

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **April 23, 2014**

AMICUS THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction of Incorporation)

001-33497

(Commission File Number)

71-0869350

(IRS Employer Identification No.)

1 Cedar Brook Drive, Cranbury, NJ

(Address of Principal Executive Offices)

08512

(Zip Code)

Registrant's telephone number, including area code: **(609) 662-2000**

(Former name or former address if changed since last report.)

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

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

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

On April 23, 2014, Amicus Therapeutics, Inc. (the "Company") entered into revised employment agreements with the Company's Chair and Chief Executive Officer, John F. Crowley, as well as its Chief Financial Officer, William D. Baird, III, and its Chief Operating Officer, Bradley L. Campbell. Mr. Crowley's employment agreement (the "2014 Crowley Employment Agreement") has an initial term of one year and is eligible for automatic renewal for successive one-year terms while Mr. Baird and Mr. Campbell's employment agreements (collectively, the "Executive Employment Agreements") continue until terminated in accordance with the terms of each Executive Employment Agreement.

The 2014 Crowley Employment Agreement replaced Mr. Crowley's prior employment agreement dated June 28, 2011 (the "2011 Crowley Employment Agreement"). The 2014 Crowley Employment Agreement is substantially similar to the 2011 Crowley Employment Agreement, except for the following material changes:

Under the 2014 Crowley Employment Agreement, Mr. Crowley's base salary was revised to reflect Mr. Crowley's current base salary of \$561,349.88. In addition, under the 2014 Crowley Employment Agreement, Mr. Crowley's monthly medical bonus payments of \$150,000 per month were reduced to \$66,666.67 per month (the "Monthly Medical Payments"), and in exchange, the Company agreed that it would not reduce, amend or change in any material way any health and medical coverage provided to Mr. Crowley and/or his dependents during the term of Mr. Crowley's employment with the Company. In addition, the health care continuation coverage provided at the Company's expense to Mr. Crowley and his dependents upon a termination of Mr. Crowley's employment by the Company other than for "Cause", as defined in the 2014 Crowley Employment Agreement, (including a termination upon the Company's decision not to extend the 2014 Crowley Employment Agreement), or if Mr. Crowley resigns for "Good Reason", as defined in the 2014 Crowley Employment Agreement, was increased from 18 months to 29 months.

The Executive Employment Agreements replaced each of Mr. Baird's and Mr. Campbell's Offer Letters, dated March 5, 2012 and April 19, 2006, respectively (each, an "Offer Letter"). Each Executive Employment Agreement is substantially similar to each executive's respective Offer Letter, except for the following material changes:

Under each Executive Employment Agreement, upon a termination of Mr. Baird's or Mr. Campbell's employment by the Company other than for "Cause", as defined the Executive Employment Agreements, each of Mr. Baird or Mr. Campbell, as applicable, has the right to receive (i) a severance payment in an amount equal to one times the executive's then current base salary payable over 6 months in accordance with the Company's regular payroll practices (under the Offer Letters, each executive would only have been entitled to 6 months of base salary continuation), (ii) a pro-rata target bonus (under

the Offer Letters, each executive would only have been entitled to a pro-rata bonus if the executive had worked more than six months of the year prior to such termination), and (iii) acceleration of the vesting of all outstanding options by one year (under the Offer Letters, such acceleration was limited to six months).

With respect to a termination of Mr. Baird or Mr. Campbell's employment by the Company other than for "Cause", as defined in the Executive Employment Agreements, or if either Mr. Baird or Mr. Campbell resigns for "Good Reason", as defined in the Executive Employment Agreements, in each case within 12 months following a change of control in the Company, the executive will receive a payment equal to such executive's target bonus for the year in which the termination occurs. Under the Offer Letters, Mr. Baird and Mr. Campbell would only receive a pro-rata bonus if the executive worked more than six months of the year prior to such termination.

Finally, if either Mr. Baird's or Mr. Campbell's employment ceases due to his death or disability, he (or his estate, as applicable) will be entitled to continuation of health care coverage under COBRA with premiums to be subsidized by the Company for up to 12 months.

A copy of the 2014 Crowley Employment Agreement, along with the employment agreements of Mr. Baird and Mr. Campbell, are attached hereto as Exhibits 10.1, 10.2, and 10.3, respectively, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement April 23, 2014 between the Company and John F. Crowley
10.2	Employment Agreement dated April 23, 2014 between the Company and William D. Baird, III
10.3	Employment Agreement dated April 23, 2014 between the Company and Bradley L. Campbell

SIGNATURES

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

AMICUS THERAPEUTICS, INC.

Date: April 25, 2014

By: /s/ WILLIAM D. BAIRD III
Name: William D. Baird III
Title: Chief Financial Officer

EXHIBIT INDEX

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”), dated as of April 23, 2014, between AMICUS THERAPEUTICS, INC., a Delaware corporation having an office at 1 Cedar Brook Drive, Cranbury, New Jersey 08512 (the “Company”), and JOHN F. CROWLEY, an individual residing at 15 Leonard Court, Princeton, NJ 08540 (“Employee”).

PREAMBLE

WHEREAS, the Employee presently serves as the Chairman & Chief Executive Officer of the Company; and

WHEREAS, the Company wishes to continue to employ the Employee as Chairman & Chief Executive Officer of the Company, and the Employee wishes to serve as the Chairman & Chief Executive Officer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, the parties agree as follows:

Section 1. Definitions . Unless otherwise defined herein, the following terms shall have the following respective meanings:

“Cause” means for any of the following reasons: (i) willful or deliberate misconduct by Employee that materially damages the Company; (ii) misappropriation of Company assets; (in) Employee’s conviction of or a plea of guilty or “no contest” to, a felony; or (iv) any willful disobedience of the lawful and unambiguous instructions of the Board of Directors of the Company; provided that the Board of Directors has given Employee thirty (30) days written notice of such disobedience or neglect and Employee has failed to cure such cause. For avoidance of doubt, a termination of Employee’s employment hereunder due to Employee’s Disability (as defined below) will not constitute a termination without Cause.

“Change in Control Event” means any of the following (i) any person or entity (except for a current stockholder who was a stockholder prior to the Company’s initial public offering) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sale or disposition of all or substantially all of the Company’s assets. For the avoidance of doubt, no event shall be deemed to be a Change in Control Event unless such event would also be a Change in Control under Code Section 409A or would otherwise be a permitted distribution event under Code Section 409A.

“Good Reason” means (i) a material diminution in Employee’s authority, duties, title or responsibilities from those set forth in this Amended Agreement, (ii) a material change in the geographic location at which the Employee must perform the services, in each case without the Employee’s consent, or (iii) the Company’s failure to maintain health and medical insurance group plan coverage in accordance with Section 3.3(a). The Employee must provide the Company with notice of the Good Reason condition within ninety (90) days of its initial existence, the Company shall have a period of thirty (30) days within which it may remedy the condition and not be required to pay the severance payment, and any Good Reason termination must occur within two (2) years of the initial existence of the Good Reason condition.

Section 2. Employment .

Subject to the terms and conditions of this Agreement, Employee is hereby employed by the Company to continue his service as its Chief Executive Officer. Employee accepts such employment, and agrees to discharge all of the duties normally associated with said positions, to faithfully and to the best of his abilities perform such other services consistent with his position as a senior executive officer as may from time to time be assigned to him by the Board of Directors of the Company and to devote all of his business time, skill and attention to such services. Notwithstanding the foregoing, however, Employee may serve on the boards of directors of other companies, and in civic, cultural, philanthropic and professional organizations so long as such service does not detract from the performance of Employee’s duties hereunder, such determination to be made by the Board of Directors in its sole discretion. Employee may continue service as an officer, U.S. Navy Reserve, and any periods of active duty service shall not result in any reduction in compensation or benefits payable to Employee under Section 3 of this Amended Agreement. At all times during which Employee remains Chief Executive Officer of the Company, Employee shall serve as a member of the Company’s Board of Directors and, at the request of the

Company’s Board of Directors, as an officer or director of any Company affiliate, in each case without additional remuneration therefor.

Section 3. Compensation and Benefits .

3.1 Base Salary . During the Employment Term (as defined in Section 4 hereof), the Company shall pay Employee a salary at the annual rate of \$561,349.88 or such greater amount as the Company’s Board of Directors may from time to time establish pursuant to the terms hereof (the “Base Salary”). Such Base Salary shall be reviewed annually and may be increased, but not decreased, by the Board of Directors of the Company in its sole discretion. The Base Salary shall be payable in accordance with the Company’s customary payroll practices for its senior management personnel.

3.2 Bonus . During the Employment Term, Employee shall be eligible to participate in the Company’s bonus programs in effect with respect to senior management personnel. Employee shall be eligible to receive an annual target bonus of up to 60% of the Base Salary in cash (the “Bonus”). Any Bonus payment to which Employee becomes entitled hereunder shall be paid to Employee in a lump sum on or before the 15th day of the third month following the end of the calendar year in which the Bonus was earned.

3.3 Benefits

(a) Benefit Plans . During the Employment Term, Employee may participate, on the same basis and subject to the same qualifications as other senior management personnel of the Company, in any benefit plans (including health and medical insurance of Employee, Employee’s spouse and Employee’s dependents) and policies in effect with respect to senior management personnel of the Company, including any equity plan. In exchange for Employee’s agreement to a substantial reduction in the bonus payment under Section 3.3(c), to which Employee was previously entitled under the

Employment Agreement between the parties dated June 28, 2011 (the "Prior Employment Agreement"), the Company agrees that such health and medical insurance group plan coverage provided to Employee effective on the date of this agreement shall not be reduced, amended or changed in any material way without Employee's written consent with respect to coverage for the Employee and/or his dependents during the Employment Term or any period after the Employment Term during which Employee and/or his dependents are provided medical benefits (including without limitation, any severance period, any continuation period required under Section 4980B of the Code ("COBRA") or any other period where the Company provides medical benefits to Employee and/or his dependents).

(b) Reimbursement of Expenses . During the Employment Term, the Company shall pay or promptly reimburse Employee, upon submission of proper invoices in accordance with the Company's normal procedures, for all reasonable out-of-pocket business, entertainment and travel expenses incurred by Employee in the performance of his duties hereunder. Any taxable reimbursement of business or other expenses as specified under this Amended Agreement shall be subject to the following conditions: (1) the expenses eligible for reimbursement in one taxable year shall not affect the expenses eligible for reimbursement in any other taxable year; (2) the reimbursement of an eligible expense shall be made no later than the end of the calendar year after the year in which such expense was incurred; and (3) the right to reimbursement shall not be subject to liquidation or exchange for another benefit.

(c) Special Medical Expense Allowance . During the Employment Term, the Company will pay to Employee a special bonus of \$66,666.67 per month. This amount is intended to help defray the substantial out-of-pocket medical expenses expected to be incurred by Employee, Employee's spouse and Employee's dependents ("Medical Expenses"). This amount shall be paid to Employee on the first day of each calendar month with respect to that calendar month and will be subject to tax withholding when paid. Within fifteen (15) days after the end of each calendar quarter, the Employee shall submit receipts evidencing the Medical Expenses incurred during that calendar quarter to an auditing firm to be selected by the Company in its sole discretion (the "Auditors"). The Auditors shall review such receipts to determine whether the Medical Expenses meet the definition of "medical expenses" pursuant to the then applicable U.S. Treasury regulations ("Allowable Expenses") and provide the Company and the Employee with a report detailing its conclusions (the "Auditors' Report") within forty-five (45) days of the end of such quarter. The Auditors' shall provide the Company and the Employee with an Auditors' Report relating to the previously-ended calendar year ("Year-End Auditors' Report") by March 1, which report will detail the Allowable Expenses for that year. All reports of the Auditors shall be delivered to the Chairman of the Company's Audit Committee of the Board of Directors and the Company's Chief Accounting Officer. If the Allowable Expenses for the year are less than the amounts paid by the Company for that year under this paragraph (net of taxes paid in respect of such amounts, which for this purpose will be deemed to equal 46% of such amounts), then Employee will reimburse such difference to the Company within thirty (30) days following the date of the Year-End Auditors' Report.

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(d) Vacation . During the Employment Term, Employee shall be entitled to vacation in accordance with the policies of the Company applicable to senior management personnel from time to time.

(e) Withholding . The Company shall be entitled to withhold from amounts payable or benefits accorded to Employee under this Agreement all federal, state and local income, employment and other taxes, as and in such amounts as may be required by applicable law.

(f) Period of COBRA Coverage for Health and Medical Benefits. The Company acknowledges that the Employee's dependent children are disabled for the purposes of COBRA; accordingly, the period of any continuation of the group health and medical coverage for Employee and/or his dependents pursuant to COBRA upon any "qualifying event" (as defined under Cobra) shall be (if so elected by Employee and/or his dependents) twenty-nine months (29) or, such other maximum period allowed under COBRA provisions for disabled plan participants at the time of COBRA election.

Section 4. Employment Term . The term of this Agreement (the "Employment Term") shall begin on April 23, 2014 and end on the close of business on April 23, 2015. The Employment Term shall be automatically extended for additional one-year periods (each a "Renewal Period") unless, at least sixty (60) days prior to the end of the expiration of the Employment Term, Employee notifies the Board of Directors or the Board of Directors notifies Employee that the notifying party does not wish to extend such Employment Term. Employee's employment hereunder shall be coterminous with the Employment Term, unless sooner terminated as provided in Section 5.

Section 5. Termination; Severance Benefits .

5.1 Generally . Either the Board of Directors of the Company or Employee may terminate Employee's employment hereunder, for any reason, at any time prior to the expiration of the Employment Term, upon sixty (60) days prior written notice to the other party. Upon termination of Employee's employment hereunder for any reason, Employee shall be deemed simultaneously to have resigned as a member of the Board of Directors of the Company and from any other position or office he may at the time hold with the Company or any of its affiliates. In addition, upon termination of Employee's employment hereunder for any reason, including without limitation expiration of the Employment Term, the Company shall (i) reimburse the Employee for any expenses properly incurred under Section 3.3 (b) and which have not previously been reimbursed as of the effective date of the termination, (ii) pay Employee for any accrued, but unused, vacation time as of the effective date of the termination, and (iii) pay Employee for any accrued and unpaid Base Salary through and including the effective date of termination (collectively, the "Accrued Compensation"). The Accrued Compensation will be paid in a lump sum on the first regularly scheduled payroll date following the effective date of the termination of Employee's employment with the Company.

5.2 Termination by Employee .

(a) No Reason . If, prior to the expiration of the Employment Term, Employee voluntarily resigns from his employment, other than for Good Reason, Employee shall (i) receive no further Base Salary or Bonus hereunder, other than the Accrued Compensation, and (ii) cease to be covered under or be permitted to participate in or receive any of the benefits described in Section 3.3 hereof.

(b) Good Reason . If, prior to the expiration of the Employment Term, a condition occurs which constitutes Good Reason and after Employee has complied with the applicable notice period and the Company has failed to remedy such condition, Employee actually resigns (all as described in detail in the definition of "Good Reason" in Section 1), Employee shall be entitled to receive, subject to Sections 5.6 and 5.7(b) below, an amount equal to Employee's then current Base Salary, payable over 18 months, commencing upon the effective date of the termination of Employee's employment with the Company, in accordance with the Company's customary payroll practices then in effect for its senior management personnel (the "Severance Payment"), plus an amount equal to 1.5 (one and one-half) times the target Bonus for the year in which such termination occurs (such amount being payable in a lump sum on the effective date of the termination of Employee's employment with the Company). In addition, the vesting of stock options held by Employee immediately prior to such termination ("Options") shall accelerate such that the portion of those options that was otherwise scheduled to vest during the 12 month period immediately following such termination (had Employee remained employed with the Company for that period) will become vested as of the date of such

termination. Further, if Employee elects COBRA continuation of his insured group health benefits, the Company will contribute an amount toward the monthly cost of such coverage equal to the Company's share of the monthly premiums (at the time of termination) for active employees for a period of 29 months (or, if

less, for the duration of such COBRA continuation). Finally, the special medical expense allowance arrangement described in Section 3.3(c) will be continued for 18 months following Employee's termination date.

5.3 Termination by the Company .

(a) Without Cause . If, prior to the expiration of the Employment Term, the Company terminates Employee's employment hereunder without Cause or if the Board of Directors of the Company gives written notice pursuant to Section 4 hereof notifying Employee that the Board of Directors does not wish to extend the Employment Term, then subject to Sections 5.6 and 5.7(b) below, Employee will be entitled to the same payments, rights and benefits described above in Section 5.2(b).

(b) For Cause . If, prior to the expiration of the Employment Term, the Company terminates Employee's employment hereunder for Cause, Employee shall (i) receive no further Base Salary or Bonus hereunder, other than Accrued Compensation, and (ii) cease to be covered under or be permitted to participate in or receive any of the benefits described in Section 3.3 hereof; provided , however , that if Employee is terminated for Cause hereunder solely as a result of being convicted of a felony, which conviction is ultimately reversed on appeal or pardoned, Employee shall be deemed to have been terminated without Cause as of the date of such termination for Cause.

5.4 Termination in Connection with a Change in Control Event . If, prior to the expiration of the Employment Term, (i) a condition occurs which constitutes Good Reason and after Employee has complied with the applicable notice period and the Company has failed to remedy such condition, Employee actually resigns (all as described in detail in the definition of "Good Reason" in Section 1), (ii) the Company terminates Employee's employment hereunder without Cause, or (iii) if the Board of Directors of the Company gives written notice pursuant to Section 4 hereof notifying Employee that the Board of Directors does not wish to extend the Employment Term, in each case within 12 months following the occurrence of a Change in Control Event, then in lieu of any other payments, rights or benefits under Section 5.2(b) or 5.3(a), as applicable, Employee will be entitled to receive an amount equal to two (2.0) times Employee's then current Base Salary, payable over 24 months, commencing upon the effective date of the termination of Employee's employment with the Company, in accordance with the Company's customary payroll practices for its senior management personnel (the "Change in Control Severance Payment"), plus an amount equal to two (2.0) times the target Bonus for the year in which such resignation or termination occurs (such amount being payable in a lump sum on such effective date of termination). In addition, the Options and any restricted stock grants held by Employee immediately prior to his termination shall vest in full. Further, if Employee elects COBRA continuation of his insured group health benefits, the Company will contribute an amount toward the monthly cost of such coverage equal to the Company's share of the monthly premiums (at the time of termination) for active employees for a period of 29 months (or, if less, for the duration of such COBRA continuation). Finally, the special medical expense allowance arrangement described in Section 3.3(c) will be continued for 24 months following Employee's termination date. All payments made under this section shall be subject to Sections 5.6 and 5.7(b) below.

5.5 Termination upon Death or Disability . Employee's employment hereunder shall terminate upon death of Employee. The Company may terminate Employee's employment hereunder in the event Employee is disabled and such disability continues for more than 180 days. "Disability" shall be defined as the inability of Employee to render the services required of him, with or without a reasonable accommodation, under this Amended Agreement as a result of physical or mental incapacity. In the event of death or termination by the Company due to disability of Employee, the special medical expense allowance arrangement described in Section 3.3(c) will be continued for 12 months following Employee's termination date. In addition, if Employee elects COBRA continuation of his insured group health benefits, the Company will contribute an amount toward the monthly cost of such coverage equal to the Company's share of the monthly premiums (at the time of termination) for active employees for a period of 12 months (or, if less, for the duration of such COBRA continuation).

5.6 Release Required . As a condition precedent to the receipt of any right, payment or benefit under Sections 5.2(b), 5.3(a) and/or 5.4, Employee must execute and deliver to the Company a release, the form and substance of which are acceptable to the Company, and such release must become irrevocable, within 45 days following the effective date of termination of Employee's employment. Any such right, payment or benefit that would otherwise be paid before such release becomes irrevocable will instead be delayed and paid to Employee in a lump sum within 15 days after such release becomes irrevocable (and the remaining payments will be made as otherwise scheduled in the ordinary course). Notwithstanding the foregoing, if the 60 day period immediately following the effective date of termination of Employee's

employment overlaps two calendar years, then any such right, payment or benefit that would otherwise be paid before the later of (i) the date such release becomes irrevocable, or (ii) the last day of the year in which such termination occurs (such later date, the "Applicable Date") will instead be delayed and paid to Employee in a lump sum on the first regularly scheduled payroll date following the Applicable Date (and the remaining payments will be made as otherwise scheduled in the ordinary course). If the release has not become irrevocable within 45 days following the effective date of the termination of Employee's employment, Employee will forfeit any right, payment or benefit otherwise due under Section 5.2(b), 5.3(a) or 5.4, as applicable.

5.7 Section 409A .

(a) Purpose. This section is intended to help ensure that compensation paid or delivered to the Employee pursuant to this Agreement either is paid in compliance with, or is exempt from, Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the rules and regulations promulgated thereunder (collectively, "Section 409A"). However, the Company does not warrant to the Employee that all compensation paid or delivered to him for his services will be exempt from, or paid in compliance with, Section 409A.

(b) Amounts Payable On Account of Termination. For the purposes of determining when amounts otherwise payable on account of the Employee's termination of employment under this Amended Agreement will be paid, which amounts become due because of his termination of employment, "termination of employment" or words of similar import, as used in this Amended Agreement, shall be construed as the date that the Employee first incurs a

“separation from service” for purposes of Section 409A on or following termination of employment. Furthermore, if the Employee is a “specified employee” of a public company as determined pursuant to Section 409A as of his termination of employment, any amounts payable on account of his termination of employment which constitute deferred compensation within the meaning of Section 409A and which are otherwise payable during the first six months following the Employee’s termination (or prior to his death after termination) shall be paid to the Employee in a cash lump-sum on the earlier of (1) the date of his death and (2) the first business day of the seventh calendar month immediately following the month in which his termination occurs.

(c) Interpretative Rules. In applying Section 409A to amounts paid pursuant to this Agreement, any right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

(d) Deferred Compensation Taxes. Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit under this Agreement received or to be received by the Employee (the “Payment”) is determined to be subject (in whole or part) to the penalties imposed by Section 409A of the Code (the “Additional Taxes”), then the Employee shall be entitled to receive an additional payment (a “Gross-Up Payment”) in an amount such that after payment by the Employee of the Additional Taxes, the Employee retains an amount equal to the Payment net of any applicable taxes and withholdings other than Additional Taxes. All determinations required to be made under this provision, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by the Company’s accountants or such other certified public accounting firm designated by the Employee and reasonably acceptable to the Company. Any certified public accounting firm chosen by the Employee shall provide detailed supporting calculations both to the Company and the Employee. Any Gross-Up Payment due under this paragraph shall be paid to the Employee no later than December 31 of the calendar year following the calendar year in which the Employee remits the Additional Taxes to the applicable authorities.

5.8 No Reduction of COBRA Rights. For avoidance of doubt, the Company’s payment under Sections 5.2, 5.3 or 5.4 of applicable premiums for COBRA continuation coverage for Employee and/or his eligible dependents will not limit or reduce the otherwise applicable duration of such COBRA continuation coverage. For example, if Employee is eligible for 29 months of continuation coverage under COBRA and the Company, in accordance with Section 5.4, pays a portion of the applicable premiums for the first 18 months of such coverage, Employee will remain eligible for the remaining 11 months of continuation coverage to the extent provided by applicable law and will be solely responsible for paying the applicable premiums for such remaining period of coverage.

Section 6. Federal Excise Tax .

6.1 General Rule . Employee’s payments and benefits under this Agreement and all other arrangements or programs related thereto shall not, in the aggregate, exceed the maximum amount that may be paid to Employee without triggering golden parachute penalties under Section 280G of the Code, and the provisions related thereto with respect to such payments. If Employee’s benefits must be cut back to avoid triggering such penalties, such reduction shall be made in the

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following order: (i) first, any future cash payments (if any) shall be reduced (if necessary, to zero); (ii) second, any current cash payments shall be reduced (if necessary, to zero); (iii) third, all non-cash payments (other than equity or equity derivative related payments) shall be reduced (if necessary, to zero); and (iv) fourth, all equity or equity derivative payments shall be reduced. If an amount in excess of the limit set forth in this Section is paid to Employee, Employee must repay the excess amount to the Company upon demand, with interest at the rate provided in Code Section 1274(b)(2)(B). Employee and the Company agree to cooperate with each other reasonably in connection with any administrative or judicial proceedings concerning the existence or amount of golden parachute penalties on payments or benefits Employee receives.

6.2 Exception . Section 6.1 shall apply only if it increases the net amount Employee would realize from payments and benefits subject to Section 6.1, after payment of income and excise taxes by Employee on such payments and benefits.

6.3 Determinations . The determination of whether the golden parachute penalties under Code Section 280G and the provisions related thereto shall be made by counsel chosen by Employee and reasonably acceptable to the Company. All other determinations needed to apply this Section 6 shall be made in good faith by the Company’s independent auditors.

Section 7. General .

7.1 Confidentiality and Non-Competition Agreement . Employee and the Company hereby ratify and re-affirm that certain Confidentiality and Non-Competition Agreement dated January 26, 2005 (the “Confidentiality Agreement”).

7.2 No Conflict . Employee represents and warrants that he has not entered, nor will he enter, into any other agreements that restrict his ability to fulfill his obligations under this Agreement and the Confidentiality Agreement.

7.3 Governing Law . This Agreement shall be construed, interpreted and governed by the laws of the State of New Jersey, without regard to the conflicts of law rules thereof.

7.4 Binding Effect . This Agreement shall extend to and be binding upon Employee, his legal representatives, heirs and distributees and upon the Company, its successors and assigns regardless of any change in the business structure of the Company.

7.5 Assignment . Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by any party without the prior written consent of the other party.

7.6 Entire Agreement . This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. No waiver, modification or change of any provision of this Agreement shall be valid unless in writing and signed by both parties. For avoidance of doubt, this Agreement supersedes in all respects the Prior Employment Agreement.

7.7 Waiver . The waiver of any breach of any duty, term or condition of this Agreement shall not be deemed to constitute a waiver of any preceding or succeeding breach of the same or any other duty, term or condition of this Agreement.

7.8 Severability . If any provision of this Agreement shall be unenforceable in any jurisdiction in accordance with its terms, the provision shall be enforceable to the fullest extent permitted in that jurisdiction and shall continue to be enforceable in accordance with its terms in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

7.9 Conflicting Agreements . In the event of a conflict between this Agreement and any other agreement between Employee and the Company, the terms and provisions of this Agreement shall control.

7.10 Resolution of Disputes . Any claim or controversy arising out of, or relating to, this Agreement, other than with respect to the Confidentiality Agreement, between Employee and the Company (or any officer, director, employee or agent of the Company), or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Such arbitration shall be held in New Jersey (or in such other location as the Company may at the time be headquartered). The arbitration shall be conducted before a three-member panel. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment.

If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association and shall be a member of the bar of the State of New Jersey actively

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engaged in the practice of employment law for at least ten years. The arbitration panel shall apply the substantive laws of the State of New Jersey in connection with the arbitration and the New Jersey Rules of Evidence shall apply to all aspects of the arbitration. The award shall be made within thirty days of the closing of the hearing. Judgment upon the award rendered by the arbitrator(s) may be entered by any Court having jurisdiction thereof.

7.11 Notices . All notices pursuant to this Agreement shall be in writing and shall be sent by prepaid certified mail, return receipt requested or by recognized air courier service addressed as follows:

(i) If to the Company to:

Amicus Therapeutics, Inc.
1 Cedar Brook Drive
Cranbury, New Jersey 08512

(ii) If to Employee to:

John F. Crowley
15 Leonard Court
Princeton, New Jersey 08540

or to such other addresses as may hereinafter be specified by notice in writing by either of the parties, and shall be deemed given three (3) business days after the date so mailed or sent.

7.12 Compliance . If reasonably requested in writing, Employee agrees within fifteen business days to provide the Company with an executed IRS Form 4669 (Statement of Payments Received) with respect to any taxable amount paid to Employee by the Company.

7.13 Counterparts . This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

/s/ JOHN F. CROWLEY
JOHN F. CROWLEY

AMICUS THERAPEUTICS, INC.

By: /s/ DONALD J. HAYDEN JR.

Name: Donald J. Hayden, Jr.
Title: Lead Independent Director

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of April 23, 2014 (the "Effective Date"), between AMICUS THERAPEUTICS, INC., a Delaware corporation having an office at 1 Cedar Brook Drive, Cranbury, New Jersey 08512 (the "Company"), and WILLIAM D. BAIRD III, an individual residing at 39 Washington Avenue, Bernardsville, NJ 07924 ("Employee").

PREAMBLE

WHEREAS, the Company wishes to continue to employ Employee as Chief Financial Officer of the Company, and Employee wishes to continue to serve as the Chief Financial Officer;

WHEREAS, the parties to the Agreement wish to revise Employee's terms of employment that had previously set forth the terms of Employee's employment under an Offer Letter between the Company and Employee dated March 5, 2012 (the "Offer Letter").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, the parties agree as follows:

Section 1. Definitions . Unless otherwise defined herein, the following terms shall have the following respective meanings:

"Cause " means for any of the following reasons: (i) willful or deliberate misconduct by Employee that materially damages the Company; (ii) misappropriation of Company assets; (in) Employee's conviction of or a plea of guilty or "no contest" to, a felony; or (iv) any willful disobedience of the lawful and unambiguous instructions of the Chief Executive Officer of the Company (the "CEO"); provided that the CEO has given Employee written notice of such disobedience or neglect and Employee has failed to cure such disobedience or neglect within a period reasonable under the circumstances. For avoidance of doubt, a termination of Employee's employment hereunder due to Employee's Disability (as defined below) will not constitute a termination without Cause.

"Change in Control Event " means any of the following (i) any person or entity (except for a current stockholder who was a stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sale or disposition of all or substantially all of the Company's assets. Notwithstanding the foregoing, no event shall be deemed to be a Change in Control Event unless such event would also be a Change in Control under Code Section 409A or would otherwise be a permitted distribution event under Code Section 409A.

"Good Reason " means (i) a material diminution in Employee's authority, duties, or responsibilities, or (ii) a material change in the geographic location at which Employee must perform services, in each case without Employee's consent. Employee must provide the Company with notice of the Good Reason condition within ninety (90) days of its initial existence, the Company shall have a period of thirty (30) days within which it may remedy the condition and such event would not be considered Good Reason, and any Good Reason termination (for an event that is uncured) must occur within two (2) years of the initial existence of the Good Reason condition.

Section 2. Employment .

Subject to the terms and conditions of this Agreement, Employee continues to be employed by the Company as its Chief Financial Officer. Employee continues to accept such employment, and agrees to discharge all of the duties normally associated with said positions, to faithfully and to the best of his abilities perform such other services consistent with his position as a senior executive officer as may from time to time be assigned to him by the CEO or the Board of Directors of the Company and to devote all of his business time, skill and attention to such services.

Section 3. Compensation and Benefits .

3.1 Base Salary . During the Employment Term (as defined in Section 4 hereof), the Company shall pay Employee a salary at the annual rate of \$351,000 or such greater amount as the Company's Board of Directors or a committee thereof may from time to time establish pursuant to the terms hereof (the "Base Salary"). Such Base Salary shall be reviewed

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annually and may be increased, but not decreased, by the Company's Board of Directors or a committee thereof in its sole discretion. The Base Salary shall be payable in accordance with the Company's customary payroll practices for its senior management personnel.

3.2 Bonus . During the Employment Term, Employee shall be eligible to participate in the Company's bonus programs in effect with respect to senior management personnel. Employee shall be eligible to receive an annual target bonus of up to 40% of the Base Salary in cash (the "Bonus"). Any Bonus payment to which Employee becomes entitled hereunder shall be paid to Employee in a lump sum on or before the 15th day of the third month following the end of the calendar year in which the Bonus was earned.

3.3 Benefits

(a) Benefit Plans . During the Employment Term, Employee may participate, on the same basis and subject to the same qualifications as other senior management personnel of the Company, in any benefit plans (including health and medical insurance of Employee, Employee's spouse and Employee's dependents) and policies in effect with respect to senior management personnel of the Company, including any equity plan.

(b) Reimbursement of Expenses . During the Employment Term, the Company shall pay or promptly reimburse Employee, upon submission of proper invoices in accordance with the Company's normal procedures, for all reasonable out-of-pocket business, entertainment and travel expenses incurred by Employee in the performance of his duties hereunder. Any taxable reimbursement of business or other expenses as specified under this Amended Agreement shall be subject to the following conditions: (1) the expenses eligible for reimbursement in one taxable year shall not affect the expenses eligible

for reimbursement in any other taxable year; (2) the reimbursement of an eligible expense shall be made no later than the end of the calendar year after the year in which such expense was incurred; and (3) the right to reimbursement shall not be subject to liquidation or exchange for another benefit.

(c) Vacation . During the Employment Term, Employee shall be entitled to vacation in accordance with the policies of the Company applicable to senior management personnel from time to time.

(e) Withholding . The Company shall be entitled to withhold from amounts payable or benefits accorded to Employee under this Agreement all federal, state and local income, employment and other taxes, as and in such amounts as may be required by applicable law.

Section 4. Employment Term . The term of this Agreement (the "Employment Term") shall begin on the Effective Date and shall continue until Employee's employment hereunder is terminated in accordance with Section 5.

Section 5. Termination; Severance Benefits .

5.1 Generally . Either the Board of Directors of the Company or Employee may terminate Employee's employment hereunder, for any reason upon sixty (60) days prior written notice to the other party. Upon termination of Employee's employment hereunder for any reason, Employee shall be deemed simultaneously to have resigned as a member of the Board of Directors of the Company, if applicable, and from any other position or office he may at the time hold with the Company or any of its affiliates. In addition, upon termination of Employee's employment hereunder for any reason, the Company shall (i) reimburse Employee for any expenses properly incurred under Section 3.3(b) and which have not previously been reimbursed as of the effective date of the termination, (ii) pay Employee for any accrued, but unused, vacation time as of the effective date of the termination, and (iii) pay Employee for any accrued and unpaid Base Salary through and including the effective date of termination (collectively, the "Accrued Compensation"). The Accrued Compensation will be paid in a lump sum on the first regularly scheduled payroll date following the effective date of the termination of Employee's employment with the Company,

5.2 Voluntary Termination by Employee Other than due to Good Reason in Connection with a Change in Control Event. If Employee voluntarily resigns from his employment, other than for Good Reason within 12 months after a Change in Control Event, Employee shall (i) receive no further Base Salary or Bonus hereunder, other than the Accrued Compensation, and (ii) cease to be covered under or be permitted to participate in or receive any of the benefits described in Section 3.3 hereof.

5.3 Termination by the Company .

(a) Without Cause . If the Company terminates Employee's employment hereunder without Cause (other than within 12 months after a Change in Control Event), then subject to Sections 5.6 and 5.7(b) below, Employee will be entitled to receive, an amount equal to one times Employee's then current Base Salary, payable over 6 months, commencing

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upon the effective date of the termination of Employee's employment with the Company, in accordance with the Company's customary payroll practices then in effect for its senior management personnel (the "Severance Payment"), plus a payment of a bonus equal to the target Bonus for the year in which such termination occurs pro-rated for the number of days actually worked in the year of termination, payable within 2 ½ months following such termination. In addition, the vesting of stock options held by Employee immediately prior to such termination ("Options") shall accelerate such that the portion of those options that was otherwise scheduled to vest during the 12 month period immediately following such termination (had Employee remained employed with the Company for that period) will become vested as of the date of such termination. Further, if Employee elects COBRA continuation of his insured group health benefits, the Company will contribute an amount toward the monthly cost of such coverage equal to the Company's share of the monthly premiums (at the time of termination) for active employees for a period of 12 months (or, if less, for the duration of such COBRA continuation).

(b) For Cause . If the Company terminates Employee's employment hereunder for Cause, Employee shall (i) receive no further Base Salary or Bonus hereunder, other than Accrued Compensation, and (ii) cease to be covered under or be permitted to participate in or receive any of the benefits described in Section 3.3 hereof.

5.4 Termination in Connection with a Change in Control Event . If (i) a condition occurs which constitutes Good Reason and after Employee has complied with the applicable notice period and the Company has failed to remedy such condition, Employee actually resigns (all as described in detail in the definition of "Good Reason" in Section 1) or (ii) the Company terminates Employee's employment hereunder without Cause, in either case within 12 months after the occurrence of a Change in Control Event, then in lieu of any other payments, rights or benefits under Section 5.3(a), Employee will be entitled to receive an amount equal to one and one-half (1.5) times Employee's then current Base Salary, payable over 18 months, commencing upon the effective date of the termination of Employee's employment with the Company, in accordance with the Company's customary payroll practices for its senior management personnel (the "Change in Control Severance Payment"), plus an amount equal to one (1) times the target Bonus for the year in which such resignation or termination occurs (such amount being payable in a lump sum on such effective date of termination), payable within 2 ½ months following such termination or resignation. In addition, the Options and any restricted stock grants held by Employee immediately prior to his termination shall vest in full. Further, if Employee elects COBRA continuation of his insured group health benefits, the Company will waive the applicable premiums otherwise payable for such COBRA continuation for a period of 18 months (or, if less, for the duration of such COBRA continuation). All payments made under this section shall be subject to Sections 5.6 and 5.7(b) below.

5.5 Termination upon Death or Disability . Employee's employment hereunder shall terminate upon death of Employee. The Company may terminate Employee's employment hereunder in the event Employee is disabled and such disability continues for more than 180 days. "Disability" shall be defined as the inability of Employee to render the services required of him, with or without a reasonable accommodation, under this Amended Agreement as a result of physical or mental incapacity. In the event of death or termination by the Company due to disability of Employee, if Employee elects COBRA continuation of his insured group health benefits, the Company will contribute an amount toward the monthly cost of such coverage equal to the Company's share of the monthly premiums (at the time of termination) for active employees for a period of 12 months (or, if less, for the duration of such COBRA continuation).

5.6 Release Required . As a condition precedent to the receipt of any right, payment or benefit under Sections 5.3(a) or 5.4, Employee must execute and deliver to the Company a release, the form and substance of which are acceptable to the Company, and such release must become irrevocable, within 60 days following the effective date of termination of Employee's employment. Any such right, payment or benefit that would otherwise be paid

before such release becomes irrevocable will instead be delayed and paid to Employee in a lump sum within 15 days after such release becomes irrevocable (and the remaining payments will be made as otherwise scheduled in the ordinary course). Notwithstanding the foregoing, if the 60 day period immediately following the effective date of termination of Employee's employment overlaps two calendar years, then any such right, payment or benefit that would otherwise be paid before the later of (i) the date such release becomes irrevocable, or (ii) the last day of the year in which such termination occurs (such later date, the "Applicable Date") will instead be delayed and paid to Employee in a lump sum on the first regularly scheduled payroll date following the Applicable Date (and the remaining payments will be made as otherwise scheduled in the ordinary course). If the release has not become irrevocable within 60 days following the effective date of the termination of Employee's employment, Employee will forfeit any right, payment or benefit otherwise due under Section 5.3(a) or 5.4, as applicable.

5.7 Section 409A .

(a) Purpose. This section is intended to help ensure that compensation paid or delivered to Employee pursuant to this Agreement either is paid in compliance with, or is exempt from, Section 409A of the Internal Revenue Code of 1986, as amended and the rules and regulations promulgated thereunder (collectively, "Section 409A"). However, the Company does not warrant to Employee that all compensation paid or delivered to him for his services will be exempt from, or paid in compliance with, Section 409A.

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(b) Amounts Payable On Account of Termination. For the purposes of determining when amounts otherwise payable on account of Employee's termination of employment under this Amended Agreement will be paid, which amounts become due because of his termination of employment, "termination of employment" or words of similar import, as used in this Amended Agreement, shall be construed as the date that Employee first incurs a "separation from service" for purposes of Section 409A on or following termination of employment. Furthermore, if Employee is a "specified employee" of a public company as determined pursuant to Section 409A as of his termination of employment, any amounts payable on account of his termination of employment which constitute deferred compensation within the meaning of Section 409A and which are otherwise payable during the first six months following Employee's termination (or prior to his death after termination) shall be paid to Employee in a cash lump-sum on the earlier of (1) the date of his death and (2) the first business day of the seventh calendar month immediately following the month in which his termination occurs.

(c) Series of Payments. Any right to a series of installment payments shall be treated as a right to a series of separate payments.

(d) Interpretative Rules. In applying Section 409A to amounts paid pursuant to this Agreement, any right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

Section 6. Federal Excise Tax .

6.1 General Rule . Employee's payments and benefits under this Agreement and all other arrangements or programs related thereto shall not, in the aggregate, exceed the maximum amount that may be paid to Employee without triggering golden parachute penalties under Section 280G of the Code, and the provisions related thereto with respect to such payments. If Employee's benefits must be cut back to avoid triggering such penalties, such reduction shall be made in the following order: (i) first, any future cash payments (if any) shall be reduced (if necessary, to zero); (ii) second, any current cash payments shall be reduced (if necessary, to zero); (iii) third, all non-cash payments (other than equity or equity derivative related payments) shall be reduced (if necessary, to zero); and (iv) fourth, all equity or equity derivative payments shall be reduced. If an amount in excess of the limit set forth in this Section is paid to Employee, Employee must repay the excess amount to the Company upon demand, with interest at the rate provided in Code Section 1274(b)(2)(B). Employee and the Company agree to cooperate with each other reasonably in connection with any administrative or judicial proceedings concerning the existence or amount of golden parachute penalties on payments or benefits Employee receives.

6.2 Exception . Section 6.1 shall apply only if it increases the net amount Employee would realize from payments and benefits subject to Section 6.1, after payment of income and excise taxes by Employee on such payments and benefits.

6.3 Determinations . The determination of whether the golden parachute penalties under Code Section 280G and the provisions related thereto shall be made by counsel chosen by Employee and reasonably acceptable to the Company. All other determinations needed to apply this Section 6 shall be made in good faith by the Company's independent auditors.

Section 7. General .

7.1 Confidentiality and Non-Competition Agreement . Employee and the Company hereby ratify and re-affirm that certain Confidentiality and Non-Competition Agreement dated March 5, 2012 (the "Confidentiality Agreement").

7.2 No Conflict . Employee represents and warrants that he has not entered, nor will he enter, into any other agreements that restrict his ability to fulfill his obligations under this Agreement and the Confidentiality Agreement.

7.3 Governing Law . This Agreement shall be construed, interpreted and governed by the laws of the State of New Jersey, without regard to the conflicts of law rules thereof.

7.4 Binding Effect . This Agreement shall extend to and be binding upon Employee, his legal representatives, heirs and distributees and upon the Company, its successors and assigns regardless of any change in the business structure of the Company.

7.5 Assignment . Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by any party without the prior written consent of the other party.

7.6 Entire Agreement . This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. No waiver, modification or change of any provision of this Agreement shall be valid unless in writing and signed by both parties. For avoidance of doubt, this Agreement supersedes in all respects the Offer Letter, including but not limited to Section 3.4 thereof.

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7.7 Waiver . The waiver of any breach of any duty, term or condition of this Agreement shall not be deemed to constitute a waiver of any preceding or succeeding breach of the same or any other duty, term or condition of this Agreement.

7.8 Severability . If any provision of this Agreement shall be unenforceable in any jurisdiction in accordance with its terms, the provision shall be enforceable to the fullest extent permitted in that jurisdiction and shall continue to be enforceable in accordance with its terms in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

7.9 Conflicting Agreements . In the event of a conflict between this Agreement and any other agreement between Employee and the Company, the terms and provisions of this Agreement shall control.

7.10 Resolution of Disputes . Any claim or controversy arising out of, or relating to, this Agreement, other than with respect to the Confidentiality Agreement, between Employee and the Company (or any officer, director, employee or agent of the Company), or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Such arbitration shall be held in New Jersey (or in such other location as the Company may at the time be headquartered). The arbitration shall be conducted before a three-member panel. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment.

If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association and shall be a member of the bar of the State of New Jersey actively engaged in the practice of employment law for at least ten years. The arbitration panel shall apply the substantive laws of the State of New Jersey in connection with the arbitration and the New Jersey Rules of Evidence shall apply to all aspects of the arbitration. The award shall be made within thirty days of the closing of the hearing. Judgment upon the award rendered by the arbitrator(s) may be entered by any Court having jurisdiction thereof.

7.11 Notices . All notices pursuant to this Agreement shall be in writing and shall be sent by prepaid certified mail, return receipt requested or by recognized air courier service addressed as follows:

(i) If to the Company to:

Amicus Therapeutics, Inc.
1 Cedar Brook Drive
Cranbury, New Jersey 08512

(ii) If to Employee to:

William D. Baird III
at the address in his personnel file

or to such other addresses as may hereinafter be specified by notice in writing by either of the parties, and shall be deemed given three (3) business days after the date so mailed or sent.

7.12 Compliance . If reasonably requested in writing, Employee agrees within fifteen business days to provide the Company with an executed IRS Form 4669 (Statement of Payments Received) with respect to any taxable amount paid to Employee by the Company.

7.13 Counterparts . This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

/s/ WILLIAM D. BAIRD III
WILLIAM D. BAIRD III

AMICUS THERAPEUTICS, INC.

By: /s/ JOHN F. CROWLEY
Name: John F. Crowley
Title: Chairman and Chief Executive Officer

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of April 23, 2014 (the "Effective Date"), between AMICUS THERAPEUTICS, INC., a Delaware corporation having an office at 1 Cedar Brook Drive, Cranbury, New Jersey 08512 (the "Company"), and BRADLEY L. CAMPBELL, an individual residing at 16 Morris Drive, Princeton, NJ 08540 ("Employee").

PREAMBLE

WHEREAS, the Company wishes to continue to employ Employee as Chief Operating Officer of the Company, and Employee wishes to continue to serve as the Chief Operating Officer;

WHEREAS, the parties to the Agreement wish to revise Employee's terms of employment that had previously set forth the terms of Employee's employment under an Offer Letter between the Company and Employee dated April 19, 2006 (the "Offer Letter").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, the parties agree as follows:

Section 1. Definitions . Unless otherwise defined herein, the following terms shall have the following respective meanings:

"Cause" means for any of the following reasons: (i) willful or deliberate misconduct by Employee that materially damages the Company; (ii) misappropriation of Company assets; (in) Employee's conviction of or a plea of guilty or "no contest" to, a felony; or (iv) any willful disobedience of the lawful and unambiguous instructions of the Chief Executive Officer of the Company (the "CEO"); provided that the CEO has given Employee written notice of such disobedience or neglect and Employee has failed to cure such disobedience or neglect within a period reasonable under the circumstances. For avoidance of doubt, a termination of Employee's employment hereunder due to Employee's Disability (as defined below) will not constitute a termination without Cause.

"Change in Control Event" means any of the following (i) any person or entity (except for a current stockholder who was a stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sale or disposition of all or substantially all of the Company's assets. Notwithstanding the foregoing, no event shall be deemed to be a Change in Control Event unless such event would also be a Change in Control under Code Section 409A or would otherwise be a permitted distribution event under Code Section 409A.

"Good Reason" means (i) a material diminution in Employee's authority, duties, or responsibilities, or (ii) a material change in the geographic location at which Employee must perform services, in each case without Employee's consent. Employee must provide the Company with notice of the Good Reason condition within ninety (90) days of its initial existence, the Company shall have a period of thirty (30) days within which it may remedy the condition and such event would not be considered Good Reason, and any Good Reason termination (for an event that is uncured) must occur within two (2) years of the initial existence of the Good Reason condition.

Section 2. Employment .

Subject to the terms and conditions of this Agreement, Employee continues to be employed by the Company as its Chief Operating Officer. Employee continues to accept such employment, and agrees to discharge all of the duties normally associated with said positions, to faithfully and to the best of his abilities perform such other services consistent with his position as a senior executive officer as may from time to time be assigned to him by the CEO or the Board of Directors of the Company and to devote all of his business time, skill and attention to such services.

Section 3. Compensation and Benefits .

3.1 Base Salary . During the Employment Term (as defined in Section 4 hereof), the Company shall pay Employee a salary at the annual rate of \$375,000 or such greater amount as the Company's Board of Directors or a committee thereof may from time to time establish pursuant to the terms hereof (the "Base Salary"). Such Base Salary shall be reviewed

1

annually and may be increased, but not decreased, by the Company's Board of Directors or a committee thereof in its sole discretion. The Base Salary shall be payable in accordance with the Company's customary payroll practices for its senior management personnel.

3.2 Bonus . During the Employment Term, Employee shall be eligible to participate in the Company's bonus programs in effect with respect to senior management personnel. Employee shall be eligible to receive an annual target bonus of up to 40% of the Base Salary in cash (the "Bonus"). Any Bonus payment to which Employee becomes entitled hereunder shall be paid to Employee in a lump sum on or before the 15th day of the third month following the end of the calendar year in which the Bonus was earned.

3.3 Benefits

(a) Benefit Plans . During the Employment Term, Employee may participate, on the same basis and subject to the same qualifications as other senior management personnel of the Company, in any benefit plans (including health and medical insurance of Employee, Employee's spouse and Employee's dependents) and policies in effect with respect to senior management personnel of the Company, including any equity plan.

(b) Reimbursement of Expenses . During the Employment Term, the Company shall pay or promptly reimburse Employee, upon submission of proper invoices in accordance with the Company's normal procedures, for all reasonable out-of-pocket business, entertainment and travel expenses incurred by Employee in the performance of his duties hereunder. Any taxable reimbursement of business or other expenses as specified under this Amended Agreement shall be subject to the following conditions: (1) the expenses eligible for reimbursement in one taxable year shall not affect the expenses eligible

for reimbursement in any other taxable year; (2) the reimbursement of an eligible expense shall be made no later than the end of the calendar year after the year in which such expense was incurred; and (3) the right to reimbursement shall not be subject to liquidation or exchange for another benefit.

(c) Vacation . During the Employment Term, Employee shall be entitled to vacation in accordance with the policies of the Company applicable to senior management personnel from time to time.

(e) Withholding . The Company shall be entitled to withhold from amounts payable or benefits accorded to Employee under this Agreement all federal, state and local income, employment and other taxes, as and in such amounts as may be required by applicable law.

Section 4. Employment Term . The term of this Agreement (the "Employment Term") shall begin on the Effective Date and shall continue until Employee's employment hereunder is terminated in accordance with Section 5.

Section 5. Termination; Severance Benefits .

5.1 Generally . Either the Board of Directors of the Company or Employee may terminate Employee's employment hereunder, for any reason upon sixty (60) days prior written notice to the other party. Upon termination of Employee's employment hereunder for any reason, Employee shall be deemed simultaneously to have resigned as a member of the Board of Directors of the Company, if applicable, and from any other position or office he may at the time hold with the Company or any of its affiliates. In addition, upon termination of Employee's employment hereunder for any reason, the Company shall (i) reimburse Employee for any expenses properly incurred under Section 3.3(b) and which have not previously been reimbursed as of the effective date of the termination, (ii) pay Employee for any accrued, but unused, vacation time as of the effective date of the termination, and (iii) pay Employee for any accrued and unpaid Base Salary through and including the effective date of termination (collectively, the "Accrued Compensation"). The Accrued Compensation will be paid in a lump sum on the first regularly scheduled payroll date following the effective date of the termination of Employee's employment with the Company,

5.2 Voluntary Termination by Employee Other than due to Good Reason in Connection with a Change in Control Event. If Employee voluntarily resigns from his employment, other than for Good Reason within 12 months after a Change in Control Event, Employee shall (i) receive no further Base Salary or Bonus hereunder, other than the Accrued Compensation, and (ii) cease to be covered under or be permitted to participate in or receive any of the benefits described in Section 3.3 hereof.

5.3 Termination by the Company .

(a) Without Cause . If the Company terminates Employee's employment hereunder without Cause (other than within 12 months after a Change in Control Event), then subject to Sections 5.6 and 5.7(b) below, Employee will be entitled to receive, an amount equal to one times Employee's then current Base Salary, payable over 6 months, commencing

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upon the effective date of the termination of Employee's employment with the Company, in accordance with the Company's customary payroll practices then in effect for its senior management personnel (the "Severance Payment"), plus a payment of a bonus equal to the target Bonus for the year in which such termination occurs pro-rated for the number of days actually worked in the year of termination, payable within 2 ½ months following such termination. In addition, the vesting of stock options held by Employee immediately prior to such termination ("Options") shall accelerate such that the portion of those options that was otherwise scheduled to vest during the 12 month period immediately following such termination (had Employee remained employed with the Company for that period) will become vested as of the date of such termination. Further, if Employee elects COBRA continuation of his insured group health benefits, the Company will contribute an amount toward the monthly cost of such coverage equal to the Company's share of the monthly premiums (at the time of termination) for active employees for a period of 12 months (or, if less, for the duration of such COBRA continuation).

(b) For Cause . If the Company terminates Employee's employment hereunder for Cause, Employee shall (i) receive no further Base Salary or Bonus hereunder, other than Accrued Compensation, and (ii) cease to be covered under or be permitted to participate in or receive any of the benefits described in Section 3.3 hereof.

5.4 Termination in Connection with a Change in Control Event . If (i) a condition occurs which constitutes Good Reason and after Employee has complied with the applicable notice period and the Company has failed to remedy such condition, Employee actually resigns (all as described in detail in the definition of "Good Reason" in Section 1) or (ii) the Company terminates Employee's employment hereunder without Cause, in either case within 12 months after the occurrence of a Change in Control Event, then in lieu of any other payments, rights or benefits under Section 5.3(a), Employee will be entitled to receive an amount equal to one and one-half (1.5) times Employee's then current Base Salary, payable over 18 months, commencing upon the effective date of the termination of Employee's employment with the Company, in accordance with the Company's customary payroll practices for its senior management personnel (the "Change in Control Severance Payment"), plus an amount equal to one (1) times the target Bonus for the year in which such resignation or termination occurs (such amount being payable in a lump sum on such effective date of termination), payable within 2 ½ months following such termination or resignation. In addition, the Options and any restricted stock grants held by Employee immediately prior to his termination shall vest in full. Further, if Employee elects COBRA continuation of his insured group health benefits, the Company will waive the applicable premiums otherwise payable for such COBRA continuation for a period of 18 months (or, if less, for the duration of such COBRA continuation). All payments made under this section shall be subject to Sections 5.6 and 5.7(b) below.

5.5 Termination upon Death or Disability . Employee's employment hereunder shall terminate upon death of Employee. The Company may terminate Employee's employment hereunder in the event Employee is disabled and such disability continues for more than 180 days. "Disability" shall be defined as the inability of Employee to render the services required of him, with or without a reasonable accommodation, under this Amended Agreement as a result of physical or mental incapacity. In the event of death or termination by the Company due to disability of Employee, if Employee elects COBRA continuation of his insured group health benefits, the Company will contribute an amount toward the monthly cost of such coverage equal to the Company's share of the monthly premiums (at the time of termination) for active employees for a period of 12 months (or, if less, for the duration of such COBRA continuation).

5.6 Release Required . As a condition precedent to the receipt of any right, payment or benefit under Sections 5.3(a) or 5.4, Employee must execute and deliver to the Company a release, the form and substance of which are acceptable to the Company, and such release must become irrevocable, within 60 days following the effective date of termination of Employee's employment. Any such right, payment or benefit that would otherwise be paid

before such release becomes irrevocable will instead be delayed and paid to Employee in a lump sum within 15 days after such release becomes irrevocable (and the remaining payments will be made as otherwise scheduled in the ordinary course). Notwithstanding the foregoing, if the 60 day period immediately following the effective date of termination of Employee's employment overlaps two calendar years, then any such right, payment or benefit that would otherwise be paid before the later of (i) the date such release becomes irrevocable, or (ii) the last day of the year in which such termination occurs (such later date, the "Applicable Date") will instead be delayed and paid to Employee in a lump sum on the first regularly scheduled payroll date following the Applicable Date (and the remaining payments will be made as otherwise scheduled in the ordinary course). If the release has not become irrevocable within 60 days following the effective date of the termination of Employee's employment, Employee will forfeit any right, payment or benefit otherwise due under Section 5.3(a) or 5.4, as applicable.

5.7 Section 409A .

(a) Purpose. This section is intended to help ensure that compensation paid or delivered to Employee pursuant to this Agreement either is paid in compliance with, or is exempt from, Section 409A of the Internal Revenue Code of 1986, as amended and the rules and regulations promulgated thereunder (collectively, "Section 409A"). However, the Company does not warrant to Employee that all compensation paid or delivered to him for his services will be exempt from, or paid in compliance with, Section 409A.

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(b) Amounts Payable On Account of Termination. For the purposes of determining when amounts otherwise payable on account of Employee's termination of employment under this Amended Agreement will be paid, which amounts become due because of his termination of employment, "termination of employment" or words of similar import, as used in this Amended Agreement, shall be construed as the date that Employee first incurs a "separation from service" for purposes of Section 409A on or following termination of employment. Furthermore, if Employee is a "specified employee" of a public company as determined pursuant to Section 409A as of his termination of employment, any amounts payable on account of his termination of employment which constitute deferred compensation within the meaning of Section 409A and which are otherwise payable during the first six months following Employee's termination (or prior to his death after termination) shall be paid to Employee in a cash lump-sum on the earlier of (1) the date of his death and (2) the first business day of the seventh calendar month immediately following the month in which his termination occurs.

(c) Series of Payments. Any right to a series of installment payments shall be treated as a right to a series of separate payments.

(d) Interpretative Rules. In applying Section 409A to amounts paid pursuant to this Agreement, any right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

Section 6. Federal Excise Tax .

6.1 General Rule . Employee's payments and benefits under this Agreement and all other arrangements or programs related thereto shall not, in the aggregate, exceed the maximum amount that may be paid to Employee without triggering golden parachute penalties under Section 280G of the Code, and the provisions related thereto with respect to such payments. If Employee's benefits must be cut back to avoid triggering such penalties, such reduction shall be made in the following order: (i) first, any future cash payments (if any) shall be reduced (if necessary, to zero); (ii) second, any current cash payments shall be reduced (if necessary, to zero); (iii) third, all non-cash payments (other than equity or equity derivative related payments) shall be reduced (if necessary, to zero); and (iv) fourth, all equity or equity derivative payments shall be reduced. If an amount in excess of the limit set forth in this Section is paid to Employee, Employee must repay the excess amount to the Company upon demand, with interest at the rate provided in Code Section 1274(b)(2)(B). Employee and the Company agree to cooperate with each other reasonably in connection with any administrative or judicial proceedings concerning the existence or amount of golden parachute penalties on payments or benefits Employee receives.

6.2 Exception . Section 6.1 shall apply only if it increases the net amount Employee would realize from payments and benefits subject to Section 6.1, after payment of income and excise taxes by Employee on such payments and benefits.

6.3 Determinations . The determination of whether the golden parachute penalties under Code Section 280G and the provisions related thereto shall be made by counsel chosen by Employee and reasonably acceptable to the Company. All other determinations needed to apply this Section 6 shall be made in good faith by the Company's independent auditors.

Section 7. General .

7.1 Confidentiality and Non-Competition Agreement . Employee and the Company hereby ratify and re-affirm that certain Confidentiality and Non-Competition Agreement dated April 25, 2006 (the "Confidentiality Agreement").

7.2 No Conflict . Employee represents and warrants that he has not entered, nor will he enter, into any other agreements that restrict his ability to fulfill his obligations under this Agreement and the Confidentiality Agreement.

7.3 Governing Law . This Agreement shall be construed, interpreted and governed by the laws of the State of New Jersey, without regard to the conflicts of law rules thereof.

7.4 Binding Effect . This Agreement shall extend to and be binding upon Employee, his legal representatives, heirs and distributees and upon the Company, its successors and assigns regardless of any change in the business structure of the Company.

7.5 Assignment . Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by any party without the prior written consent of the other party.

7.6 Entire Agreement . This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. No waiver, modification or change of any provision of this Agreement shall be valid unless in writing and signed by both parties. For avoidance of doubt, this Agreement supersedes in all respects the Offer Letter, including but not limited to Section 3.4 thereof.

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7.7 Waiver . The waiver of any breach of any duty, term or condition of this Agreement shall not be deemed to constitute a waiver of any preceding or succeeding breach of the same or any other duty, term or condition of this Agreement.

7.8 Severability . If any provision of this Agreement shall be unenforceable in any jurisdiction in accordance with its terms, the provision shall be enforceable to the fullest extent permitted in that jurisdiction and shall continue to be enforceable in accordance with its terms in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

7.9 Conflicting Agreements . In the event of a conflict between this Agreement and any other agreement between Employee and the Company, the terms and provisions of this Agreement shall control.

7.10 Resolution of Disputes . Any claim or controversy arising out of, or relating to, this Agreement, other than with respect to the Confidentiality Agreement, between Employee and the Company (or any officer, director, employee or agent of the Company), or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Such arbitration shall be held in New Jersey (or in such other location as the Company may at the time be headquartered). The arbitration shall be conducted before a three-member panel. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment.

If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association and shall be a member of the bar of the State of New Jersey actively engaged in the practice of employment law for at least ten years. The arbitration panel shall apply the substantive laws of the State of New Jersey in connection with the arbitration and the New Jersey Rules of Evidence shall apply to all aspects of the arbitration. The award shall be made within thirty days of the closing of the hearing. Judgment upon the award rendered by the arbitrator(s) may be entered by any Court having jurisdiction thereof.

7.11 Notices . All notices pursuant to this Agreement shall be in writing and shall be sent by prepaid certified mail, return receipt requested or by recognized air courier service addressed as follows:

(i) If to the Company to:

Amicus Therapeutics, Inc.
1 Cedar Brook Drive
Cranbury, New Jersey 08512

(ii) If to Employee to:

Bradley L. Campbell
at the address in his personnel file

or to such other addresses as may hereinafter be specified by notice in writing by either of the parties, and shall be deemed given three (3) business days after the date so mailed or sent.

7.12 Compliance . If reasonably requested in writing, Employee agrees within fifteen business days to provide the Company with an executed IRS Form 4669 (Statement of Payments Received) with respect to any taxable amount paid to Employee by the Company.

7.13 Counterparts . This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

/s/ BRADLEY L. CAMPBELL
BRADLEY L. CAMPBELL

AMICUS THERAPEUTICS, INC.

By: /s/ JOHN F. CROWLEY
Name: John F. Crowley
Title: Chairman and Chief Executive Officer

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