without investigation or verification:
- (a) the genuineness of all signatures (including electronic signatures) on, and the authenticity and completeness of, all documents submitted to us, the conformity to original documents of all documents submitted to us as certified, electronic, photostatic or facsimile copies and the authenticity of the originals of such latter documents;
  - (b) that there is no agreement or arrangement which modifies, supersedes or is inconsistent with any Document;
  - (c) that each of the statements contained in the Certificate is true and correct as at the date of this opinion;
  - (d) that each of the resolutions contained in the minutes referred to in paragraphs 3(f), 3(g), 3(i) and 3(k) and the resolutions referred to in paragraphs 3(h), 3(j), 3(l) and 3(m) were validly passed and remain in full force and effect without modification;
  - (e) that, at the time of the issuance and allotment of any Shares following the date of this opinion (each such time being an “**Issue Date**”):
    - (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), is effective under the Securities Act;
    - (ii) the Company is duly incorporated and validly existing and has all corporate and other power and capacity to enter into and perform all of its obligations under, and has taken all requisite action to issue and deliver the relevant Shares;
    - (iii) the Company has not been deemed unable to and will not become, as a result of issuing the relevant Shares or entering into and performing its obligations under the relevant Documents, unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

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- (iv) the Company is in compliance with all applicable laws required for the issue and delivery of the relevant Shares and to allot and issue the relevant Shares, and the Company (either by its Board, its Remuneration Committee or any delegates appointed by its Remuneration Committee) has duly authorised the allotment and issue of the relevant Shares;
  - (v) the performance of the provisions of the relevant Documents that either fall to be performed outside England or that are impacted by applicable local law, is not contrary to applicable local law and there is no local legal requirement that the performance of such obligations needs to be governed by local law;
  - (vi) the directors of the Company are duly authorised pursuant to the Articles as in force on such Issue Date, the Companies Act 2006, as amended (the “CA 2006”) and any relevant authority given by the members of the Company in a general meeting to allot and issue the relevant Shares to be issued pursuant to the relevant Documents;
  - (vii) all consents, approvals, notices, filings, recordings, licences, orders, authorisations, publications and registrations and other similar formalities which are necessary under any applicable laws or regulations in order to permit the execution and delivery of the relevant Documents and the issue and offering of the relevant Shares will have been duly made or obtained (or will be duly made or obtained within the period permitted by such laws or regulations);
  - (viii) the terms of the relevant Shares have been duly established and are being allotted and issued in conformity with the Plans and the Registration Statement (as amended or supplemented as applicable in respect of the relevant Shares to be issued), so as not to violate the CA 2006, the Articles, any applicable law, or result in a default under or breach of any agreement or instrument binding upon the Company, and so as to comply with any requirement or restriction imposed by any court or regulatory body having jurisdiction over the Company;
  - (ix) the Shares will be issued and the Documents will be entered into for bona fide commercial reasons and on arm’s length terms by each of the parties thereto; that the Documents will not be entered into and the Shares will not be issued or delivered as a result of misrepresentation, mistake, duress or unlawful activity; and that there has been no fraud nor will there be any fraud inducing any party to enter into the Documents on the terms set out therein or to issue or deliver the relevant Shares;
  - (x) the Company is in receipt of such amounts as are necessary to fully pay the nominal or principal value of the relevant Shares and any applicable premium; and
  - (xi) valid entries in the books and registers of the Company will be made of the relevant Shares in accordance with the CA 2006, any applicable law and the Articles;

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- (f) that the information revealed by our search and enquiries of the public documents kept at Companies House in Cardiff, including an online search in respect of the Company on the Companies House Service, and our oral enquiry of the Central Registry of Winding up Petitions referred to in paragraph 6(a) below (together the “**Searches**”) was accurate in all respects and has not since the time of such Search been altered; and
  - (g) the words used in the Registration Statement bear their ordinary English meaning and there is no basis on which they could be interpreted otherwise than in accordance with the ordinary rules of English grammar and syntax.

### Opinion

- 6. On the basis of the assumptions set out above and subject to the qualifications set forth below and any matters not disclosed to us and having regard to such considerations of English law as we consider relevant, we are of the opinion that:
  - (a) the Company has been incorporated and registered in England and Wales and:
    - (i) our enquiry today of the public documents relating to the Company kept at Companies House in Cardiff, including an online search in respect of the Company on the Companies House Service, revealed no order or resolution for the winding up of the Company and no notice of appointment in respect of the Company of a liquidator, receiver, administrative receiver or administrator; and
    - (ii) the Central Registry of Winding up Petitions has confirmed in response to our oral enquiry made today that no petition for the winding up of the Company has been presented within the period of six months covered by such enquiry; and
  - (b) in so far as English law is concerned and, in respect of the allotment and the issue of the Shares, once all future actions, authorisations and approvals described in paragraph 5(e) above have been taken, obtained and/or complied with, then:
    - (i) the Company has the requisite legal authority to issue the Shares and the issue of the Shares has been duly authorised by all necessary corporate action on the part of the Company; and
    - (ii) when (i) the Shares have been allotted and issued for consideration in compliance with the Plans and (ii) valid entries in the books and registers of the Company have been made, the Shares will be validly issued, fully paid and non-assessable (it being understood that the term “non-assessable” has no recognised meaning under English law, and for the purposes of this opinion means that, under the CA 2006, the Articles and any resolution taken under the Articles approving the issuance of the Shares, no holder of such Shares is liable, solely because of such holder’s status as a holder of such Shares, for additional assessments or calls for further funds by the Company or any other person).

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## Qualifications

7. The opinions set forth above are subject to the following qualifications:
- (a) the searches and enquiries of the public documents relating to the Company kept at Companies House in Cardiff, including an online search in respect of the Company on the Companies House Service, and our oral enquiry of the Central Registry of Winding up Petitions referred to in paragraph 6(a) above are not conclusively capable of revealing whether or not:
    - (i) a winding up petition has been received or a winding up order has been made or a resolution passed for the winding up of the Company; or
    - (ii) an administration order has been made in relation to the Company; or
    - (iii) a receiver, administrative receiver, administrator or liquidator has been appointed in relation to the Company,as notice of these matters may not be filed with the Registrar of Companies immediately and, when filed, may not be entered on the public file of the relevant company immediately. Those searches and enquiries are not capable of revealing, prior to the making of the relevant order, whether or not a winding up petition or a petition for an administration order has been presented nor would they reveal if insolvency proceedings have begun elsewhere;
  - (b) if any agreement is entered into for a purpose prohibited by sections 678 and 679 of the CA 2006, it will be void;
  - (c) this opinion is subject to and may be limited by all applicable laws relating to bankruptcy, insolvency, administration, liquidation, reorganisation, moratorium or any analogous procedure and other laws of general application relating to or affecting the rights of creditors;
  - (d) we express no opinion as to taxation matters; and
  - (e) we express no opinion as to whether the Registration Statement contains all the information required by applicable law and/or regulation.
8. We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder. This opinion is expressed as of the date of this opinion unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed in this opinion or of any subsequent changes in applicable laws.

Yours faithfully,

/s/ Skadden, Arps, Slate, Meagher & Flom (UK) LLP

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**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 31, 2022 relating to the financial statements of Freeline Therapeutics Holdings plc appearing in the Annual Report on Form 20-F of Freeline Therapeutics Holdings plc for the year ended December 31, 2021.

/s/ Deloitte LLP

Reading, United Kingdom

June 15, 2022

**FREELINE THERAPEUTICS HOLDINGS PLC****2021 EQUITY INDUCEMENT PLAN**

(as amended and restated effective May 30, 2022)

**1. PURPOSE**

The Plan's purpose is to enhance the Company's ability to attract Eligible Persons (as defined below) who are expected to make important contributions to the Company by providing these individuals with equity ownership opportunities. The Plan is not subject to the approval of the Company's shareholders and may only be used for equity incentive grants that qualify as "inducement grants" under the Nasdaq Inducement Exception. Capitalized terms used in the Plan are defined in Section 11.

**2. ELIGIBILITY**

Awards may be granted only to a person who, at the time of grant: (a) has been hired as an Employee and such Award is a material inducement to such person being hired; (b) has been rehired as an Employee following a bona fide period of interruption of employment with the Company or any Subsidiary; or (c) has become an Employee in connection with a merger or acquisition (each, an "**Eligible Person**").

**3. ADMINISTRATION**

The Plan is administered by the Administrator. The Administrator has authority to determine which Eligible Persons receive Awards, grant Awards, set Award terms and conditions, and designate whether such Awards will cover Ordinary Shares or ADSs, subject to the conditions and limitations in the Plan. Notwithstanding the foregoing, the grant of any Award will not be effective unless: (i) if the grant is made by the Board, then it must be approved by a majority of the Outside Directors on the Board; and (ii) if the grant is made by the Committee, then the Committee must be comprised solely of Outside Directors (except as otherwise permitted under applicable rules, including the Nasdaq Inducement Exception). The Administrator also has the authority to take all actions and make all determinations under the Plan, to interpret the Plan and Award Agreements and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable. The Administrator may correct defects and ambiguities, supply omissions and reconcile inconsistencies in the Plan or any Award as it deems necessary or appropriate to administer the Plan and any Awards. The Administrator's determinations under the Plan are in its sole discretion and will be final and binding on all persons having or claiming any interest in the Plan or any Award.



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#### 4. **SHARES AVAILABLE FOR AWARDS**

##### 4.1 Number of Shares.

Subject to adjustment under Section 8 and the terms of this Section 4, Awards may be made under the Plan in an aggregate amount up to 3,400,000 Shares (the “**Share Reserve**”).

##### 4.2 Share Recycling.

If all or any part of an Award expires, lapses or is terminated, exchanged for cash, surrendered, repurchased or cancelled, without having been fully exercised, or forfeited, in any case, in a manner that results in the Company acquiring Shares covered by the Award at a price not greater than the price (as adjusted to reflect any Equity Restructuring) paid by the Participant for such Shares or not issuing any Shares covered by the Award, the unused Shares covered by the Award will, as applicable, become or again be available for Award grants under the Plan. Further, Shares delivered (either by actual delivery or attestation) to the Company by a Participant to satisfy the applicable exercise or purchase price of an Award and/or to satisfy any applicable tax withholding obligation (including Shares retained by the Company from the Award being exercised or purchased and/or creating the tax obligation) will, as applicable, become or again be available for Award grants under the Plan. The payment of Dividend Equivalents in cash or Shares in conjunction with any outstanding Awards shall not count against the Share Reserve.

##### 4.3 Deed Poll.

The Administrator may grant Awards by entering into a deed poll and, as soon as practicable after the Company has executed the deed poll, the Administrator shall issue award certificates (in such form as is approved by the Administrator, including in electronic form) to each Participant to evidence the grant of the Awards. The deed poll and the award certificate relating to an Award, when taken together, shall constitute an Award Agreement for the purposes of this Plan.

#### 5. **OPTIONS AND SHARE APPRECIATION RIGHTS**

##### 5.1 General.

The Administrator may grant Options or Share Appreciation Rights to Eligible Persons subject to the limitations in the Plan. The Administrator will determine the number of Shares covered by each Option and Share Appreciation Right, the exercise price of each Option and Share Appreciation Right and the conditions and limitations applicable to the exercise of each Option and Share Appreciation Right. Each Option shall be a Nonstatutory Option. A Share Appreciation Right will entitle the Participant (or other person entitled to exercise the Share Appreciation Right) to receive from the Company upon exercise of the exercisable portion of the Share Appreciation Right an amount determined by

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multiplying the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Share Appreciation Right by the number of Shares with respect to which the Share Appreciation Right is exercised, subject to any limitations of the Plan or that the Administrator may impose and payable in cash, Shares valued at Fair Market Value or a combination of the two as the Administrator may determine or provide in the Award Agreement.

## 5.2 Exercise Price.

The Administrator will establish each Option' s and Share Appreciation Right' s exercise price and specify the exercise price in the Award Agreement. The exercise price will not be less than 100% of the Fair Market Value on the grant date of the Option or Share Appreciation Right.

## 5.3 Duration.

Each Option or Share Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that the term of an Option or Share Appreciation Right will not exceed ten years. Notwithstanding the foregoing and unless determined otherwise by the Company, in the event that, following a Termination of Service other than for Cause or due to the Participant' s death or Disability, on the last business day an Option or Share Appreciation Right may be exercised by such Participant (i) the exercise of the Option or Share Appreciation Right is prohibited by Applicable Law, as determined by the Company, or (ii) Shares may not be purchased or sold by the applicable Participant due to any Company insider trading policy (including blackout periods) or a "lock-up" agreement undertaken in connection with an issuance of securities by the Company, the period during which the Option or Share Appreciation Right may be exercised shall be extended until the date that is ninety (90) days after the end of the legal prohibition, blackout period or lock-up agreement, as determined by the Company; *provided, however*, in no event shall the extension last beyond the final expiration date of the Option or Share Appreciation Right as set forth in the Award Agreement. Notwithstanding the foregoing, if the Participant, prior to the end of the term of an Option or Share Appreciation Right, violates the non-competition, non- solicitation, confidentiality or other similar restrictive covenant provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right of the Participant and the Participant' s transferees to exercise any Option or Share Appreciation Right issued to the Participant shall terminate immediately upon such violation, unless the Company otherwise determines. In addition, if, prior to the end of the term of an Option or Share Appreciation Right, the Participant is given notice by the Company or any of its Subsidiaries of the Participant' s Termination of Service by the Company or any of its Subsidiaries for Cause, and the effective date of such Termination of Service is subsequent to the date of the delivery of such notice, the right of the Participant and the Participant' s transferees to exercise any Option or Share Appreciation

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Right issued to the Participant shall be suspended from the time of the delivery of such notice until the earlier of (i) such time as it is determined or otherwise agreed that the Participant's service as an Employee will not be terminated for Cause as provided in such notice or (ii) the effective date of the Participant's Termination of Service by the Company or any of its Subsidiaries for Cause (in which case the right of the Participant and the Participant's transferees to exercise any Option or Share Appreciation Right issued to the Participant will terminate immediately upon the effective date of such Termination of Service).

5.4 Exercise.

Options and Share Appreciation Rights may be exercised by delivering to the Company a written notice of exercise, in a form the Administrator approves (which may be electronic), signed by the person authorized to exercise the Option or Share Appreciation Right, together with, as applicable, payment in full (i) as specified in Section 5.5 for the number of Shares for which the Award is exercised and (ii) as specified in Section 9.8 for any applicable taxes. An Option or Share Appreciation Right may not be exercised for a fraction of a Share.

5.5 Payment Upon Exercise.

Subject to Section 10.8, any Company insider trading policy (including blackout periods) and Applicable Laws, the exercise price of an Option must be paid by:

- (a) cash, wire transfer of immediately available funds or by check payable to the order of the Company, provided that the Company may limit the use of one of the foregoing payment forms if one or more of the payment forms below is permitted;
- (b) if there is a public market for Shares at the time of exercise, unless the Company otherwise determines, (A) delivery (including electronically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price; provided that such amount is paid to the Company at such time as may be required by the Administrator;
- (c) to the extent permitted by the Administrator, delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their Fair Market Value;
- (d) to the extent permitted by the Administrator, surrendering Shares then issuable upon the Option's exercise valued at their Fair Market Value on the exercise date;

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(e) to the extent permitted by the Administrator, by any combination of (a), (b), (c) and (d) above; or

(f) to the extent permitted by the Administrator, by payment of such other lawful consideration as the Administrator may determine.

## **6. RESTRICTED SHARES; RESTRICTED SHARE UNITS**

### **6.1 General.**

The Administrator may grant Restricted Shares, or the right to purchase Restricted Shares, to any Eligible Person, subject to the Company' s right to repurchase all or part of such shares at their issue price or other stated or formula price from the Participant (or to require forfeiture of such shares) if conditions the Administrator specifies in the Award Agreement are not satisfied before the end of the applicable restriction period or periods that the Administrator establishes for such Award. In addition, the Administrator may grant to Eligible Persons Restricted Share Units, which may be subject to vesting and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement. The Administrator will determine and set forth in the Award Agreement the terms and conditions for each Restricted Share and Restricted Share Unit Award, subject to the conditions and limitations contained in the Plan.

### **6.2 Restricted Shares.**

#### **(a) Dividends.**

Participants holding Restricted Shares will be entitled to all ordinary cash dividends paid with respect to such Shares, unless the Administrator provides otherwise in the Award Agreement. In addition, the dividends will be subject to the same restrictions on transferability and forfeitability as the Restricted Shares with respect to which they were paid.

#### **(b) Certificates.**

The Company may require that the Participant deposit in escrow with the Company (or its designee) any certificates issued in respect of Restricted Shares, together with a stock transfer form endorsed in blank.

### **6.3 Restricted Share Units.**

#### **(a) Settlement.**

The Administrator may provide that settlement of Restricted Share Units will occur upon or as soon as reasonably practicable after the Restricted Share Units vest or will instead be deferred, on a mandatory basis or at the Participant' s election in compliance with Applicable Laws.

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(b) Shareholder Rights.

A Participant will have no rights of a shareholder with respect to Shares subject to any Restricted Share Unit unless and until the Shares are delivered in settlement of the Restricted Share Unit.

(c) Dividend Equivalents.

If the Administrator provides, a grant of Restricted Share Units may provide a Participant with the right to receive Dividend Equivalents. Dividend Equivalents may be settled in cash or Shares and shall be subject to the same restrictions on transferability and forfeitability as the Restricted Share Units with respect to which the Dividend Equivalents are granted and subject to other terms and conditions as set forth in the Award Agreement.

**7. OTHER SHARE BASED AWARDS**

Other Share Based Awards may be granted to Participants, including Awards entitling Participants to receive Shares to be delivered in the future (whether based on specified Performance Criteria or otherwise), in each case subject to any conditions and limitations in the Plan. Such Other Share Based Awards will also be available as a payment form in the settlement of other Awards, as standalone payments and as payment in lieu of compensation to which a Participant is otherwise entitled. Other Share Based Awards may be paid in Shares or other property, as the Administrator determines. Subject to the provisions of the Plan, the Administrator will determine the terms and conditions of each Other Share Based Award, including any purchase price, performance goal (which may be based on the Performance Criteria), transfer restrictions, and vesting conditions, which will be set forth in the applicable Award Agreement.

**8. ADJUSTMENTS FOR CHANGES IN SHARES AND CERTAIN OTHER EVENTS**

**8.1 Equity Restructuring.**

In connection with any Equity Restructuring, notwithstanding anything to the contrary in this Section 8, the Administrator will equitably adjust the Share Reserve and each outstanding Award as it deems appropriate to reflect the Equity Restructuring in compliance with Applicable Laws including but not limited to the Code and Section 409A, which may include adjusting the number and type of securities subject to each outstanding Award and/or the Award's exercise price or grant price (if applicable), granting new Awards to Participants, and making a cash payment to Participants. The adjustments provided under this Section 8.1 will be nondiscretionary and final and binding on the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.

In the event of any Equity Restructuring, dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), capitalization, share issue, offer, subdivision, reorganization, merger, consolidation, combination, amalgamation, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Shares or other securities of the Company, Change in Control, issuance of warrants or other rights to purchase Shares or other securities of the Company, other similar corporate transaction or event, other unusual or nonrecurring transaction or event affecting the Company or its financial statements or any change in any Applicable Laws or accounting principles (any “**Corporate Event**”), the Administrator, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event (except that action to give effect to a change in Applicable Laws or accounting principles may be made within a reasonable period of time after such change) and either automatically or upon the Participant’s request, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in Applicable Laws or accounting principles provided however that any such changes shall be made in accordance with Applicable Laws including but not limited to the Code and Section 409A:

(a) To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the Award, whether or not then vested, or realization of the Participant’s rights under the Award, whether or not then vested, as applicable; provided that, if the amount that could have been obtained upon the exercise or settlement of the Award or realization of the Participant’s rights, in any case, is equal to or less than zero (as determined by the Administrator in its discretion), then the Award may be terminated without payment. In addition, such payments under this provision may, in the Administrator’s discretion, be delayed to the same extent that payment of consideration to the holders of Ordinary Shares in connection with the Corporate Event is delayed as a result of escrows, earn outs, holdbacks or any other contingencies so long as such delay is in compliance with Section 409A for U.S. Employees;

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(b) To provide that such Award shall vest and, to the extent applicable, be exercisable as to all shares covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award;

(c) To provide that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by awards covering the equity securities of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and/or applicable exercise or purchase price, in all cases, as determined by the Administrator;

(d) To make adjustments in the number and type of shares (or other securities or property) subject to outstanding Awards and/or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Section 4 hereof on the maximum number and kind of shares which may be issued) and/or in the terms and conditions of (including the grant or exercise price), and the criteria included in, outstanding Awards;

(e) To replace such Award with other rights or property selected by the Administrator; and/or

(f) To provide that the Award will terminate and cannot vest, be exercised or become payable after the applicable transaction or event.

The Administrator need not take the same action or actions with respect to all Awards or portions thereof or with respect to all Participants. The Administrator may take different actions with respect to the vested and unvested portions of an Award.

### 8.3 Administrative Stand Still.

In the event of any pending Corporate Event or other similar transaction, for administrative convenience, the Administrator may refuse to permit the exercise of any Award for up to sixty days before or after such transaction.

### 8.4 General.

Except as expressly provided in the Plan or the Administrator's action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, dividend payment, increase or decrease in the number of Shares of any class, issue, rights issue, offer or dissolution, liquidation, merger, or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring under Section 8.1 above or the Administrator's action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award's grant or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any

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way the Company' s right or power to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company' s capital structure or its business, (ii) any Corporate Event or (iii) sale or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares. The Administrator may treat Participants and Awards (or portions thereof) differently under this Section 8.

## **9. GENERAL PROVISIONS APPLICABLE TO AWARDS**

### **9.1 Transferability.**

Except as the Administrator may determine or provide in an Award Agreement or otherwise, the Board may, in its sole discretion, impose such limitations on the transferability of Awards as the Board will determine; provided, however, that in no event may an Award be transferred for consideration. In the absence of such a determination by the Board to the contrary, the following restrictions on the transferability of Awards will apply:

(a) Restrictions on Transfer. An Award will not be transferable except by will or by the laws of descent and distribution (or pursuant to subsection (b) below), and will be exercisable, as applicable, during the lifetime of the Participant only by the Participant. Notwithstanding the foregoing, the Board may permit transfer of an Award in a manner that is not prohibited by applicable tax and securities laws, including to such relatives, trusts, foundations and charities with respect to whom (or which) transfers are permitted by Applicable Laws.

(b) Domestic Relations Orders. Subject to the approval of the Board or a duly authorized Officer, an Award may be transferred pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Applicable Laws. Participants are encouraged to discuss the proposed terms of any division of this Award with the Company prior to finalizing a domestic relations order, official marital settlement agreement or other divorce or separation instrument to verify that the Participant may be permitted to make such transfer, and if so, to help ensure the required information is contained within the domestic relations order, official marital settlement agreement or other divorce or separation instrument.



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9.2 Documentation.

Each Award will be evidenced in an Award Agreement, which may be written or electronic, as the Administrator determines. Each Award may contain terms and conditions in addition to those set forth in the Plan.

9.3 Discretion.

Except as the Plan otherwise provides, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly.

9.4 Vesting Generally.

The total number of Shares subject to an Award may vest and become exercisable in periodic installments that may or may not be equal. The Award may be subject to such other terms and conditions on the time or times when it may or may not be settled or exercised (which may be based on the satisfaction of Performance Goals or other criteria) as the Board may deem appropriate. The vesting provisions of individual Award may vary. The provisions of this Section 9.4 are subject to any Award provisions governing the minimum number of Shares as to which an Award may be settled or exercised as set forth in the Award Agreement.

9.5 Termination of Status.

The Administrator will determine how Disability, death, retirement, authorized leave of absence or any other change or purported change in a Participant's Employee status affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator guardian or Designated Beneficiary may exercise rights under the Award, if applicable; provided, however, that in the event the service of a Participant terminates due to the Participant's death, then, effective as of the date of such Termination of Service, any then-unvested Shares subject to an Award shall become immediately vested and, if applicable, exercisable.

9.6 Termination for Cause.

Except as explicitly provided otherwise in a Participant's Award Agreement or other individual written agreement between the Participant and the Company, upon a Participant's Termination of Service for Cause, all Awards will terminate immediately upon such Termination of Service, and the Participant will be prohibited from exercising his or her Option or Share Appreciation Right from and after the time of such Termination of Service.

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## 9.7 Non-Exempt Employees.

If an Option or Share Appreciation Right is granted to an Employee who is a non-exempt employee for purposes of the United States Fair Labor Standards Act of 1938, as amended, the Option or Share Appreciation Right will not be first exercisable for any Shares until at least six months following the date of grant of the Option or Share Appreciation Right (although the Award may vest prior to such date). Consistent with the provisions of the Worker Economic Opportunity Act, (i) if such non-exempt Employee dies or suffers a Disability, (ii) upon a Corporate Event in which such Option or Share Appreciation Right is not assumed, continued, or substituted, (iii) upon a Change in Control, or (iv) upon the Participant's retirement (as such term may be defined in the Participant's Award Agreement in another agreement between the Participant and the Company, or, if no such definition, in accordance with the Company's then current employment policies and guidelines), the vested portion of any Option and Share Appreciation Right may be exercised earlier than six months following the date of grant. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or Share Appreciation Right will be exempt from his or her regular rate of pay. To the extent permitted and/or required for compliance with the United States Worker Economic Opportunity Act to ensure that any income derived by a non-exempt employee in connection with the exercise, vesting or issuance of any Shares under any other Award will be exempt from the employee's regular rate of pay, the provisions of this Section 9.7 will apply to all Awards and are hereby incorporated by reference into such Award Agreements.

## 9.8 Withholding.

Each Participant must pay the Company, or make provision satisfactory to the Administrator for payment of, any taxes (which includes any social security contributions or the like) required by law to be withheld or paid by the Company or by an Subsidiary that is the employing entity of the Participant in connection with such Participant's Awards by the date of the event creating the tax liability. The Company may deduct an amount sufficient to satisfy such tax obligations up to the maximum statutory withholding rates (or such other rate as may be determined by the Company after considering any accounting consequences or costs) from any payment of any kind otherwise due to a Participant. Subject to Section 10.8 and any Company insider trading policy (including blackout periods), Participants may satisfy such tax obligations (i) in cash, by wire transfer of immediately available funds, by check made payable to the order of the Company, provided that the Company may limit the use of the foregoing payment forms if one or more of the payment forms below is permitted, (ii) to the extent permitted by the Administrator, in whole or in part by delivery of Shares, including Shares retained from the Award creating the tax obligation, valued at their Fair Market Value, (iii) if there is a public market for Shares at the time the tax obligations are satisfied, unless the Company otherwise determines, (A) delivery (including electronically to the extent permitted by the Company) of an

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irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to satisfy the tax obligations, or (B) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to satisfy the tax withholding, provided that such amount is paid to the Company at such time as may be required by the Administrator, or (iv) to the extent permitted by the Company, any combination of the foregoing payment forms approved by the Administrator. If any tax withholding obligation will be satisfied under clause (ii) of the immediately preceding sentence by the Company's retention of Shares from the Award creating the tax obligation and there is a public market for Shares at the time the tax obligation is satisfied, the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on the applicable Participant's behalf some or all of the Shares retained and to remit the proceeds of the sale to the Company or its designee, and each Participant's acceptance of an Award under the Plan will constitute the Participant's authorization to the Company and instruction and authorization to such brokerage firm to complete the transactions described in this sentence.

#### 9.9 Amendment of Award; Repricing.

The Administrator may amend, modify or terminate any outstanding Award, including by substituting another Award of the same or a different type, and changing the exercise or settlement date. The Participant's consent to such action will be required unless (i) the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Award, or (ii) the change is permitted under Section 8 or pursuant to Section 10.6. Notwithstanding the foregoing or anything in the Plan to the contrary, the Administrator may not, except pursuant to Section 8, without the approval of the shareholders of the Company, reduce the exercise price per share of outstanding Options or Share Appreciation Rights or cancel outstanding Options or Share Appreciation Rights in exchange for cash, other Awards or Options or Share Appreciation Rights with an exercise price per share that is less than the exercise price per share of the original Options or Share Appreciation Rights.

#### 9.10 Conditions on Delivery of Shares.

The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Company's satisfaction, (ii) as determined by the Company, all other legal matters regarding the issuance and delivery of such Shares (including payment of nominal value) have been satisfied, including any applicable securities laws and stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy any Applicable Laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Administrator determines is necessary to the lawful issuance and sale of any securities, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

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9.11 Acceleration.

The Administrator may at any time provide that any Award will become immediately vested and fully or partially exercisable, free of some or all restrictions or conditions, or otherwise fully or partially realizable.

10. **MISCELLANEOUS**

10.1 No Right to Employment or Other Status.

No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement.

10.2 No Rights as Shareholder; Certificates.

No Participant or Designated Beneficiary will have any rights as a shareholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares. Notwithstanding any other provision of the Plan, unless the Administrator otherwise determines, or Applicable Laws require, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator). The Company may place legends on certificates issued under the Plan that the Administrator deems necessary or appropriate to comply with Applicable Laws.

10.3 Effective Date and Term of Plan.

Unless earlier terminated by the Board, the Plan will become effective on Effective Date and will remain in effect until the tenth anniversary of the Effective Date, but Awards previously granted may extend beyond that termination date in accordance with the Plan.

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10.4 Amendment of Plan.

The Administrator may amend, suspend or terminate the Plan at any time; provided that no amendment, other than an increase to the Share Reserve, may materially and adversely affect any Award outstanding at the time of such amendment without the affected Participant's consent. No Awards may be granted under the Plan during any suspension period or after Plan termination. Awards outstanding at the time of any Plan suspension or termination will continue to be governed by the Plan and the Award Agreement, as in effect before such suspension or termination.

10.5 Provisions for Foreign Participants.

The Administrator may modify Awards granted to Participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Plan to address differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

10.6 Section 409A.

The following provisions only apply to U.S. Employees.

(a) General.

The Company intends that all Awards be structured to comply with, or be exempt from, Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Administrator may, without a Participant's consent, amend this Plan or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and retroactive actions) as are necessary or appropriate to preserve the intended tax treatment of Awards, including any such actions intended to (A) exempt this Plan or any Award from Section 409A or (B) comply with Section 409A, including regulations, guidance, compliance programs and other interpretative authority that may be issued after an Award's grant date. The Company makes no representations or warranties as to an Award's tax treatment under Section 409A or otherwise. The Company will have no obligation under this Section 10.6 or otherwise to avoid the taxes, penalties or interest under Section 409A with respect to any Award and will have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute noncompliant "nonqualified deferred compensation" subject to taxes, penalties or interest under Section 409A.

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(b) Separation from Service.

If an Award constitutes “nonqualified deferred compensation” under Section 409A, any payment or settlement of such Award upon a termination of a Participant’s Employee relationship will, to the extent necessary to avoid taxes under Section 409A, be made only upon the Participant’s “separation from service” (within the meaning of Section 409A), whether such “separation from service” occurs upon or after the termination of the Participant’s Employee relationship. For purposes of this Plan or any Award Agreement relating to any such payments or benefits, references to a “termination,” “termination of employment” or like terms means a “separation from service.”

(c) Payments to Specified Employees.

Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of “nonqualified deferred compensation” required to be made under an Award to a “specified employee” (as defined under Section 409A and as the Administrator determines) due to his or her “separation from service” will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six-month period immediately following such “separation from service” (or, if earlier, until the specified employee’s death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six-month period or as soon as administratively practicable thereafter (without interest). Any payments of “nonqualified deferred compensation” under such Award payable more than six months following the Participant’s “separation from service” will be paid at the time or times the payments are otherwise scheduled to be made.

(d) Installment Payments.

If an Award includes a “series of installment payments” (within the meaning of Section 1.409A-2(b)(2)(iii) of the U.S. Treasury Regulations), a Participant’s right to such series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment, and if an Award includes “dividend equivalents” (within the meaning of Section 1.409A-3(e) of the U.S. Treasury Regulations), a Participant’s right to such dividend equivalents shall be treated separately from the right to other amounts under the Award.

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10.7 Limitations on Liability.

Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, other employee or agent of the Company or any Subsidiary will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in his or her capacity as an Administrator, director, officer, other employee or agent of the Company or any Subsidiary. The Company will indemnify and hold harmless each director, officer, other employee and agent of the Company or any Subsidiary that has been or will be granted or delegated any duty or power relating to the Plan's administration or interpretation, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Administrator's approval) arising from any act or omission concerning this Plan unless arising from such person's own fraud or bad faith.

10.8 Lock-Up Period.

The Company may, at the request of any underwriter representative or otherwise, in connection with registering the offering of any Company securities under the Securities Act, prohibit Participants from, directly or indirectly, selling or otherwise transferring any Shares or other Company securities during a period of up to one hundred eighty days following the effective date of a Company registration statement filed under the Securities Act, or such longer period as determined by the underwriter.

10.9 Data Privacy.

For the purpose of operating the Plan in the European Union, the Company will collect and process information relating to Participants in accordance with the privacy notice which is provided to each Participant.

10.10 Severability.

If any portion of the Plan or any action taken under it is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

10.11 Governing Documents.

If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary) that the Administrator has approved, the Plan will govern, unless it is expressly specified in such Award Agreement or other written document that a specific provision of the Plan will not apply.

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10.12 Governing Law.

The Plan and all Awards will be governed by and interpreted in accordance with the law of England and Wales, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than the law of England and Wales.

10.13 Claw-back Provisions.

All Awards (including any proceeds, gains or other economic benefit the Participant actually or constructively receives upon receipt or exercise of any Award or the receipt or resale of any Shares underlying the Award) will be subject to any Company claw-back policy, including any claw-back policy adopted to comply with Applicable Laws (including the United States Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder) as set forth in such claw-back policy or the Award Agreement.

10.14 Titles and Headings.

The titles and headings in the Plan are for convenience of reference only and, if any conflict, the Plan's text, rather than such titles or headings, will control.

10.15 Conformity to Securities Laws.

Participant acknowledges that the Plan is intended to conform to the extent necessary with Applicable Laws. Notwithstanding anything herein to the contrary, the Plan and all Awards will be administered only in conformance with Applicable Laws. To the extent Applicable Laws permit, the Plan and all Award Agreements will be deemed amended as necessary to conform to Applicable Laws.

10.16 Relationship to Other Benefits.

No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except as expressly provided in writing in such other plan or an agreement thereunder.

10.17 Broker-Assisted Sales.

In the event of a broker-assisted sale of Shares in connection with the payment of amounts owed by a Participant under or with respect to the Plan or Awards, including amounts to be paid under the final sentence of Section 9.8: (a) any Shares to be sold through the broker-assisted sale will be sold on the day the payment first becomes due, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other Participants in the Plan in which all participants receive an average price; (c) the applicable Participant will be



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responsible for all broker's fees and other costs of sale, and by accepting an Award, each Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the Company or its designee receives proceeds of such sale that exceed the amount owed, the Company will pay such excess in cash to the applicable Participant as soon as reasonably practicable; (e) the Company and its designees are under no obligation to arrange for such sale at any particular price; and (f) in the event the proceeds of such sale are insufficient to satisfy the Participant's applicable obligation, the Participant may be required to pay immediately upon demand to the Company or its designee an amount in cash sufficient to satisfy any remaining portion of the Participant's obligation.

## 11. DEFINITIONS

As used in the Plan, the following words and phrases will have the following meanings:

11.1 "**ADSS**" means American Depositary Shares, representing Ordinary Shares on deposit with a U.S. banking institution selected by the Company and which are registered pursuant to a Form F-6.

11.2 "**Administrator**" means the Board or a Committee to the extent that the Board's powers or authority under the Plan have been delegated to such Committee.

11.3 "**Applicable Laws**" shall mean any applicable law, including without limitation: (a) the requirements relating to the administration of equity incentive plans under U.S. federal and state securities, tax and other applicable laws, rules and regulations, the applicable rules of any stock exchange or quotation system on which the Shares are listed or quoted and the applicable laws and rules of any foreign country or other jurisdiction where Awards are granted; and (b) corporate, securities, tax or other laws, statutes, rules, requirements or regulations, whether U.S. federal, state, local or foreign, applicable in the United Kingdom, the United States or any other relevant jurisdiction.

11.4 "**Award**" means, individually or collectively, a grant under the Plan of Options, Share Appreciation Rights, Restricted Shares, Restricted Share Units or Other Share Based Awards.

11.5 "**Award Agreement**" means a written agreement evidencing an Award, which may be electronic, that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

11.6 "**Board**" means the Board of Directors of the Company.

11.7 "**Cause**" means (i) if a Participant is a party to a written employment or consulting agreement with the Company or any of its Subsidiaries or an Award Agreement in which the term "cause" is defined (a "Relevant Agreement"), "Cause" as defined in the Relevant Agreement, and (ii) if no Relevant Agreement exists, (A) the Administrator's determination that the Participant failed to substantially perform the Participant's duties (other than a failure

resulting from the Participant's Disability); (B) the Administrator's determination that the Participant failed to carry out, or comply with any lawful and reasonable directive of the Board or the Participant's immediate supervisor; (C) the occurrence of any act or omission by the Participant that could reasonably be expected to result in (or has resulted in) the Participant's conviction, plea of no contest, plea of nolo contendere, or imposition of unadjudicated probation for any felony or indictable offense or crime involving moral turpitude; (D) the Participant's unlawful use (including being under the influence) or possession of illegal drugs on the premises of the Company or any of its Subsidiaries or while performing the Participant's duties and responsibilities for the Company or any of its Subsidiaries; (E) the Participant's commission of an act of fraud, embezzlement, misappropriation, misconduct, or breach of fiduciary duty against the Company or any of its Subsidiaries; or (F) the Participant's gross misconduct.

11.8 "**Change in Control**" means and includes each of the following:

- (a) a Sale; or
- (b) a Takeover.

The Administrator shall have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

11.9 "**Code**" means the United States Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

11.10 "**Committee**" means one or more committees or subcommittees of the Board, which may include one or more Company directors, to the extent Applicable Laws permit. To the extent required to comply with the provisions of Rule 16b-3, it is intended that each member of the Committee will be, at the time the Committee takes any action with respect to an Award that is subject to Rule 16b-3, a "non-employee director" within the meaning of Rule 16b-3; however, a Committee member's failure to qualify as a "non-employee director" within the meaning of Rule 16b-3 will not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

11.11 "**Company**" means Freeline Therapeutics Holdings plc, registered in England and Wales with company number 12546479, or any successor.

11.12 "**Control**" shall have the meaning given in section 995 (2) of the UK Income Tax Act 2007, unless otherwise specified.

11.13 "**Designated Beneficiary**" means the beneficiary or beneficiaries the Participant designates, in a manner the Administrator determines, to receive amounts due or exercise the Participant's rights if the Participant dies or becomes incapacitated. Without a Participant's effective designation, "**Designated Beneficiary**" will mean the Participant's estate.

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11.14 “**Director**” means a Board member.

11.15 “**Disability**” means the inability of an Employee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

11.16 “**Dividend Equivalents**” means a right granted to a Participant under the Plan to receive the equivalent value (in cash or Shares) of dividends paid on Shares.

11.17 “**Effective Date**” means September 27, 2021, which is the effective date of the Plan as specified in the Board resolution adopting the Plan.

11.18 “**Employee**” means any employee of the Company or its Subsidiaries, including any Board member who is also an employee.

11.19 “**Equity Restructuring**” means a nonreciprocal transaction between the Company and its shareholders, such as a share dividend, share split, share consolidation or reduction, spin-off, rights offering or recapitalization through a large, nonrecurring cash dividend, that affects the number or kind of Shares (or other Company securities) or the price of Shares (or other Company securities) and causes a change in the per share value of the Shares underlying outstanding Awards.

11.20 “**Exchange Act**” means the United States Securities Exchange Act of 1934, as amended.

11.21 “**Fair Market Value**” means, as of any date, the value of Shares determined as follows: (i) if the Shares are listed on any established stock exchange the closing sales price for Shares as quoted on such exchange for the last day preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable; (ii) if the Shares are not traded on a stock exchange but are quoted on a national market or other quotation system, the closing sales price on the last date preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable; or (iii) without an established market for the Shares, the Administrator will determine the Fair Market Value in its discretion in accordance with Applicable Laws.

11.22 “**Good Reason**” means (i) if a Participant is a party to a written employment or consulting agreement with the Company or any of its Subsidiaries or an Award Agreement in which the term “good reason” is defined (a “Relevant Agreement”), “Good Reason” as defined in the Relevant Agreement, and (ii) if no Relevant Agreement exists a Participant provides notice to the Company to terminate his employment for one or more of the following events:

- (a) a material reduction in the Participant’s base salary;

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- (b) a material reduction in the maximum percentage of the Participant's base salary that, at the absolute discretion of the Board, the Participant may be eligible to receive as a discretionary bonus on conditions to be determined by the Board; and
  - (c) any requirement by the Company to change the Participant's principal location of employment by more than fifty (50) miles; provided that the Participant (i) has given the Company or the Subsidiary, as applicable, notice of one of the above matters occurring within ninety (90) days of its occurrence and the relevant Company or Subsidiary, as applicable, has failed to cure the same in all material respects within a thirty (30)-day period of that notice and (ii) the Company or the Subsidiary, as applicable, has no right to summarily terminate the Participant's employment or service without notice.

11.23 "**Nasdaq Inducement Exception**" means Rule 5635(c)(4) and IM-5635-1 of the corporate governance requirements of the Nasdaq Stock Market.

11.24 "**Nonstatutory Option**" means an Option not intended or not qualifying as an "incentive stock option" as defined in Section 422 of the Code.

11.25 "**Option**" means an option to purchase Shares.

11.26 "**Ordinary Share**" means an ordinary share of £0.00001 each in the capital of the Company.

11.27 "**Other Share Based Awards**" means awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property.

11.28 "**Outside Director**" means a Director who is an "independent director" for purposes of the Nasdaq Inducement Exception.

11.29 "**Participant**" means an Eligible Person who has been granted an Award.

11.30 "**Performance Criteria**" mean the criteria (and adjustments) that the Administrator may select for an Award to establish performance goals for a performance period.

11.31 "**Plan**" means this 2021 Equity Inducement Plan.

11.32 "**Restricted Shares**" means Shares awarded to a Participant under Section 6 subject to certain vesting conditions and other restrictions.

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11.33 “**Restricted Share Unit**” means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Administrator to be of equal value as of such settlement date, subject to certain vesting conditions and other restrictions.

11.34 “**Rule 16b-3**” means Rule 16b-3 promulgated under the Exchange Act.

11.35 “**Sale**” shall mean the sale of all or substantially all of the assets of the Company.

11.36 “**Section 409A**” means Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder.

11.37 “**Securities Act**” means the United States Securities Act of 1933, as amended.

11.38 “**Share**” means an Ordinary Share or the number of ADSs equal to an Ordinary Share.

11.39 “**Share Appreciation Right**” means a Share Appreciation right granted under Section 5.

11.40 “**Subsidiary**” means any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

11.41 “**Takeover**” shall mean if any person (or a group of persons acting in concert) (the “**Acquiring Person**”):

- (a) obtains Control of the Company as the result of making a general offer to:
  - (i) acquire all of the issued ordinary share capital of the Company, which is made on a condition that, if it is satisfied, the Acquiring Person will have Control of the Company; or
  - (ii) acquire all of the shares in the Company which are of the same class as the Shares; or
- (b) obtains Control of the Company as a result of a compromise or arrangement sanctioned by a court under Section 899 of the UK Companies Act 2006, or sanctioned under any other similar law of another jurisdiction; or

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- (c) becomes bound or entitled under Sections 979 to 985 of the UK Companies Act 2006 (or similar law of another jurisdiction) to acquire shares of the same class as the Shares; or
  - (d) obtains Control of the Company in any other way.

In the event that any Award to a U.S. Employee, to which Section 409A applies, becomes vested or exercisable, as applicable, pursuant to a Takeover, if such event does not also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets (in either case, as defined in Section 409A), such amount will not become vested or exercisable on such event but instead shall become vested or exercisable in accordance with the vesting schedule set forth in the applicable Award Agreement, except to the extent that earlier distribution would not result in the Participant incurring any additional tax, penalty, interest or other expense under Section 409A.

11.42 "**Termination of Service**" means the date the Participant ceases to be an Employee.

11.43 "**U.S. Employee**" means an employee of the Company or any of its present or future parent or subsidiary corporations, as defined in Sections 424(e) or (f) of the Code who is either a U.S. resident or U.S. taxpayer.

## Calculation of Filing Fee Tables

Form S-8  
(Form Type)

## FREELINE THERAPEUTICS HOLDINGS PLC

(Exact Name of Registrant as Specified in its Charter)

**Table 1: Newly Registered Securities**

Security Type	Security Class Title(1)	Fee Calculation Rule	Amount Registered(2)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee(3)
Equity	Ordinary shares, nominal value £0.00001 each, to be issued pursuant to share options granted under the Freeline Therapeutics Holdings plc Amended and Restated 2020 Equity Incentive Plan	457(c) and 457(h)	10,509,486(4)	\$0.81(5)	\$8,512,683.66	\$92.70 per \$1,000,000	\$789.13
Equity	Ordinary shares, nominal value £0.00001 each, to be issued pursuant to awards granted under the Freeline Therapeutics Holdings plc 2020 Employee Share Purchase Plan	457(c) and 457(h)	347,447	\$0.81(5)	\$281,432.07	\$92.70 per \$1,000,000	\$26.09
Equity	Ordinary shares, nominal value £0.00001 each, to be issued pursuant to awards granted under the Freeline Therapeutics Holdings plc Amended and Restated 2021 Equity Inducement Plan	457(c) and 457(h)	2,000,000	\$0.81(5)	\$1,620,000	\$92.70 per \$1,000,000	\$150.17
Total Offering Amounts					\$10,414,115.73		\$965.39
Total Fee Offsets(6)							–
Net Fee Due							\$965.39

- (1) The ordinary shares of Freeline Therapeutics Holdings plc (the “**Registrant**”), nominal value £0.00001 each (“**Ordinary Shares**”), being registered hereby may be represented in the form of the Registrant’s American Depositary Shares (“**ADSs**”), evidenced by American Depositary Receipts, with each ADS representing one Ordinary Share.
- (2) This Registration Statement covers Ordinary Shares of the Registrant issuable pursuant to the Amended and Restated 2020 Equity Incentive Plan (the “**2020 Plan**”), the 2020 Employee Share Purchase Plan (the “**2020 ESPP**”) and the Amended and Restated 2021 Equity Inducement Plan (the “**2021 Plan**”). Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “**Securities Act**”), this Registration Statement shall also cover any additional Ordinary Shares that become issuable under the 2020 Plan, the 2020 ESPP and the 2021 Plan by reason of any share dividend, share split or other similar transaction.
- (3) Rounded up to the nearest penny.
- (4) Represents Ordinary Shares of the Registrant issuable pursuant to the 2020 Plan being registered hereby, which Ordinary Shares consist of additional Ordinary Shares reserved and available for delivery with respect to awards under the 2020 Plan, Ordinary Shares that became issuable under the 2020 Plan resulting from the automatic annual increases in the number of Ordinary Shares reserved and available for issuance under the 2020 Plan as of January 1, 2021 and 2022, and Ordinary Shares that may again become available for delivery with respect to awards under the 2020 Plan pursuant to the share counting, share recycling and other terms and conditions of the 2020 Plan.
- (5) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) and Rule 457(c) under the Securities Act, based upon the average of the high and low prices of the Registrant’s ADSs, as reported on the Nasdaq Global Select Market on June 8, 2022.
- (6) The Registrant does not have any fee offsets.