

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

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

AMICUS THERAPEUTICS, INC.

(Exact Name of Registrant as Specified in Its Charter)

DELAWARE
(State or Other Jurisdiction of
Incorporation or Organization)

71-0869350
(I.R.S. Employer
Identification No.)

1 Cedar Brook Drive, Cranbury, NJ 08512
(Address of Principal Executive Office)(Zip Code)

AMENDED AND RESTATED 2007 EQUITY INCENTIVE PLAN
(Full title of the plan)

John F. Crowley
Chief Executive Officer
Amicus Therapeutics, Inc.
1 Cedar Brook Drive
Cranbury, New Jersey 08512
(Name and address of Agent for Service)

(609) 662-2000
(Telephone Number for agent for service)

Copy to:

Scott R. Jones, Esquire
Pepper Hamilton LLP
400 Berwyn Park
899 Cassatt Road
Berwyn, Pennsylvania 19312-1183
(610) 640-7800

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
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title Of Securities To Be Registered	Amount To Be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price	Amount Of Registration Fee
Common stock, par value \$0.01 per share	12,000,000	\$ 11.445	\$ 137,340,000	\$ 16,645.61

- (1) In accordance with Rule 416 under the Securities Act of 1933, as amended, this Registration Statement on Form S-8 shall be deemed to cover any additional shares of common stock, par value \$0.01 per share (the "Common Stock"), of Amicus Therapeutics, Inc., a Delaware corporation (the "Registrant"), which become issuable under the above-named plan by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration which results in an increase in the number of the outstanding shares of Common Stock of

the Registrant.

- (2) Estimated in accordance with Rule 457(c) and Rule 457(h) solely for the purpose of calculating the registration fee on the basis of the average of the high and low prices of the Registrant's common stock as reported on the NASDAQ Global Market on August 8, 2019.
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EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed for the purpose of registering an additional 12,000,000 shares of Common Stock of the Registrant that were added to the shares authorized for issuance under the Registrant's Amended and Restated 2007 Equity Incentive Plan for which a Registration Statement on Form S-8 relating to the same employee benefit plan is effective. Pursuant to General Instruction E to Form S-8, the contents of the Registration Statements on Form S-8 (File Nos. 333-145305, 333-157219 and 333-174900) filed with the Securities and Exchange Commission (the "Commission") on [August 10, 2007](#), [February 10, 2009](#) and [June 15, 2011](#), are incorporated herein by reference except to the extent supplemented, amended or superseded by the information set forth herein. Only those items of Form S-8 containing new information not contained in the earlier registration statements are presented herein.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents of the Registrant filed with the Commission are incorporated by reference in this Registration Statement as of their respective dates:

- (a) [The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Commission on February 28, 2019;](#)
- (b) The Registrant's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2019 and June 30, 2019, filed with the Commission on [May 9, 2019](#) and [August 8, 2019](#), respectively;
- (c) The Registrant's Current Reports on Form 8-K (other than portions thereof furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits accompanying such reports that are related to such items) filed on [January 3, 2019](#), [January 7, 2019](#), [January 18, 2019](#), [January 24, 2019](#), [February 5, 2019](#), [February 8, 2019](#), [February 25, 2019](#), [February 26, 2019](#), [February 28, 2019](#) (Film No. 19645014), [March 13, 2019](#), [March 20, 2019](#), [April 30, 2019](#), [May 13, 2019](#), [May 14, 2019](#), [May 21, 2019](#), [May 22, 2019](#), [May 29, 2019](#), [May 31, 2019](#), [June 19, 2019](#), [June 27, 2019](#), [July 1, 2019](#), [July 2, 2019](#), [July 8, 2019](#), as amended on [July 9, 2019](#), and [August 1, 2019](#); and
- (d) The description of the Registrant's Common Stock contained in the [Form 8-A filed with the Commission on May 23, 2007](#) pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of further updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with Commission rules shall not be deemed incorporated by reference into this Registration Statement. Any statement contained herein or in a document, all or a portion of which is 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 or is 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 amended, to constitute a part of this Registration Statement.

Item 8. Exhibits.

Exhibit Number	Description
4.1 (1)	Restated Certificate of Incorporation of the Registrant.
4.2 (2)	Certificate of Amendment to the Restated Certificate of Incorporation of the Registrant
4.3 (3)	Certificate of Amendment to the Restated Certificate of Incorporation of the Registrant

- 4.4 (4) [Restated By-laws of the Registrant](#)
- 4.5 (5) [Specimen Stock Certificate evidencing shares of common stock](#)
- 4.6 (6) [Third Amended and Restated Investor Rights Agreement, dated as of September 13, 2006, as amended, by and among the Registrant and certain stockholders of the Registrant](#)
- 5.1 [Opinion of Pepper Hamilton LLP](#)
- 23.1 [Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm](#)
- 23.2 [Consent of Pepper Hamilton LLP \(included in Exhibit 5.1\)](#)
- 24.1 [Power of Attorney \(included on the signature page\)](#)
- 99.1 (7) [Amended and Restated 2007 Equity Incentive Plan](#)
- 99.2 (8) [Amendment to the Amended and Restated 2007 Equity Incentive Plan](#)
- 99.3 (9) [Amendment to the Amended and Restated 2007 Equity Incentive Plan](#)
- 99.4 (10) [Form of Performance-Based Restricted Stock Unit Award Agreement under the Amended and Restated 2007 Equity Incentive Plan](#)
- 99.5 [Form of Time-Based Restricted Stock Unit Award Agreement under the Amended and Restated 2007 Equity Incentive Plan](#)
- 99.6 [Form of Non-Qualified Stock Option Agreement \(Domestic\) under the Amended and Restated 2007 Equity Incentive Plan](#)
- 99.7 [Form of Non-Qualified Stock Option Agreement \(International\) under the Amended and Restated 2007 Equity Incentive Plan](#)

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- (1) Incorporated by reference to Exhibit 3.1 to the Registrant's Form 10-K filed on February 28, 2012.
 - (2) Incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K filed on June 10, 2015.
 - (3) Incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K filed on June 8, 2018.
 - (4) Incorporated by reference to Exhibit 3.4 to the Registrant's Registration Statement on Form S-1/A (Registration No. 333-141700), as amended, originally filed with the Commission on April 27, 2007.
 - (5) Incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S-1/A (Registration No. 333-141700), filed with the SEC on May 17, 2007.
 - (6) Incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-1 (Registration No. 333-141700), as amended, originally filed with the SEC on March 30, 2007).
 - (7) Incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed on June 13, 2016.
 - (8) Incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed on July 29, 2016.
 - (9) Incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed on December 26, 2018.
 - (10) Incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed on December 30, 2016.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, 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, in the city of Cranbury, state of New Jersey, on the 8th day of August, 2019.

AMICUS THERAPEUTICS, INC.

By: /s/ John F. Crowley

Name: John F. Crowley

Title: Chairman and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned officers and directors of Amicus Therapeutics, Inc., hereby severally constitute and appoint John F. Crowley, Bradley L. Campbell, Daphne Quimi and Ellen S. Rosenberg, and each of them singly, our true and lawful attorneys with full power to them, and 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 subsequent amendments to said Registration Statement, and generally to do all such things in our names and on our behalf in our capacities as officers and directors to enable Amicus Therapeutics, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said Registration Statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement on Form S-8 has been signed by the following persons in the capacities indicated on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John F. Crowley</u> John F. Crowley	Chairman and Chief Executive Officer (Principal Executive Officer)	August 8, 2019
<u>/s/ Daphne Quimi</u> Daphne Quimi	Chief Financial Officer (Principal Financial Officer)	August 8, 2019
<u>/s/ Samantha Prout</u> Samantha Prout	Global Controller (Principal Accounting Officer)	August 8, 2019
<u>/s/ Lynn D. Bleil</u> Lynn D. Bleil	Director	August 8, 2019
<u>/s/ Bradley L. Campbell</u> Bradley L. Campbell	Director	August 8, 2019
<u>/s/ Robert Essner</u> Robert Essner	Director	August 8, 2019
<u>/s/ Ted W. Love, M.D.</u> Ted. W. Love, M.D.	Director	August 8, 2019
<u>/s/ Margaret G. McGlynn, R.Ph.</u> Margaret G. McGlynn, R.Ph.	Director	August 8, 2019
<u>/s/ Michael G. Raab</u> Michael G. Raab	Director	August 8, 2019
<u>/s/ Glenn P. Sblendorio</u> Glenn P. Sblendorio	Director	August 8, 2019

/s/ Craig A. Wheeler
Craig A. Wheeler

Director

August 8, 2019

/s/ Burke W. Whitman
Burke W. Whitman

Director

August 8, 2019



400 Berwyn Park
 899 Cassatt Road
 Berwyn, PA 19312-1183
 610.640.7800
 Fax 610.640.7835

August 8, 2019

Amicus Therapeutics, Inc.
 1 Cedar Brook Drive
 Cranbury, NJ 08512

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

Reference is made to the registration statement on Form S-8 (the "**Registration Statement**") of Amicus Therapeutics, Inc., a Delaware corporation (the "**Company**"), filed on the date hereof with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"). The Registration Statement covers an aggregate of 12,000,000 shares of the Company's common stock, par value \$0.001 per share (the "**Shares**") under the Company's Amended and Restated 2007 Equity Incentive Plan (as amended, the "**Plan**").

We have examined the Registration Statement, including the exhibits thereto, the originals or copies, certified or otherwise identified to our satisfaction, of the Company's Restated Certificate of Incorporation, as amended, and the Company's Restated Bylaws, the Plan and such other agreements, instruments and documents as we have deemed appropriate in rendering this opinion. As to matters of fact, we have relied on certain representations of officers of the Company.

In rendering this opinion, we have assumed the genuineness and authenticity of all signatures on original documents; the legal capacity of all natural persons; the authenticity of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as certified or photocopies; the accuracy and completeness of all documents and records reviewed by us; the accuracy, completeness and authenticity of certificates issued by any governmental official, office or agency and the absence of change in the information contained therein from the effective date of any such certificate; and the due authorization, execution and delivery of all documents where authorization, execution and delivery are prerequisites to the effectiveness of such documents.

We express no opinion herein as to the law of any state or jurisdiction other than the laws of the States of Delaware, including statutory provisions and all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting such laws of such states and the federal laws of the United States of America. We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

Based on the foregoing, we are of the opinion that the Shares, when issued in accordance with the terms of the Plan, will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission thereunder.

Philadelphia	Boston	Washington, D.C.	Los Angeles	New York	Pittsburgh	Detroit
Berwyn	Harrisburg	Orange County	Princeton	Rochester	Silicon Valley	Wilmington

www.pepperlaw.com

Very truly yours,

/s/ Pepper Hamilton LLP

Pepper Hamilton LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement (Form S-8) pertaining to the Amended and Restated 2007 Equity Incentive Plan of Amicus Therapeutics, Inc., as amended, of our reports dated February 28, 2019, with respect to the consolidated financial statements of Amicus Therapeutics, Inc., and the effectiveness of internal control over financial reporting of Amicus Therapeutics, Inc., included in its Annual Report (Form 10-K) for the year ended December 31, 2018, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Iselin, New Jersey
August 8, 2019

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this “Agreement”) is made by and between Amicus Therapeutics, Inc. (the “Company”) and [•] (the “Participant”) as of this [•] (the “Effective Date”). Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Company’s Amended and Restated 2007 Equity Incentive Plan, as approved by the stockholders on June 27, 2019 (the “Plan”). A copy of the Plan has been uploaded to the Optionee’s online stock account and should be viewed in conjunction with this Agreement.

1. Award of Restricted Stock Units. The Company hereby awards the Participant [•] Restricted Stock Units, subject to the restrictions and on the terms and conditions set forth in this Agreement (the “Restricted Units”). The terms of the Plan are hereby incorporated into this Agreement by this reference, as though fully set forth herein.

2. Vesting of Restricted Units. The Restricted Units are subject to a Restriction Period until they become vested in accordance with this Section 2. The Restricted Units are subject to the restrictions on transfer as set forth in Section 7.4(e).

(a) Provided the Participant remains in continuous service with the Company through the applicable vesting date, the Restricted Units will become fully vested as to: (i) 25% of the Restricted Units, on the first anniversary of the Effective Date; (ii) 25% of the Restricted Stock Units, on the second anniversary of the Effective Date; (iii) 25% of the Restricted Stock Units, on the third anniversary of the Effective Date; and (iv) 25% of the Restricted Stock Units, on the fourth anniversary of the Effective Date.

(b) Additionally, if, during the Participant’s continuous service with the Company there occurs a “Change in Control” as such term is defined in the Amicus Therapeutics, Inc. Change in Control Severance Plan, then the Restricted Units shall become fully vested.

(c) Upon a Separation of the Participant from the Company or its Affiliates for any reason other than death, Disability or Retirement (as defined in the Plan), any Restricted Units which then remain subject to a Restriction Period will immediately and automatically, without any action on the part of the Company, be forfeited, and the Participant will have no further rights with respect to those shares.

(d) In the event of a Separation by the Participant from the Company or its Affiliates due to death, Disability or Retirement (as defined in the Plan), all outstanding Restricted Units that would have been subject to forfeiture under Section 2(c) above, shall continue to vest until the second anniversary of such Separation. Restricted Units that would vest after this two year period will be forfeited with no further compensation due to the Participant unless otherwise determined by the Committee.

3. Distribution of Shares.

(a) Upon the lapse of the Restricted Period applicable to the Restricted Units (and provided that appropriate arrangements have been made with the Company for the withholding or payment of any taxes that may be due with respect to such share), the Company will issue shares of Common Stock to the Participant with respect to the Restricted Units that vest. Such shares may be issued in the Participant’s name by issuance of a stock certificate or certificates.

(b) The Company may also condition delivery of certificates underlying the Restricted Units upon receipt from the Participant of any undertakings that it may determine are appropriate to facilitate compliance with federal and state securities laws.

4. Substitute Property. If, while any of the Restricted Units remain subject to a Restricted Period, there occurs a merger, reclassification, recapitalization, stock split, stock dividend or other similar event or transaction resulting in new, substituted or additional securities being issued or delivered to the Participant by reason of the Participant's ownership of the Restricted Units, such securities will constitute "Restricted Units" for all purposes of this Agreement.

5. Rights of Participant During Restricted Period. The Participant will not have any right to vote the Restricted Units during the Restricted Period. The Participant will have the right to receive dividends and distributions with respect to the Restricted Units; *provided, however*, that any cash dividends or distributions paid in respect of the Restricted Units while those units remain subject to a Restricted Period will be delivered to the Participant (without interest) only if and when the Restricted Units giving rise to such dividends or distributions become vested.

6. Securities Laws. The Committee may from time to time impose any conditions on the Restricted Units as it deems necessary or advisable to ensure that the Restricted Units or any shares of Common Stock issued with respect to the Restricted Units are issued and sold in compliance with the requirements of any stock exchange or quotation system upon which the shares are then listed or quoted, the Securities Act of 1933 and all other applicable laws.

7. Tax Consequences. The Participant acknowledges that the Company has not advised the Participant regarding the Participant's income tax liability in connection with the grant or vesting of the Restricted Units. The Participant has had the opportunity to review with his or her own tax advisors the federal, state and local tax consequences of the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

8. The Plan. This Award of Restricted Units is subject to, and the Participant agrees to be bound by, all of the terms and conditions of the Plan, a copy of which has been provided to the Participant. Pursuant to the Plan, the Committee is authorized to adopt rules and regulations not inconsistent with the Plan as it shall deem appropriate and proper. All questions of interpretation and application of the Plan shall be determined by the Committee and any such determination shall be final, binding and conclusive.

9. Consent to Electronic Delivery. The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Agreement, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

10. Deemed Acceptance. The Participant hereby acknowledges that all Restricted Units granted under this Agreement are subject to and bound by the terms of this Agreement. A failure to affirmatively reject this award prior to the first anniversary of the Effective Date shall result in the automatic acceptance of the Restricted Units under the terms of this Agreement.

11. Entire Agreement. This Agreement together with the Plan, represents the entire agreement between the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature.

12. Governing Law. This Agreement will be construed in accordance with the laws of the State of New Jersey, without regard to the application of the principles of conflicts of laws.

13. Amendment. Subject to the provisions of the Plan, this Agreement may only be amended by a writing signed by each of the parties hereto.

14. Execution. This Agreement may be executed, including execution by electronic or facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

AMICUS THERAPEUTICS, INC.

PARTICIPANT

By: _____
Name:
Title

Participant's Address:

STOCK OPTION AGREEMENT

This STOCK OPTION AGREEMENT, dated as of [●] (this “Agreement”), is between AMICUS THERAPEUTICS, INC., a Delaware corporation (the “Company”), and [●] (the “Optionee”). Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Company’s Amended and Restated 2007 Equity Incentive Plan, as approved by the stockholders on June 27, 2019 (the “Plan”). A copy of the Plan has been uploaded to the Optionee’s online stock account and should be viewed in conjunction with this Agreement.

1. Grant of Option. Pursuant to the Plan, the Company grants to the Optionee an option (the “Option”) to purchase from the Company all or any number of an aggregate of [●] shares, subject to adjustment pursuant to Section 8 of the Plan (the “Option Shares”), of the Company’s common stock, \$.01 par value per share, at a price of \$[●] per share. The Option is granted as of [●] (the “Grant Date”).
 2. Character of Option. The Option is intended to be treated as “non-statutory stock option” within the meaning of Section 421 of the Internal Revenue Code of 1986, as amended.
 3. Duration of Option. Unless subject to earlier expiration or termination pursuant to the terms of the Plan or pursuant to Section 5 below, the Option shall expire on the ten year anniversary of the Grant Date.
 4. Exercisability of Option. The Option may be exercised, at any time and from time to time until its expiration or termination, for any or all of those Option Shares in respect of which the Option shall have become exercisable, in accordance with the provisions set forth below in this Section 4 and in the manner provided for in the Plan. Subject to the provisions of the Plan (including, without limitation, the provisions of Section 7.1(e) and Section 8 of the Plan), and subject to Section 5 below, the Option shall become exercisable (i) for [●] Option Shares on [●] (the “First Vesting Date”), (ii) for [●] Option Shares on the first day of each of the next [●] calendar months, beginning on the calendar month next following the First Vesting Date, and (iii) for [●] Option Shares on [●]. Notwithstanding anything expressed or implied to the contrary in the foregoing provisions of this Section 4, the exercisability of the Option may, as provided in Section 7.1(d) of the Plan, at any time be Accelerated in the discretion of the Committee.
 5. Effect of Termination of Employment Relationship.
 - (a) Subject to Section 7.1(e) of the Plan, if the Optionee’s employment with the Company or any of its Affiliates ends in a manner other than death, Disability or Retirement (as defined in the Plan), then the Option shall cease to be exercisable in any respect not later than ninety (90) days following the end of such employment and, for the period it remains exercisable following the end of such employment, shall be exercisable only to the extent exercisable on the date of the end of such employment (after giving effect to any Acceleration that may be applicable to the Option).
 - (b) Subject to Section 7.1(e) of the Plan, if the Optionee’s Separation from the Company or any of its Affiliates is terminated due to death, Disability or Retirement (as defined in the Plan), any unvested Option held by such Optionee shall continue to vest until the second anniversary of such Optionee’s Separation, and all of such Optionee’s vested Option shall remain exercisable until the earlier of (i) the 4th anniversary of the date of such Separation; or (ii) the original expiration date of the term of the Option. Any Option not exercised in such period shall be forfeited, with no further compensation due to the Optionee, unless otherwise determined by the Committee.
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6. Transfer of Option. Other than as expressly permitted by the provisions of Section 7.1(f) of the Plan, the Option may not be transferred except by will or the laws of descent and distribution and, during the lifetime of the Optionee, may be exercised only by the Optionee.
7. Incorporation of Plan Terms. The Option is granted subject to all of the applicable terms and provisions of the Plan, including, but not limited to, the limitations on the Company's obligation to deliver Option Shares upon exercise set forth in Section 9.1 (Violation of Law), Section 9.2 (Corporate Restrictions on Rights in Stock), Section 9.3 (Investment Representations) and Section 9.7 (Tax Withholding).
8. Deemed Acceptance. The Optionee hereby acknowledges that the Option granted under this Agreement is subject to and bound by the terms of this Agreement. A failure to affirmatively reject this award prior to the first anniversary of the Grant Date shall result in the automatic acceptance of the Option under the terms of this Agreement.
9. Miscellaneous. This Agreement shall be construed and enforced in accordance with the internal, substantive laws of the State of New Jersey, and shall be binding upon and inure to the benefit of any successor or assign of the Company and any executor, administrator, trustee, guardian, or other legal representative of the Optionee.

10. Change of Control.

(a) In the event of a Change of Control, subject to Section 10(b) below, the Option shall, upon consummation of such Change of Control, either be assumed or a substantially equivalent option shall be substituted by the successor corporation (or an affiliate thereof). If the Option is assumed or substituted and, within twelve (12) months after the Change of Control, the Optionee is involuntarily terminated from employment with the Company without Cause or leaves the Company for Good Reason, then such assumed or substituted Option shall become exercisable in full as of the date of such termination and shall expire upon the earlier of (i) the expiration of the Option, or (ii) one year from the date of the Optionee's termination of employment.

(b) In the event that the successor corporation does not assume the Option or an equivalent option is not substituted, then the Committee shall provide that one of the following will occur with respect to the Option: (i) the Option will become exercisable in full as of a specified time prior to the Change of Control and will terminate immediately prior to the consummation of such Change of Control, except to the extent exercised by the Optionee prior to the consummation of such Change of Control; (ii) the Option shall terminate upon consummation of such Change of Control and the Optionee will receive, in exchange thereof, a cash payment equal to the amount (if any) by which (x) the amount payable in the Change of Control with respect to a share of the Company's common stock, \$.01 par value per share (the "Stock"), multiplied by the number of shares of Stock subject to the Option exceeds (y) the aggregate exercise price of the Option; or (iii) any combination of the above. If, however, following the Change of Control, the Company's Stock is still publicly traded, the Option shall remain in place unchanged.

(c) For purposes of this Section 10, "Cause" shall mean (i) willful misconduct, (ii) gross neglect, (iii) failure to materially perform one's job duties, (iv) insubordination, (v) acts of moral turpitude, theft or dishonesty, (vi) a felony conviction, or (vii) acts that are (or could be expected to be) damaging or detrimental to the Company. "Good Reason" shall mean the Optionee's title, position or job responsibilities have been materially reduced or the Optionee has been assigned duties that are materially different from his or her duties prior to the Change of Control or which materially impair his or her ability to perform his or her duties as required prior to the Change of Control.

AMICUS THERAPEUTICS, INC.

OPTIONEE

By: _____
Name: _____
Title _____

Optionee's Address: _____



NON-QUALIFIED STOCK OPTION AGREEMENT

This STOCK OPTION AGREEMENT, dated as of [●] (this “Agreement”), is between AMICUS THERAPEUTICS, INC., a Delaware corporation (the “Company”), and «Employee Name» (the “Optionee”). Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Company’s Amended and Restated 2007 Equity Incentive Plan, as approved by the stockholders on June 27, 2019 (the “Plan”). A copy of the Plan has been uploaded to the Optionee’s online stock account and should be viewed in conjunction with this Agreement.

1. Grant of Option. Pursuant to the Plan, the Company grants to the Optionee an option (the “Option”) to purchase from the Company all or any number of an aggregate of [●] shares, subject to adjustment pursuant to Section 8 of the Plan (the “Option Shares”), of the Company’s common stock, \$.01 par value per share, at a price of \$[●] per share. The Option is granted as of [●] (the “Grant Date”).
 2. Character of Option. The Option is intended to be treated a “non-statutory stock option” within the meaning of Section 421 of the Internal Revenue Code of 1986, as amended.
 3. Duration of Option. Unless subject to earlier expiration or termination pursuant to the terms of the Plan or pursuant to Section 5 below, the Option shall expire on the ten year anniversary of the Grant Date.
 4. Exercisability of Option. The Option may be exercised, at any time and from time to time until its expiration or termination, for any or all of those Stock options in respect of which the Option shall have become exercisable, in accordance with the provisions set forth below in this Section 4 and in the manner provided for in the Plan. Subject to the provisions of the Plan (including, without limitation, the provisions of Section 7.1(e) and Section 8 of the Plan), and subject to Section 5 below, the Option shall become exercisable (i) for 25% on «First Anniversary of Grant Date» (the “First Vesting Date”) (ii) and for the remaining 75% in annual installments of 25% each on the subsequent anniversary of grant date thereafter. Notwithstanding anything expressed or implied to the contrary in the foregoing provisions of this Section 4, the exercisability of the Option may, as provided in Section 7.1(d) of the Plan, at any time be accelerated in the discretion of the Committee.
 5. Effect of Termination of Employment Relationship.
 - (a) Subject to Section 7.1(e) of the Plan, if the Optionee’s employment with the Company or any of its Affiliates ends in a manner other than death, Disability or Retirement (as defined in the Plan), then the Option shall cease to be exercisable in any respect not later than ninety (90) days following the end of such employment and, for the period it remains exercisable following the end of such employment, shall be exercisable only to the extent exercisable on the date of the end of such employment (after giving effect to any Acceleration that may be applicable to the Option).
 - (b) Subject to Section 7.1(e) of the Plan, if the Optionee’s Separation from the Company or any of its Affiliates is terminated due to death, Disability or Retirement (as defined in the Plan), any unvested Option held by such Optionee shall continue to vest until the second anniversary of such Optionee’s Separation, and all of such Optionee’s vested Option shall remain exercisable until the earlier of (i) the 4th anniversary of the date of such Separation; or (ii) the original expiration date of the term of the Option. Any Option not exercised in such period shall be forfeited, with no further compensation due to the Optionee, unless otherwise determined by the Committee.
 6. Transfer of Option. Other than as expressly permitted by the provisions of Section 7.1(f) of the Plan, the Option may not be transferred except by will or the laws of descent and distribution and, during the lifetime of the Optionee, may be exercised only by the Optionee.
 7. Incorporation of Plan Terms. The Option is granted subject to all of the applicable terms and provisions of the Plan, including, but not limited to, the limitations on the Company’s obligation to deliver Option Shares upon exercise set forth in Section 9.1 (Violation of Law), Section 9.2 (Corporate Restrictions on Rights in Stock), Section 9.3 (Investment Representations) and Section 9.7 (Tax Withholding).
 8. Deemed Acceptance. The Optionee hereby acknowledges that the Option granted under this Agreement is subject to, and bound by, the terms of this Agreement. A failure to affirmatively reject this award prior to the first anniversary of the Grant Date shall result in the automatic acceptance of the Option under the terms of this Agreement.
 9. Miscellaneous. This Agreement shall be construed and enforced in accordance with the internal, substantive laws of the State of New Jersey, and shall be binding upon and inure to the benefit of any successor or assign of the Company and any executor, administrator, trustee, guardian, or other legal representative of the Optionee.
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10. Change of Control.

- (a) In the event of a Change of Control, subject to Section 10(b) below, the Option shall, upon consummation of such Change of Control, either be assumed or a substantially equivalent option shall be substituted by the successor corporation (or an affiliate thereof). If the Option is assumed or substituted and, within twelve (12) months after the Change of Control, the Optionee is involuntarily terminated from employment with the Company without Cause or leaves the Company for Good Reason, then such assumed or substituted Option shall become exercisable in full as of the date of such termination and shall expire upon the earlier of (i) the expiration of the Option, or (ii) one year from the date of the Optionee's termination of employment.
- (b) In the event that the successor corporation does not assume the Option or an equivalent option is not substituted, then the Committee shall provide that one of the following will occur with respect to the Option: (i) the Option will become exercisable in full as of a specified time prior to the Change of Control and will terminate immediately prior to the consummation of such Change of Control, except to the extent exercised by the Optionee prior to the consummation of such Change of Control; (ii) the Option shall terminate upon consummation of such Change of Control and the Optionee will receive, in exchange thereof, a cash payment equal to the amount (if any) by which (x) the amount payable in the Change of Control with respect to a share of the Company's common stock, \$.01 par value per share (the "Stock"), multiplied by the number of shares of Stock subject to the Option exceeds (y) the aggregate exercise price of the Option; or (iii) any combination of the above. If, however, following the Change of Control, the Company's Stock is still publicly traded, the Option shall remain in place unchanged.
- (c) For purposes of this Section 10, "Cause" shall mean (i) willful misconduct, (ii) gross neglect, (iii) failure to materially perform one's job duties, (iv) insubordination, (v) acts of moral turpitude, theft or dishonesty, (vi) a felony conviction, or (vii) acts that are (or could be expected to be) damaging or detrimental to the Company. "Good Reason" shall mean the Optionee's title, position or job responsibilities have been materially reduced or the Optionee has been assigned duties that are materially different from his or her duties prior to the Change of Control or which materially impair his or her ability to perform his or her duties as required prior to the Change of Control.

AMICUS THERAPEUTICS, INC.

OPTIONEE

By: _____
Name:
Title:

Optionee's Address:

