

BERKSHIRE BANCORP INC /DE/  
Form 4  
June 15, 2007

**FORM 4**

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

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
**MARX MOSES**

2. Issuer Name and Ticker or Trading Symbol  
**BERKSHIRE BANCORP INC /DE/ [BERK]**

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

(Last) (First) (Middle)

3. Date of Earliest Transaction (Month/Day/Year)  
**06/14/2007**

Director  10% Owner  
 Officer (give title below)  Other (specify below)

**160 BROADWAY**

(Street)

4. If Amendment, Date Original Filed(Month/Day/Year)

6. Individual or Joint/Group Filing(Check Applicable Line)  
 Form filed by One Reporting Person  
 Form filed by More than One Reporting Person

**NEW YORK, NY 10038**

(City) (State) (Zip)

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V Amount (A) or (D) Price			
Common Stock	06/14/2007		M	3,000 A \$ 10	2,942,701	D	
Common Stock					285,000	I	By Momar Corporation
Common Stock					37,302.32	I	By Eva & Esther, L.P.

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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SEC 1474 (9-02)

number.

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned**  
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Amount or Number of Shares
Options to purchase	\$ 10	06/14/2007		M	3,000	07/31/2002 07/31/2007	Common Stock	3,000

## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
MARX MOSES 160 BROADWAY NEW YORK, NY 10038	X	X		

## Signatures

/s/ Moses Marx 06/15/2007

\*\*Signature of Reporting Person

Date

## Explanation of Responses:

\* If the form is filed by more than one reporting person, see Instruction 4(b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

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Non-executive officer employee group

— — 932,227 \$12,389,297

(1)

Reflects the aggregate fair value of the equity awards computed in accordance with ASC 718, based on the \$13.29 closing price per share of our common stock on the Nasdaq Global Select Market on Friday, March 29, 2019.

**Required Vote**

The affirmative “FOR” vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the proposal is required to approve Restated Plan. You may vote “FOR,” “AGAINST,” or “ABSTAIN” on this proposal. Abstentions have the same effect as a vote against the proposal. Broker non-votes are not included in the tabulation of voting results on this proposal, and will not affect the outcome of voting on this proposal.

**Recommendation**

Our Board of Directors recommends a vote “FOR” the approval of the Restated Plan.

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**PROPOSAL NUMBER 4  
RATIFICATION OF APPOINTMENT OF INDEPENDENT  
REGISTERED PUBLIC ACCOUNTING FIRM**

Our Audit Committee has appointed PricewaterhouseCoopers LLP to audit the financial statements of our company for the fiscal year ending December 31, 2019 and recommends that stockholders vote in favor of the ratification of such appointment. During 2018, PricewaterhouseCoopers LLP served as our registered independent public accounting firm.

At the Annual Meeting, stockholders are being asked to ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for our fiscal year ending December 31, 2019. Stockholder ratification of the appointment of PricewaterhouseCoopers LLP is not required by our bylaws or other applicable legal requirements. However, our Board of Directors is submitting the appointment of PricewaterhouseCoopers LLP to our stockholders for ratification as a matter of good corporate governance. In the event that this appointment is not ratified by the affirmative vote of a majority of the shares of common stock present in person or represented by proxy at the Annual Meeting and entitled to vote, such appointment will be reconsidered by our Audit Committee. Even if the appointment is ratified, our Audit Committee, in its sole discretion, may appoint another independent registered public accounting firm at any time during our fiscal year ending December 31, 2019 if our Audit Committee believes that such a change would be in the best interests of Fluidigm and its stockholders. A representative of PricewaterhouseCoopers LLP is expected to be present at the Annual Meeting, will have an opportunity to make a statement if he or she wishes to do so, and is expected to be available to respond to appropriate questions from stockholders.

**Required Vote**

Ratification of the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for the year ending December 31, 2019 requires the affirmative “FOR” vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the proposal. You may vote “FOR,” “AGAINST,” or “ABSTAIN” on this proposal. Abstentions are deemed to be votes cast and have the same effect as a vote against the proposal. Broker non-votes are not deemed to be votes cast, are not included in the tabulation of voting results on this proposal, and will not affect the outcome of voting on this proposal.

**Recommendation**

Our Board of Directors recommends a vote “FOR” the ratification of the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for the year ending December 31, 2019.

**Principal Accounting Fees and Services**

The following table sets forth the aggregate fees for audit services provided by PricewaterhouseCoopers LLP for the years ended December 31, 2018 and December 31, 2017:

	2018	2017
Audit fees(1)	\$ 1,511,635	\$ 1,395,500
Audit-related fees(2)	132,355	240,000
Tax fees(3)	—	—

All other fees(4)	3,600	165,028
Total fees	\$ 1,647,590	\$ 1,800,528

(1)  
Audit fees for 2018 and 2017 consist of fees billed or to be billed by PricewaterhouseCoopers LLP for professional services rendered for the integrated audit of our annual consolidated financial statements

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and management's report on internal controls included in our Annual Report on Form 10-K; for the review of the consolidated financial statements included in our quarterly reports on Form 10-Q; and for other services, including statutory audits and services rendered in connection with SEC filings.

(2)

Audit-related fees consist of fees for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements and are not reported under "Audit Fees." These services include consultations concerning financial accounting and reporting standards.

(3)

Tax fees consist of fees billed by PricewaterhouseCoopers LLP for professional services rendered for tax compliance, consultation and planning services.

(4)

All other fees consist of fees billed by PricewaterhouseCoopers LLP for professional services other than the services reported above. These fees primarily consist of fees attributable to permissible consulting services as well as fees to license specialized accounting research software.

Policy on Audit Committee Pre-Approval of Services Performed by Independent Registered Public Accounting Firm Consistent with the requirements of the SEC and the Public Company Accounting Oversight Board, or PCAOB, regarding auditor independence, our Audit Committee has responsibility for appointing, setting compensation, and overseeing the work of our independent registered public accounting firm. In recognition of this responsibility, our Audit Committee has established a policy for the pre-approval of all audit and permissible non-audit services provided by the independent registered public accounting firm. These services may include audit services, audit-related services, tax services, and other services. The Audit Committee generally pre-approves particular services or categories of services on a case-by-case basis. The independent registered public accounting firm and management are required to periodically report to the Audit Committee regarding the extent of services provided by the independent registered public accounting firm in accordance with these pre-approvals, and the fees for the services performed to date.

All of the services of PricewaterhouseCoopers LLP for 2017 and 2018 described above were pre-approved by the Audit Committee.

Report of the Audit Committee

The Audit Committee assists the Board in fulfilling its oversight responsibility over Fluidigm's financial reporting process. It is not the duty of the Audit Committee to plan or conduct audits, to prepare Fluidigm's financial statements, or to assess Fluidigm's internal control over financial reporting. Management has the primary responsibility for preparing the financial statements and assuring their accuracy, effectiveness, and completeness. Management is also responsible for the reporting process, including the system of internal controls. The independent registered public accounting firm is responsible for auditing Fluidigm's financial statements and internal control over financial reporting and expressing its opinion as to whether the statements present fairly, in accordance with accounting principles generally accepted in the United States, Fluidigm's financial condition, results of operations, and cash flows. However, the Audit Committee reviews and discusses the financial statements with management and the independent registered public accounting firm prior to the presentation of financial statements to our stockholders and, as appropriate, initiates inquiries into various aspects of Fluidigm's financial affairs.

Unless the Audit Committee has reason to question its reliance on management or the independent registered public accounting firm, the members of the Audit Committee necessarily rely on information provided to them by and on the representations made by management and the independent registered public accounting firm. Accordingly, the Audit Committee's oversight does not provide an independent basis to determine that management has applied appropriate accounting and financial reporting principles. Furthermore, the Audit Committee's authority and oversight responsibilities do not independently assure that the audits of Fluidigm's financial statements have been carried out in accordance with the standards of the PCAOB or that the financial statements are presented in accordance with accounting principles generally accepted in the United States.

In this context, the Audit Committee has met and held discussions with management and the independent registered public accounting firm to review Fluidigm's audited 2018 consolidated financial statements (including the quality of Fluidigm's accounting principles). Management represented to the

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Audit Committee that Fluidigm's consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States, and the Audit Committee consulted with management and the independent registered public accounting firm prior to approving the presentation of the audited 2018 consolidated financial statements to stockholders. The Audit Committee discussed with the independent registered public accounting firm the matters required to be discussed by Statement on Auditing Standards No. 1301, Communications with Audit Committees, as adopted by the PCAOB.

The Audit Committee has discussed with the independent accountant the independent accountant's independence from Fluidigm and its management. As part of that review, the Audit Committee received the written disclosures and letter required by the applicable requirements of the PCAOB regarding the independent accountant's communications with the Audit Committee concerning independence. Based on the reviews and discussions referred to above, the Audit Committee recommended to the Board, and the Board approved, Fluidigm's audited consolidated financial statements for the year ended December 31, 2018 for filing with the SEC as part of Fluidigm's Annual Report on Form 10-K. The Audit Committee has appointed PricewaterhouseCoopers LLP as the company's independent registered public accounting firm for the year ending December 31, 2019.

The Audit Committee

Patrick S. Jones (Chair)

Gerhard F. Burbach

Nicolas Barthelemy

Laura M. Clague

The Audit Committee Report does not constitute soliciting material, and shall not be deemed to be filed or incorporated by reference into any other filing by Fluidigm under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent Fluidigm specifically incorporates the Audit Committee Report by reference therein.

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## EXECUTIVE OFFICERS

The names of our executive officers, their ages, their positions with Fluidigm and other biographical information as of April 8, 2019 are set forth below. There are no family relationships among any of our executive officers or directors.

Name	Age	Position
Stephen Christopher Linthwaite	47	President, Chief Executive Officer, and Director
Vikram Jog	62	Chief Financial Officer
Nicholas Khadder	45	Senior Vice President, General Counsel, and Corporate Secretary
Bradley Kreger	44	Senior Vice President, Global Operations
Steven C. McPhail(1)	65	Chief Commercial Officer

(1)

As disclosed in our Current Report on Form 8-K filed with the SEC on August 2, 2018, Mr. McPhail notified us of his intention to retire on July 30, 2018. His retirement was effective on April 18, 2019.

Stephen Christopher Linthwaite. Please see the biographical information provided above in the section entitled “Board of Directors and Corporate Governance — Nominees for Class III Directors (Term Expiring in 2022).”

Vikram Jog has served as our Chief Financial Officer since February 2008. From April 2005 to February 2008, Mr. Jog served as chief financial officer for XDx, Inc. (now CareDx, Inc.), a molecular diagnostics company. From March 2003 to April 2005, Mr. Jog was a vice president of Applera Corporation, a life science company that is now part of Thermo Fisher Scientific, and vice president of finance for its related businesses, Celera Genomics and Celera Diagnostics. From April 2001 to March 2003, Mr. Jog was vice president of finance for Celera Diagnostics and corporate controller of Applera Corporation. Mr. Jog received a Bachelor of Commerce degree from Delhi University and an M.B.A. from Temple University. Mr. Jog is a member of the American Institute of Certified Public Accountants.

Nicholas Khadder has served as our Senior Vice President, General Counsel, and Corporate Secretary since June 2016. From 2010 to June 2016, Mr. Khadder held various positions at Amyris, Inc., an industrial biotechnology company, including senior vice president, general counsel and corporate secretary from 2013 to June 2016, interim general counsel from July 2013 to December 2013 and assistant general counsel from October 2010 to July 2013. Prior to joining Amyris, Mr. Khadder served in senior corporate counsel roles at LeapFrog Enterprises, Inc., an educational entertainment company, from August 2008 to September 2010, and at Protiviti, Inc., an internal audit and risk consulting firm, from June 2005 to July 2008. Before commencing his in-house legal career, Mr. Khadder was a corporate law associate at Fenwick & West LLP from 1998 to 2005. Mr. Khadder received a J.D. from Berkeley Law (the University of California, Berkeley, School of Law) and a B.A. in English from the University of California, Berkeley.

Bradley Kreger joined Fluidigm as Senior Vice President, Global Operations in April 2018. From December 2016 to April 2018, Mr. Kreger was Senior Director, Operations, Clinical Sequencing Division at Thermo Fisher Scientific, a life sciences company. From 1995 to December 2016, Mr. Kreger held various staff and management positions at Affymetrix, a biotechnology company, including VP, Reagent Manufacturing & Global Process Engineering, Senior Director, Global Process Engineering and Manufacturing Science, and Director, Global Process Engineering and Manufacturing Science. Mr. Kreger received a MBA from Western Governors University and a B.S. in Biotechnology and Business from Charter Oak State College.

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Steven C. McPhail joined Fluidigm as General Manager, Production Genomics in May 2015 and became our Chief Commercial Officer in August 2016. From December 2014 to March 2015, Mr. McPhail was vice president, special projects at Quintiles Transnational Corporation, a biopharmaceutical development and commercial outsourcing services firm. From February 2003 to August 2012, Mr. McPhail was president and chief executive officer of Expression Analysis, Inc., a genomic services company that was acquired by Quintiles Transnational Corporation in August 2012, where Mr. McPhail was president of the post-acquisition operation until December 2014. Prior to Expression Analysis, Inc., Mr. McPhail held various staff and management positions at companies in the diagnostic, biotechnology, and medical device markets, including ArgoMed Inc., Xanthon, Inc., TriPath Imaging Inc., Dynex Technologies, Inc., and Abbott Laboratories. Mr. McPhail serves on the board of visitors of NC Children's Hospital and on the board of trustees of the Carolinas chapter of the Crohn's and Colitis Foundation of America as well as ImproveCareNow, a quality improvement network designed to improve the care and outcomes of children with inflammatory bowel disease. Mr. McPhail received a B.S. in Biology from San Diego State University.

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**COMPENSATION DISCUSSION AND ANALYSIS**

The following discussion and analysis of compensation arrangements of our named executive officers should be read together with the compensation tables and related disclosures set forth below.

Introduction

In this Compensation Discussion and Analysis (“CD&A”), we provide the following:

- Executive Summary page 33
- 2018 Advisory Vote on Executive Compensation page 34
- Listening to Our Stockholders page 34
- Compensation Risk and Governance page 35
- Compensation Philosophy and Objectives page 35
- Compensation Process page 37
- Elements of Executive Compensation page 39
- Guidelines and Policies page 44
- Other Benefits page 45

Executive Summary

Compensation Highlights

In 2018, the Compensation Committee took the following steps to align 2018 compensation with performance and stockholder interests:

- Adopted an executive compensation clawback policy.
- Adopted share ownership guidelines for executive officers and non-employee directors.
- Introduced performance stock unit awards as part of the annual equity grants. Awards are subject to three-year cliff vesting and a performance condition modifier based on three-year cumulative total shareholder

Performance Highlights

The Company’s strong performance in 2018 included:

- Return to double digit revenue growth: Annual revenue of \$113.0 million in 2018 from \$101.9 million in 2017 reflecting execution on the company’s innovation and strategy
- Focus on financial discipline: Operating losses decreased to

return (“TSR”) relative to the TSRs of the constituent companies in the Russell 3000 Index. For 2018, performance stock units represented 25% of the target long-term incentive (“LTI”) award for each executive.

–\$20.4 million in 2018 from  
–\$30.8 million in 2017.

For 2019, the Compensation Committee increased the weighting of performance stock units to 51% of the target LTI award for each executive, with the remaining 49% granted in time-based restricted stock units.

- Improvement in balance sheet and liquidity:

August 2, 2018 added a \$15 million Revolving Credit Facility with Silicon Valley Bank

- The 2018 annual cash incentive program was determined based on predefined financial goals with adjustments based on each executive’s strategic goals and contributions.

December 14, 2018 public offering of common stock with aggregate gross proceeds of approximately \$63.3 million

For 2019, the Company’s annual cash incentive program will continue to be driven by revenue and cash (each weighted 50%)

March 2019 retirement of 2018 2.75% convertible notes due 2034 with an aggregate principal value of \$150 million

- From January 1, 2018 to March 29, 2019, the price of our common stock rose 113%.

Named Executive Officers

Stephen Christopher Linthwaite	President and Chief Executive Officer
Vikram Jog	Chief Financial Officer
Nicholas Khadder	Senior Vice President, General Counsel, and Corporate Secretary
Bradley Kreger	Senior Vice President, Global Operations
Steven C. McPhail	Former Chief Commercial Officer

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**2018 Advisory Vote on Executive Compensation**

At our annual meeting of stockholders held on May 31, 2018, our stockholders had the opportunity to cast an advisory vote on our 2017 executive compensation. At that meeting, 49.1% of the votes cast by our stockholders voted in support of our executive compensation program described in last year’s proxy statement. After receiving an initial negative recommendation on our say-on-pay proposal from certain proxy advisory services, and again following the disappointing results of the say-on-pay vote at our 2018 annual meeting, our management team reached out to and had multiple in-depth discussions with the proxy advisory groups as well as institutional stockholders representing a significant percentage of our outstanding shares. The purpose of these discussions was to gain insight and perspective into our executive compensation programs and policies as disclosed in our proxy statement. Management and the Compensation Committee then considered the input from the proxy advisory services and institutional investors along with current best practices. The Compensation Committee additionally hired a new independent compensation consultant and undertook a comprehensive review of our executive compensation program to ensure that the program appropriately links executive pay to Company performance. The comprehensive review included:

- engagement with a number of our institutional stockholders, including outreach to our top six institutional investors, collectively representing approximately 60% of our then-outstanding common stock;
- examination of reports issued by the principal proxy advisory services;
- analysis of compensation practices at peer companies; and
- solicitation of advice from the Compensation Committee’s compensation consultants.

**Listening to Our Stockholders**

Based on the results of the review and analysis and on the feedback received from our stockholders during our engagement efforts, the Compensation Committee made significant changes to our executive compensation program as set forth in the table below. We also increased the focus and intensity of our stockholder engagement efforts. Through these exchanges, we gained greater appreciation for our stockholders’ views, and we are adjusting our incentive program to better link desired performance outcomes, our reward practices, and industry conditions. Over the last year and continuing into 2019, members of the Board and management have continued to reach out to our largest active stockholders and spoken with those expressing concerns.

Compensation Component	Our Practice Prior to 2018	Investor Feedback	What We Did in Response to Investor Feedback
Clawback Policy	We had not adopted a clawback policy.	Incentive compensation should be subject to a clawback.	In 2018, we adopted a clawback policy that is applicable to our CEO and to all officers who report directly to the CEO, including our named executive officers.
Type of Equity Awards	Our equity awards granted to our named executive officers were predominantly time-based.	Equity awards should include a meaningful amount of performance-based awards in addition to	We increased the portion of long-term compensation in performance stock units to 51% of total LTI for 2019 (from 25% in 2018 and 0%

Stock Ownership  
Guidelines

We had not adopted stock ownership guidelines, in part due to the significant existing equity holdings of our executive officers.

time-based awards. Executive officers and non-employee members of the Board of Directors should be subject to stock ownership guidelines.

in 2017). In 2018, we adopted stock ownership guidelines for our CEO, our other executive officers, and the non-employee members of the Board of Directors.

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Compensation Risk and Governance

The Company's compensation program has the following features for alignment with best practices:

What we do

Our Compensation Committee is made up of solely independent directors and makes all executive compensation decisions.

Our potential change in control payments and benefits are double-trigger and reasonable in amount.

We balance near- and long-term strategic objectives by providing a mix of cash and equity incentives.

We adopted stock ownership guidelines for our non-employee directors and executive officers.

We adopted an executive compensation clawback policy.

A meaningful portion of the equity awards granted to our executive officers in 2018 consist of performance-based equity awards subject to a 3-year performance period.

We review our Compensation Committee charter on a regular basis.

We support and review the annual stockholder advisory vote, and engage with stockholders on their feedback around our executive compensation programs.

We prohibit hedging and pledging of our common stock by our named executive officers.

We conduct an annual assessment to identify and mitigate risk in compensation programs.

What we don't do

We do not offer tax gross-ups to any of our named executive officers.

We do not pay dividends on unvested equity awards.

We do not offer supplemental executive retirement plans to our named executive officers or any other executives.

We do not guarantee salary increases or bonuses for our named executive officers.

We do not encourage excessive risk taking in our incentive plan designs.

#### Compensation Philosophy and Objectives

The Compensation Committee of our Board of Directors is responsible for establishing, implementing, and monitoring adherence with our compensation philosophy. The Compensation Committee seeks to ensure that the total compensation paid to our executive officers is fair and reasonable.

The primary goal of our executive compensation program is to ensure that we attract, hire, and retain talented and experienced executive officers who are motivated to achieve or exceed our corporate goals. We seek to have an executive compensation program that fosters synergy among our management team, incentivizes our executive officers to achieve our short-term and long-term goals, and fairly rewards our executive officers for corporate and individual performance. In determining the form and amount of compensation payable to our executive officers, we are guided by the following objectives and principles:

- Team-oriented approach to establishing compensation levels.      We believe that it is critical that our executive officers work together as a team to achieve overall corporate goals rather than focusing exclusively on individual departmental objectives.
- Compensation should relate to performance.      We believe that executive compensation should be directly linked to corporate as well as individual performance, with an emphasis on performance-based compensation.

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- Equity awards help executive officers think like stockholders. We believe that our executive officers’ total compensation should have a significant equity component because stock-based awards help reinforce the executive officers’ long-term interest in our overall performance and align the interests of our executive officers with the interests of our stockholders.
- Total compensation opportunities should be competitive. We believe that our total compensation programs should be competitive so that we can attract, retain, and motivate talented executive officers who will help us to perform better than our competitors.

We consider total cash and equity compensation for our executive officers, consisting of base salary, cash incentive bonuses, and equity awards, at approximately the 50th percentile of our peer group as a general guideline for the appropriate level of total cash and equity compensation. An individual executive may be compensated above or below the guideline percentage based on factors such as performance, job criticality, experience and skill set. For 2018, we considered equity incentives for our executive officers at approximately the 50th percentile of our peer group as a general guideline for the appropriate level of equity compensation, but we did not attempt to benchmark equity compensation to any specific percentile. For new executive officer hires, we establish initial cash and equity compensation through arm’s length negotiation at the time we hire the individual executive officer, taking into account his or her position, qualifications, experience, prior salary level, the compensation of our other executive officers, and the most recent compensation survey of our peer group.

Our Compensation Committee has not adopted any formal or informal policies or guidelines for allocating compensation between cash and non-cash compensation, among different forms of non-cash compensation, or with respect to long-term and short-term performance. The determination of our Compensation Committee as to the appropriate use and weight of each component of executive compensation is subjective, based on its views of the relative importance of each component in meeting our overall objectives and factors relevant to the executive officer. The Compensation Committee believes in a pay-for-performance compensation philosophy and intends to deliver a majority of target total pay opportunities through the annual bonus program and long-term incentives. The charts below compare the percentage breakdown of target total direct compensation — comprising annual base salary, target bonus opportunity, and target LTI award — for 2018 for our CEO compared to our other current named executive officers. As illustrated below, more than 75% of our CEO’s compensation is at risk in the form of annual bonus and long-term incentives. For the other named executive officers, more than 60% of compensation is at risk or variable. For purposes of the pie chart below and the table in the section entitled “Elements of Executive Compensation,” we consider compensation to be at risk or variable if the compensation: (i) is earned subject to performance-based conditions; or (ii) varies as a result of performance, including stock price performance over time.



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### Compensation Process

#### Role of the Compensation Committee in Setting Executive Compensation

The Compensation Committee has principal responsibility for reviewing our executive compensation structure, evaluating the performance of our executive officers relative to our corporate objectives, and considering and approving executive compensation.

The fundamental responsibilities of our Compensation Committee are to:

- assist the Board of Directors in providing oversight of our compensation policies, plans, and benefit programs;
- assist the Board of Directors in discharging the Board's responsibilities relating to oversight of the compensation of our executive officers (including officers reporting under Section 16 of the Exchange Act);
- review and approve or make recommendations to the Board of Directors with respect to executive officer compensation, plans, policies, and programs; and
- administer our equity compensation plans for executive officers and employees.

In determining each executive officer's compensation, our Compensation Committee reviews our corporate financial performance and financial condition and assesses the performance of the individual executive officers. Individual executive officer performance is evaluated by our Chief Executive Officer, in the case of other executive officers, and by the Compensation Committee, in the case of our Chief Executive Officer. While our Chief Executive Officer provides input on his compensation, he does not participate in Compensation Committee or Board deliberations regarding his own compensation. Our Chief Executive Officer meets with the Compensation Committee to discuss executive compensation matters and to make recommendations to the Compensation Committee with respect to other executive officers. The Compensation Committee may modify individual compensation components for executive officers and is not bound to accept the Chief Executive Officer's recommendations. The Compensation Committee (or, in some cases, the independent members of the Board) makes all final compensation decisions for our executive officers. In addition, it is the Compensation Committee's practice to consult with the independent members of the Board of Directors prior to making material changes to our compensation policies.

Although we generally make many compensation decisions in the first quarter of the calendar year, the compensation evaluation process is ongoing. Compensation discussions and decisions are designed to promote our fundamental business objectives and strategy. Evaluation of management performance and rewards is performed annually or more often as needed.

#### Independent Compensation Consultants

Our Compensation Committee is authorized to engage the services of outside consultants. The Compensation Committee engaged Compensia, Inc., an independent compensation consulting firm, as its compensation consultant for 2018 to review our executive compensation program, assess the competitiveness of such program, and advise our Compensation Committee on matters related to executive compensation. During 2018, Compensia assisted the Compensation Committee by providing the following services:

- assisting us in confirming and updating an appropriate peer group of companies for purposes of benchmarking our levels of compensation;
- gathering and analyzing compensation data from available compensation surveys;
- 

Explanation of Responses:

advising us on policies related to executive officer and director stock ownership and structuring of such policies relative to peer group companies' publicly disclosed policies; and

- assisting us in assessing the competitiveness of our executive officer compensation program.

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Compensia served at the discretion of and reported directly to the Compensation Committee. The Compensation Committee assessed the independence of Compensia taking into account, among other things, the independence standards and factors set forth in Exchange Act Rule 10C-1 and the applicable Nasdaq Listing Standards, and concluded that there were no conflicts of interest with respect to the work that Compensia performed for the Compensation Committee in 2018. Compensia did not provide any services to us or our management in 2018 other than those provided to the Compensation Committee and Board of Directors as described below.

Since October 2018, the Compensation Committee has engaged Meridian Compensation Partners, LLC as its independent executive compensation advisor. Meridian serves at the discretion of and reports directly to the Compensation Committee. The Compensation Committee has assessed Meridian's independence, taking into account, among other things, the independence standards and factors set forth in Exchange Act Rule 10C-1 and the applicable Nasdaq Listing Standards, and concluded that that there were no conflicts of interest with respect to the work that Meridian performed for the Compensation Committee in 2018. Meridian did not provide any services to us or our management in 2018 other than those provided to the Compensation Committee and Board of Directors as described below.

## Competitive Market Data

As directed by our Compensation Committee, Compensia reviewed companies in medical device and biotechnology research-related industries that were comparable to us with respect to revenue, market capitalization, and industry based upon information available in public filings, from Radford's July 2017 Technology Industry Survey, and Compensia's proprietary database. The benchmark companies considered by our Compensation Committee and Compensia as part of their executive compensation assessments were as follows:

AtriCure	Harvard Bioscience	Pacific Biosciences of California
CareDx	Invitae	Repligen
Cutera	LeMaitre Vascular	SeaSpine Holdings
Digirad	Meridian Bioscience	STAAR Surgical Company
Entellus Medical(1)	Mesa Laboratories	SurModics
Enzo Biochem	NanoString Technologies	Tandem Diabetes Care
GenMark Diagnostics	Natera	Veracyte

(1)

Acquired by Stryker in February 2018

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## Elements of Executive Compensation

This section describes each component of compensation we pay to our executives.

	Compensation Element	Objective	Type of Compensation
Fixed Pay	Base Salary	Provide a fixed annual income	Annual cash compensation
	Annual Bonus Program	Provide variable income based on business results; awards are tied to achieving objective financial results and individual performance	Annual cash compensation with payouts tied to financial results and individual performance
	Restricted Stock Units	Provide alignment with stockholders and promote retention through the 4-year service-vesting requirement	Awards vest 25% on the first anniversary of the grant date and then in equal quarterly installments over the next 3 years
At-Risk / Variable Pay	Stock Options	Align executives with stockholders as executives realize value through stock price appreciation and promote retention through the 4-year service-vesting requirement	Awards vest 25% on the first anniversary of the grant date and then in equal monthly installments over the next 3 years
	Performance Stock Units	Provide performance incentives and align executives' interests with stockholders by rewarding sustained share price performance and promote retention through the service-vesting requirement	Awards vest after 3 years subject to relative TSR performance against the companies comprising the Russell 3000 Index

## Base Salary

We pay an annual base salary to each of our executive officers in order to provide them with a fixed rate of cash compensation during the year. Our executive compensation philosophy is team-oriented as our success is dependent on our management team's ability to work together to accomplish our corporate objectives. Therefore, we seek to provide our non-CEO executive officers with generally comparable levels of base salary.

2018 Base Salary. The Compensation Committee annually reviews the base salaries of our executive officers, including the named executive officers, and makes adjustments to base salaries as it determines to be necessary or appropriate. In May 2018, our Compensation Committee reviewed our executive officers' base salaries in light of 2017 performance ratings, the 2018 Compensia survey, and general compensation trends in our industry. As a result of this review, the Committee approved base salary increases of less than 5% to reflect competitive market conditions for the named executive officers effective July 1, 2018.

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Base Salary Summary. The table below reflects the highest annualized base salaries in 2017 and 2018 for each of our named executive officers:

Named Executive Officers	2017 Base Salary	2018 Base Salary	2018 Base Salary Percentage Increase(1)
Stephen Christopher Linthwaite President and Chief Executive Officer	\$ 543,000	\$ 564,720	4.0%
Vikram Jog Chief Financial Officer	\$ 349,685	\$ 362,274	3.6%
Nicholas Khadder Senior Vice President, General Counsel, and Corporate Secretary	\$ 334,750	\$ 347,471	3.8%
Bradley Kreger Senior Vice President, Global Operations	—	\$ 325,000(2)	—
Steven C McPhail Former Chief Commercial Officer	\$ 349,891	\$ 356,889	2.0%

(1)  
Represents percentage of increase over prior year's highest annualized base salary.

(2)  
Mr. Kreger joined Fluidigm on April 2, 2018. This represents Mr. Kreger's annualized base salary at the time he was hired, which did not increase in July 2018.

#### Annual Cash Incentive Program / Executive Bonus Plan

Our annual cash incentive program, which is adopted by the Compensation Committee pursuant to our executive bonus plan, is intended to provide a significant portion of our executive officers' potential compensation. In contrast to the longer term incentives of equity incentive awards, our bonus plan is designed to ensure that our executive officers are focused on our near-term performance and on working together to achieve key identified corporate objectives, typically weighted toward financial objectives, during the applicable fiscal year.

2018 Bonus Program. In late 2017 and early 2018, our Compensation Committee, in conjunction with Compensia, reviewed our executive compensation programs, including a review of their incentive structures, with an objective of ensuring that the programs promote both short-term and long-term growth. With respect to our executive bonus plan, the Compensation Committee structured the program for the 2018 performance period with the objective of incentivizing a return to revenue growth, cash management, and achievement of other strategic objectives described below under Individual Performance Goals. The Compensation Committee maintained the levels of target awards at 70.0% of base salary for our Chief Executive Officer and 42.5% for the other executive officers, consistent with its philosophy of setting bonus and total cash compensation at approximately the median of our peer group.

Bonus Program Structure. For the 2018 corporate performance period, our bonus program was based on the achievement of two corporate performance metrics — revenue and cash — and then as adjusted by an individual performance multiplier.

Corporate Performance Goals. With respect to the corporate goals weighting, revenue goals and cash goals were each weighted at 50%. Revenue goals were to be earned at 90% of target if a minimum threshold revenue was achieved, increasing on a linear basis such that 100% of the bonus award target would be earned at target revenue and continuing up to a cap of 120% of the bonus award target for substantial

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over-performance relative to the Company's revenue target. Cash goals were to be earned at 80% of target if a minimum threshold cash balance was achieved, increasing on a linear basis such that 100% of the bonus award target would be earned at target cash balance and continuing up to a maximum of 136% of the bonus award target for substantial over-performance relative to the Company's cash balance. No bonuses would be paid under the executive bonus program for 2018 if the minimum threshold revenue and cash conditions were not satisfied. The Compensation Committee set the threshold level of revenue and cash at an amount intended to incentivize revenue growth and effective operating expense and liquidity management. The Compensation Committee also chose to make individual performance a multiplier, as opposed to an additive, in order to further the Company's pay-for-performance culture.

Performance Measure	Weight	Threshold (% of Target)	Target (\$M)	Maximum (% of Target)	FY2018 Result (\$M)	Weighted Achievement vs. Target
Revenue	50%	90%	\$ 110.5	120%	\$ 113.0	52.8%
Cash	50%	80%	\$ 36.5	136%	\$ 38.3	53.4%
					Total Funding	106.2%

Individual Performance Goals. The individual performance objectives identified for each of the executive officers are summarized below.

Named Executive Officer	Title	Individual Performance Goals
Stephen Christopher Linthwaite	Chief Executive Officer	Revenue, 3-year Strategic Plan, Partnering Strategy Cash Management, Controllable Profit,
Vikram Jog	Chief Financial Officer	Controllable Margin, Management and Development of 3-year Plan
Nicholas Khadder	Senior Vice President, General Counsel, and Corporate Secretary	Compliance, Legal Cost Structure and Management, IP Monetization Inventory Management Optimization,
Bradley Kreger	Senior Vice President, Global Operations	Support of Quarterly Demand Forecast, Operations Metrics Improvement
Steven C. McPhail	Former Chief Commercial Officer	Revenue, Backlog, Forecast Management, Sales and Marketing Coordination

Bonus Awards. In February 2019, our Compensation Committee reviewed our performance in 2018 relative to the corporate objectives identified above. The Compensation Committee also reviewed, with substantial input from Mr. Linthwaite with respect to the other named executive officers, each named executive officer's individual performance based in large part on achievements in the functional department overseen by the respective named executive officer. In evaluating corporate performance relative to 2018 objectives, the Compensation Committee determined that the Company had slightly exceeded its revenue objectives and, after taking into account the impact of fees associated with a convertible debt exchange in 2018, had also over-achieved on its cash objectives. The following table sets forth the target bonuses and actual bonuses for each of the named executive officers for the 2018 performance period under the bonus plan.





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Named Executive Officer	Target Bonus	Target Bonus as a Percent of 2018 Base Salary	Individual Performance Factor	Bonus Awarded	Bonus Awarded as a Percent of 2018 Target Bonus
Stephen Christopher Linthwaite	\$ 395,304	70.0%	110%	\$ 461,794	117%
Vikram Jog	\$ 153,966	42.5%	125%	\$ 204,390	133%
Nicholas Khadder	\$ 147,675	42.5%	100%	\$ 156,831	106%
Bradley Kreger(1)	\$ 103,310	42.5%	105%	\$ 115,517	112%
Steven C. McPhail	\$ 151,678	42.5%	100%	\$ 161,298	106%

(1)

Mr. Kreger became eligible to participate in our 2018 executive bonus program on his hire date, April 2, 2018. The estimated future payout amount Mr. Kreger was eligible to earn was based on his salary, pro-rated by month, from April to December 2018.

**Committee Discretion.** Under the executive bonus plan, the Compensation Committee retains discretion to pay or eliminate bonuses irrespective of achievement of the pre-established goals. We believe that maintaining this flexibility is helpful in ensuring that executive officers are neither rewarded nor penalized as a result of unusual circumstances not foreseeable at the time the goals were developed.

**Long-Term Equity Incentive Awards**

The final component of our executive compensation program includes long-term equity incentive awards. We believe that equity awards are an effective means of aligning the interests of executive officers and stockholders, rewarding executive officers for the Company's success over the long term, and providing executive officers an incentive to remain with us. We have historically granted equity awards to new executive officers upon the commencement of their employment and consider additional grants to existing executive officers annually, based on our overall corporate performance, individual performance, and the executive officers' existing equity grants and equity holdings.

**Grants of Equity Awards**

In 2018, the Company granted 25% of target long-term incentive compensation in the form of performance-based restricted stock units ("PSUs"), 25% in the form of stock options, and the remaining 50% in the form of restricted stock units. The number of PSUs ultimately earned is calculated based on the total shareholder return ("TSR") of our common stock as compared to the TSR of the companies comprising the Russell 3000 Index as of the beginning of 2018 (the "Russell 3000") during the performance period from January 1, 2018 to December 31, 2020. The percentage of PSUs that vest will depend on our relative position at the end of the performance period and can range from 0% to 200% of the number of units granted.

- PSUs have two vesting components that must be met before the performance award vests: (1) a performance-based component and (2) a time-based component. PSUs become eligible to vest at the end of 3 years subject to the Company's relative TSR performance against the Russell 3000. No PSUs will become eligible to vest if relative TSR below the 25th percentile. 50% of the target number of PSUs will become eligible to vest if relative TSR ranks at the 25th percentile. 100% of the target number of PSUs will become eligible to vest if relative TSR ranks at the 50th percentile. A maximum of 200% of the target number of PSUs will become eligible to vest if relative TSR ranks at or above the 75th percentile. The number of PSUs that become eligible to vest will be linearly interpolated for

relative TSR performance between the 25th and 50th percentile and for  
relative TSR performance between the 50th percentile and

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75th percentile. If there is a change in control before December 31, 2020, the performance period will end on the date of the closing of the change in control and the PSUs will become eligible to vest if and to the extent the performance condition described above (based on the shortened performance period and an ending price equal to the per share amount payable to Company stockholders in the change in control) is achieved.

- Stock options vest 25% on the first anniversary of the grant date and then in equal installments on a monthly basis over the next three years.

- Restricted stock units generally vest 25% on the first anniversary of the grant date and then in equal installments on a quarterly basis over the next three years.

- All long-term incentive compensation is subject to the named executive officer's continued service through the applicable vesting dates.

The stock options, restricted stock units, and performance-based restricted stock units awarded to our named executive officers in 2018 are set forth in the table below.

Grant Summary. The table below provides a summary of grants of equity awards to our named executive officers in 2018:

Named Executive Officer	2018		
	Time-based Stock Options	Time-based Restricted Stock Units	Performance-based Restricted Stock Units
Stephen Christopher Linthwaite President and Chief Executive Officer	95,500(1)	125,000(2)	54,500
Vikram Jog Chief Financial Officer	27,500(1)	52,519(2)(3)	15,700
Nicholas Khadder Senior Vice President, General Counsel, and Corporate Secretary	27,500(1)	56,350(2)(4)	15,700
Bradley Kreger Senior Vice President, Global Operations	100,000(5)	50,000(6)	—
Steven C McPhail Former Chief Commercial Officer	16,200(1)	37,530(2)(7)	9,200

(1)  
12/48th of the shares underlying the option vested on March 19, 2019, and 1/48th of such shares will continue to vest each month thereafter until fully vested on March 19, 2022, subject to continued service through the applicable vesting date.

(2)  
3/48th of the total number of shares underlying the restricted stock units granted vested on August 20, 2018, and 3/48th of the total number of shares underlying the restricted stock units have vested and will continue to vest every three months thereafter until fully vested, subject to continued service through the applicable vesting date.

(3)  
Includes 16,503 restricted stock units received in 2018 pursuant to our retention bonus exchange program.

(4)  
Includes 20,334 restricted stock units received in 2018 pursuant to our retention bonus exchange program.

(5)  
25% of the shares underlying the option vested on April 2, 2019, and 1/48th of such shares will continue to vest each month thereafter until fully vested on April 2, 2023, subject to continued service through the applicable vesting date.

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(6)

12/48th of the total number of shares underlying the restricted stock units granted will vest on May 20, 2019, and 3/48th of such shares will continue to vest every three months thereafter, subject to continued service through the applicable vesting date.

(7)

Includes 16,344 restricted stock units received in 2018 pursuant to our retention bonus exchange program.

Retention Bonus Exchange Program. In 2017, our Compensation Committee approved a retention compensation program that was intended to provide incentives to certain key employees, including our executive officers, to remain employed with the Company and focused on increasing value for the stockholders, providing for a lump sum cash payment if the individual remained employed with us through January 1, 2019, and a grant of time-vesting stock options and restricted stock units pursuant to our 2011 Equity Incentive Plan. In September 2018, our Compensation Committee approved an exchange program that allowed eligible employees, including our executive officers, to exchange all or a portion of their unpaid cash awards under the retention compensation program for fully vested restricted stock units under our 2011 Equity Incentive Plan. The cash bonus exchange program launched on September 20, 2018. Upon completion of the exchange program, 45 employees elected to exchange approximately \$2,387,500 in retention cash bonuses in exchange for restricted stock units representing a total of 379,593 shares of our common stock. We believe the bonus exchange program increased the participating executives' alignment with stockholders, supported a long-term perspective, and conserved cash for the Company.

Guidelines and Policies

Executive Officer Stock Ownership Guidelines

Our Board of Directors has approved stock ownership guidelines for our executive officers to further align their interests with the interests of our stockholders.

Pursuant to the guidelines, our chief executive officer is expected to accumulate and hold a number of shares of our common stock equal to the lesser of (i) that number of shares with a value equal to three times his annual base salary or (ii) 265,300 shares and to maintain this minimum amount of stock ownership throughout his tenure as chief executive officer. Under the guidelines, our other key executives, including our named executive officers other than the chief executive officer, are expected to accumulate and hold a number of shares of our common stock equal to the lesser of (i) that number of shares with a value equal to his or her annual base salary, or (ii) the number of shares determined by dividing his or her then-current annual base salary by \$6.14 and to maintain this minimum amount of stock ownership throughout his or her tenure as a covered key executive. For purposes of determining share ownership under the guidelines, shares owned includes shares owned outright and vested in-the-money stock options, but does not include value or shares attributable to unvested time vesting restricted stock, unvested and/or out-of-the money stock options and/or unearned performance shares.

Our key executive officers, including our chief executive officer and our other named executive officers, will be expected to achieve the applicable level of ownership by the end of the fiscal year that follows the five-year anniversary of the date he or she becomes covered by the guidelines.

In the event such an executive falls out of compliance with the guidelines at any time, he or she will be required to maintain 50% of the shares (net of tax and exercise costs) acquired through vesting or exercise of awards until the guidelines are again satisfied. The guidelines include a once-met-always-met policy such that each executive covered by our guidelines will be deemed to satisfy the guideline if they hold at least the number of shares that, as of the first measurement date they comply with the guidelines, was equal to the guideline value (i.e., following the initial compliance, the policy for each executive will reset to the lesser of the guideline value or the number of shares that originally satisfied the guideline).

Clawback Policy

During 2018, we adopted a compensation clawback policy pursuant to which we may seek the recovery of performance-based incentive compensation paid by us. The clawback policy applies to our CEO and to all officers who report directly to the CEO, including our named executive officers. The clawback policy provides that if (i) we restate our financial statements as a result of a material error; (ii) the amount of cash



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incentive compensation or performance-based equity compensation that was paid or is payable based on achievement of specific financial results paid to a participant would have been less if the financial statements had been correct; (iii) no more than two years have elapsed since the original filing date of the financial statements upon which the incentive compensation was determined; and (iv) our Compensation Committee unanimously concludes, in its sole discretion, that fraud or intentional misconduct by such participant caused the material error and it would be in our best interests to seek from such participant recovery of the excess compensation, then our Compensation Committee may, in its sole discretion, seek repayment from such participant.

### No Hedging or Pledging

The Company's Insider Trading Policy prohibits all officers, directors, and other employees with access to sensitive Company information from engaging in any form of hedging transaction (derivatives, equity swaps, forwards, etc.) in the Company's stock, including, among other things, short sales and transactions involving publicly traded options. In addition, such officers, directors, and employees are prohibited from holding the Company's stock in margin accounts and from pledging the Company's stock as collateral for loans. We believe that these policies further align the interests of our officers and directors with those of our stockholders.

### Other Benefits

#### Change of Control and Severance Plan

Each of our executive officers participates in our Change of Control and Severance Plan adopted in August 2017, which provides for specified payments and benefits if the executive officer's employment is terminated for a reason other than for cause, death or disability, or if the executive officer's employment is terminated by the executive officer for good reason, with the payments and benefits provided generally greater if such termination occurs in connection with a change of control. The terms of our executive officers' participation in the Change of Control and Severance Plan are described under the section entitled "Executive Compensation — Potential Payments upon Termination or Change of Control."

Our Board of Directors concluded that it is in the best interests of our Company and our stockholders to provide assurances of specified benefits to certain of our employees, including our executive officers, whose employment is subject to being involuntarily terminated other than for death, disability, or cause or voluntarily terminated for good reason under the circumstances described in the plan. Our Board determined to provide such executive officers with certain severance benefits upon their termination of employment without cause outside of the change of control context in order to provide executive officers with enhanced financial security and incentive to remain with our Company. In addition, we believe that providing for acceleration of equity awards if an executive officer is terminated following a change of control transaction aligns the executive officer's interest more closely with those of other stockholders when evaluating the transaction rather than putting the executive officer at risk of losing the benefits of those equity incentives.

In determining the amount of cash payments, benefits coverage, and acceleration of vesting to be provided to executive officers upon termination, our Board considered the following factors:

- the expected time required for an executive officer to find comparable employment following a termination event;
- feedback received from potential candidates for executive officer positions at our Company as to the level of severance payments and benefits they would require to leave other employment and join our Company;
- in the context of a change of control, the amount of vesting acceleration that would align the executive officer's interests more closely with the interests of stockholders when considering a potential change of control transaction; and
- the period of time following a change of control during which management positions are evaluated and subject to a heightened risk of elimination.





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### Split-Dollar Life Insurance

The Company has entered into an agreement with Mr. Linthwaite to pay the full amount of the premium of a life insurance policy covering Mr. Linthwaite with an initial face amount of \$2,500,000. We entered into this agreement for the purposes of ensuring Mr. Linthwaite's focus on increasing value for the stockholders. The value of the Company's payment of such premiums is treated as taxable income to Mr. Linthwaite. In the event of Mr. Linthwaite's death, Mr. Linthwaite's designated beneficiaries will receive \$2,000,000 of the proceeds from the life insurance policy, and the Company will receive the remainder of the proceeds. The Company is entitled to 100% of the policy's cash value, less any policy loans and unpaid interest or prior cash withdrawals. The agreement will terminate upon the first to occur of: (1) Mr. Linthwaite's termination of employment for any reason before age 65; (2) Mr. Linthwaite's reaching the age of 65 while employed by the Company; or (3) the surrender, lapse, or other termination of the life insurance policy by the Company.

### Employee Benefits

Executive officers are eligible to participate in all of our employee benefit plans, such as medical, dental, vision, group life, disability, accidental death and dismemberment insurance, and our 401(k) plan, in each case on the same basis as other employees, subject to applicable law. Subject to applicable limits, we match contributions made to U.S.-based employees' 401(k) defined contribution plans to a maximum of \$2,000 per year. We also provide vacation and other paid holidays to all employees, including our executive officers, which we believe are comparable to those provided at peer companies.

### Accounting and Tax Considerations

#### Deductibility of Executive Compensation

Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), places a limit of \$1,000,000 on the amount of compensation that we can deduct as a business expense in any year with respect to our Chief Executive Officer and certain of our other executive officers. While the Compensation Committee considers the deductibility of compensation as a factor in making compensation decisions, the Committee retains the flexibility to provide compensation that is consistent with our goals for our executive compensation program even if such compensation is not fully tax deductible.

#### Taxation of Nonqualified Deferred Compensation

Section 409A of the Code imposes additional taxes on certain non-qualified deferred compensation arrangements that do not comply with its requirements. These requirements regulate an individual's election to defer compensation and the individual's selection of the timing and form of distribution of the deferred compensation. Section 409A generally also provides that distributions of deferred compensation only can be made on or following the occurrence of certain events (i.e., the individual's separation from service, a predetermined date, a change in control, or the individual's death or disability). For certain executive officers, Section 409A requires that such individual's distribution commence no earlier than six months after such officer's separation from service. We have endeavored to structure our compensation arrangements to comply with Section 409A and will continue to do so. Further, we do not offer tax gross-ups related to Section 409A to any of our named executive officers.

#### Accounting for Stock-Based Compensation

The impact of accounting treatment is considered in developing and implementing our compensation programs, including the accounting treatment as it applies to amounts awarded or paid to our executives.

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Risk Management Considerations

In setting compensation, our Compensation Committee strives to create incentives that encourage a level of risk-taking consistent with our business strategy and to encourage a focus on building long-term value that does not encourage excessive risk-taking. In connection with its oversight of compensation-related risks, our Compensation Committee has reviewed our compensation programs and practices for employees, including executive and non-executive programs and practices. In its review, our Compensation Committee evaluated whether our policies and programs encourage unnecessary or excessive risk-taking and controls, and how such policies and programs are structured with respect to risks and rewards, as well as controls designed to mitigate any risks. As a result of this review, our Compensation Committee determined that any risks that may result from our compensation policies and practices for our employees are not reasonably likely to have a material adverse effect on Fluidigm.

Compensation Committee Report

The Compensation Committee oversees Fluidigm's compensation policies, plans, and benefit programs. The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis required by Item 402(b) of Regulation S-K with management. Based on such review and discussions, the Compensation Committee has recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this proxy statement.

The Compensation Committee

Gerhard F. Burbach (Chair)

Samuel D. Colella

Nicolas Barthelemy

The Compensation Committee Report does not constitute soliciting material, and shall not be deemed to be filed or incorporated by reference into any other filing by Fluidigm under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent Fluidigm specifically incorporates the Compensation Committee Report by reference therein.

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**TABLE OF CONTENTS****SUMMARY COMPENSATION TABLE FOR 2018**

The following table provides information regarding the compensation of our Chief Executive Officer, Chief Financial Officer, each of the next three most highly compensated executive officers during 2018, together referred to as our “named executive officers,” for 2018, 2017, and 2016.

Name and Principal Position	Year	Salary (\$)	Bonus(1) (\$)	Stock Awards (\$)(2)	Option Awards (\$)(2)	Non-Equity Incentive Plan Compensation(\$)(3)	All Other Compensation(\$)	Total (\$)
Stephen	2018	553,860	—	1,186,155	344,884	461,794	38,515(5)	2,585,213
Christopher Linthwaite(4) President and Chief Executive Officer	2017	521,500	—	468,160	591,695	400,000	38,515	2,019,870
	2016	197,349	—	126,700	872,746	—	2,000	1,198,795
Vikram Jog Chief Financial Officer	2018	355,979	122,122	341,734	99,312	204,390	2,000(6)	1,125,539
	2017	344,592	—	213,136	272,898	141,500	2,000	974,126
	2016	339,500	—	76,680	80,939	—	2,000	499,199
Nicholas Khadder(7) Senior Vice President, General Counsel, and Corporate Secretary	2018	341,110	150,472	341,734	99,312	156,831	2,000(6)	1,091,461
	2017	326,125	—	194,656	247,606	155,500	1,323	925,210
	2016	173,580	—	97,740	101,671	—	1,323	374,314
Bradley Kreger(8) Senior Vice President, Global Operations	2018	243,750	—	295,000	338,930	115,517	2,000(6)	995,197
Steven C McPhail(9) Former Chief Commercial Officer	2018	353,390	120,946	200,665	58,504	161,298	2,000(6)	896,804
	2017	344,796	—	126,588	160,413	141,600	2,000	775,397
	2016	339,700	—	92,820	80,934	—	2,000	515,459

(1)

Amounts represent the value of restricted stock units received pursuant to our retention bonus exchange program.

(2)

Amounts represent the aggregate grant date fair value of equity awards granted to the named executive officer in the year indicated (other than the new options granted in exchange for the options surrendered in the exchange program in 2017) calculated in accordance with FASB Topic ASC 718 without regard to estimated forfeitures. The 2018 performance RSUs and the 2016 performance stock options and performance RSUs were valued on the target outcome

of performance-based conditions (i.e., based on 100% achievement). See Note 9 of the notes to our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2018 for a discussion of assumptions made in determining the grant date fair value and compensation expense of our equity awards.

(3)

The amounts in this column represent total performance-based bonuses earned under our executive bonus plan for service rendered during the applicable year. All such amounts were paid subsequent to year end. For a description of our executive bonus plan, please see the section entitled “Executive Bonus Plan” under “Compensation Discussion and Analysis” above.

(4)

Mr. Linthwaite joined Fluidigm as our Chief Operating Officer and President on August 4, 2016. On October 19, 2016, he was appointed our Chief Executive Officer and President.

(5)

Consists of Company contributions of \$2,000 made to Mr. Linthwaite’s 401(k) defined contribution plan, \$27,500 of payments made by the Company for life insurance policy premiums in 2018, and \$9,015 of payments made by the Company in disability insurance premiums.

(6)

Consists of Company contributions made to the applicable named executive officer’s 401(k) defined contribution plan.

(7)

Mr. Khadder joined Fluidigm as our Senior Vice President, General Counsel, and Corporate Secretary on June 6, 2016.

(8)

Mr. Kreger joined Fluidigm as Senior Vice President, Global Operations in April 2018. Mr. Kreger was not a named executive officer prior to 2018.

(9)

Mr. McPhail joined Fluidigm as General Manager, Production Genomics in May 2015 and became our Chief Commercial Officer in August 2016.

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## GRANTS OF PLAN-BASED AWARDS FOR 2018

The following table presents information concerning each grant of an award made to a named executive officer in 2018 under any plan.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards (\$)(1)			Estimated Future Payments Under Equity Incentive Plan Awards (#)			All Stock Awards: Number of Shares of Stock or Units (#)
		Threshold	Target	Maximum	Threshold	Target	Maximum	
Stephen	03/19/2018	—	—	—	27,250	54,500	109,000	—
Christopher	03/19/2018	—	—	—	—	—	—	—
Linthwaite	04/30/2018(5)	355,774	395,304	988,260	—	—	—	—
	06/11/2018	—	—	—	—	—	—	125,000(4)
	03/19/2018	—	—	—	7,850	15,700	31,400	—
Vikram Jog	03/19/2018	—	—	—	—	—	—	—
	04/30/2018(5)	138,570	153,966	384,916	—	—	—	—
	06/11/2018	—	—	—	—	—	—	36,016(4)
	11/05/2018	—	—	—	—	—	—	16,503(6)
	03/19/2018	—	—	—	7,850	15,700	31,400	—
Nicholas	03/19/2018	—	—	—	—	—	—	—
Khadder	04/30/2018(5)	132,907	147,675	369,187	—	—	—	—
	06/11/2018	—	—	—	—	—	—	36,016(4)
	11/05/2018	—	—	—	—	—	—	20,334(6)
Bradley	04/30/2018(5)	92,979	103,310	258,275	—	—	—	—
Kreger	04/30/2018	—	—	—	—	—	—	50,000(7)
	04/30/2018	—	—	—	—	—	—	—
	03/19/2018	—	—	—	4,600	9,200	18,400	—
Steven C.	03/19/2018	—	—	—	—	—	—	—
McPhail	04/30/2018(5)	136,510	151,678	379,194	—	—	—	—
	06/11/2018	—	—	—	—	—	—	21,186(4)
	11/05/2018	—	—	—	—	—	—	16,344(6)

(1)

The target amounts shown in this column reflect our annual incentive plan awards provided under our 2018 executive bonus plan. The maximum amounts in this column reflect the greatest payouts that could be made if pre-established maximum performance levels were met or exceeded. Actual 2018 executive bonus plan payouts are reflected in the non-equity incentive plan compensation column of the Summary Compensation Table.

(2)

Based upon the closing sale price of our common stock as reported on the Nasdaq Global Select Market on the date of grant.

(3)

All amounts reported represent the grant date fair value of the equity awards, calculated in accordance with FASB ASC Topic 718 without regard to estimated forfeitures. See Note 9 of the notes to our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2018 for a discussion of assumptions made in determining the grant date fair value.

(4)

Represents awards granted under our 2011 Equity Incentive Plan.

(5)

Corresponds to the date on which our Compensation Committee set the target bonus amounts payable to each of our named executive officers pursuant to our 2018 executive bonus plan. Under our 2018 executive bonus plan, the payouts were based on achievement of Company and individual performance goals, as discussed in the section of our Compensation Discussion & Analysis titled “Executive Bonus Plan — Bonus Plan Structure.” The portion of the bonus subject to revenue achievement was not subject to an aggregate cap in 2018.

(6)

Represents restricted stock units received in 2018 pursuant to our retention bonus exchange program.

(7)

Represents an award granted under our 2017 Inducement Award Plan (the “Inducement Plan”).

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## OUTSTANDING EQUITY AWARDS AT FISCAL YEAR-END FOR 2018

The following table presents information concerning unexercised options and unvested stock awards outstanding as of December 31, 2018 for each named executive officer. Each outstanding equity award was granted pursuant to our 2011 Equity Incentive Plan except for the award granted to Mr. Kreger, which was granted pursuant to the Inducement Plan.

Name	Option Awards					Stock Awards			Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock that Have Not Vested (#)	Market Value of Shares or Units of Stock that Have Not Vested (\$)		
Stephen	75,833(1)	64,167	—	4.99	11/8/2026	41,167(2)	354,860(3)	—	
Christopher	90,800(4)	98,700	—	6.16	2/13/2027	109,376(5)	942,821(3)	—	
Linthwaite	23,333(6)	46,667	—	5.13	9/20/2027	—	—	54,500(7)	
	—	95,500	—	6.33	3/19/2028	—	—	—	
	41,878(4)	45,522	—	6.16	2/13/2027	201(8)	1,733(3)	—	
	513(6)	1,028	—	5.13	9/20/2027	1,576(9)	13,585(3)	—	
	691(6)	1,382	—	5.13	9/20/2027	18,742(2)	161,556(3)	—	
Vikram Jog	1,148(6)	2,296	—	5.13	9/20/2027	31,514(10)	271,651(3)	—	
	2,203(6)	4,406	—	5.13	9/20/2027	—	—	15,700(7)	
	2,980(6)	5,961	—	5.13	9/20/2027	—	—	—	
	322(6)	645	—	5.13	9/20/2027	—	—	—	
	—	27,500	—	6.33	3/19/2028	—	—	—	
	4,500(6)	9,000	—	5.13	9/20/2027	4,275(11)	36,851(3)	—	
Nicholas Khadder	18,881(6)	37,762	—	5.13	9/20/2027	17,117(2)	147,549(3)	—	
	—	27,500	—	6.33	3/19/2028	31,514(10)	271,651(3)	—	
	—	—	—	—	—	—	—	15,700(7)	
Bradley Kreger	—	100,000	—	5.90	4/30/2028	50,000(12)	431,000(3)	—	
	2,375(6)	4,752	—	5.13	9/20/2027	1,550(13)	13,361(3)	—	
Steven C. McPhail	2,980(6)	5,961	—	5.13	9/20/2027	1,576(9)	13,585(3)	—	
	12,232(6)	24,465	—	5.13	9/20/2027	11,132(2)	95,958(3)	—	
	—	16,200	—	6.33	3/19/2028	18,538(10)	159,798(3)	—	
	—	—	—	—	—	—	—	9,200(7)	

(1)

Explanation of Responses:

12/48th of the shares subject to the option vested on October 19, 2017 and 1/48th of the shares subject to the option have vested and will continue to vest each month thereafter such that the option will be fully vested on October 19, 2020. Vesting is subject to continued service through the applicable vesting date.

(2)

4/48th of the total number of shares underlying the restricted stock units granted vested on May 20, 2017, and 3/48th of the total number of shares underlying the restricted stock units granted have vested and will continue to vest every three months thereafter until fully vested. Vesting is subject to continued service through the applicable vesting date.

(3)

Based on the closing price of our common stock of \$8.62 per share on December 31, 2018, as reported on the Nasdaq Global Select Market, and the number of the restricted stock units that had not vested as of December 31, 2018.

(4)

15/48th of the total number of shares subject to the option vested on March 1, 2018, and 1/48th of the shares subject to the option have vested and will continue to vest each month thereafter such that the option will be fully vested on January 1, 2021. Vesting is subject to continued service through the applicable vesting date.

(5)

3/48th of the total number of shares underlying the restricted stock units granted vested on August 20, 2018, and 3/48th of the total number of shares underlying the restricted stock units granted have vested and will continue to vest every three months thereafter until fully vested. Vesting is subject to continued service through the applicable vesting date.

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(6)

1/12th of the total number of shares subject to the option vested on February 20, 2018, and 1/12th of the shares subject to the option have vested and will continue to vest every three months thereafter until fully vested. Vesting is subject to continued service through the applicable vesting date.

(7)

These performance-based restricted stock units become eligible to vest at the end of three years subject to the Company's relative TSR performance against the Russell 3000 Index as of the beginning of 2018 during the performance period from January 1, 2018 to December 31, 2020. The percentage of performance-based restricted stock units that vest will depend on our relative position at the end of the performance period and can range from 0% to 200% of the number of units granted.

(8)

4/48th of the shares underlying the restricted stock units vested on May 20, 2015 and 3/48th of the shares underlying the restricted stock units granted have vested and will continue to vest every three months thereafter until fully vested. Vesting is subject to continued service through the applicable vesting date.

(9)

4/48th of the shares underlying the restricted stock units vested on May 20, 2016 and 3/48th of the shares underlying the restricted stock units granted have vested and will continue to vest every three months thereafter until fully vested. Vesting is subject to continued service through the applicable vesting date.

(10)

3/48th of the shares underlying the restricted stock units vested on August 20, 2018 and 3/48th of the shares underlying the restricted stock units granted have vested and will continue to vest every three months thereafter until fully vested. Vesting is subject to continued service through the applicable vesting date.

(11)

14/48th of the shares underlying the restricted stock units vested on August 20, 2017 and 3/48th of the shares underlying the restricted stock units granted have vested and will continue to vest every three months thereafter until fully vested. Vesting is subject to continued service through the applicable vesting date.

(12)

12/48th of the shares underlying the restricted stock units will vest on May 20, 2019 and 3/48th of the shares underlying the restricted stock units granted will vest every three months thereafter until fully vested. Vesting is subject to continued service through the applicable vesting date.

(13)

12/48th of the shares underlying the restricted stock units vested on May 20, 2016 and 3/48th of the shares underlying the restricted stock units granted have vested and will continue to vest every three months thereafter until fully vested. Vesting is subject to continued service through the applicable vesting date.

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## OPTION EXERCISES AND STOCK VESTED IN 2018

The following table provides additional information about the value realized by the named executive officers upon option award exercises and the vesting of restricted stock unit awards during the year ended December 31, 2018.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$)	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$)(1)
Stephen Christopher Linthwaite	—	—	34,624	253,249
Vikram Jog	—	—	32,439	237,829
Nicholas Khadder	—	—	35,436	260,067
Bradley Kreger	—	—	—	—
Steven C. McPhail	—	—	28,579	209,359

(1)

Value realized on vesting of stock awards is based on the closing price of our common stock on the vesting date and does not necessarily reflect actual proceeds received.

As of December 31, 2018, our named executive officers had not been awarded any equity awards other than stock options, restricted stock units, and performance stock units.

## Pension Benefits &amp; Nonqualified Deferred Compensation

We do not provide a pension plan for our employees and no named executive officers participated in a nonqualified deferred compensation plan during the fiscal year ended December 31, 2018.

## Potential Payments Upon Termination or Change of Control

The Compensation Committee has approved a Change of Control and Severance Plan (the “Severance Plan”) under which our named executive officers, other executive officers, and certain other designated employees are eligible to receive severance benefits.

We adopted the Severance Plan because we recognize that we will from time to time consider the possibility of an acquisition by another company or other change of control transaction and that such consideration can cause such executive officers to consider alternative employment opportunities.

We have entered into individual participation agreements with each of our named executive officers under our Change of Control and Severance Plan (our “Severance Plan”), which provides for the following payments and benefits if the named executive officer’s employment with us is terminated in certain circumstances.

Under the Severance Plan, if any named executive officer’s employment is terminated outside of the period beginning 3 months before a change of control (as defined in the Severance Plan) and ending 12 months after a change of control (such period, the “Change of Control Period”) for a reason other than cause or the named executive officer’s death or disability (as such terms are defined in the Severance Plan), then, subject to the Severance Conditions (as defined below), the named executive officer will be entitled to receive the following severance benefits:

- Continued payments (less applicable withholdings) totaling 75% of the named executive officer’s annual base salary in effect as of the date of termination in equal installments over a period of nine months (or, in the case of Mr. Linthwaite, our President and CEO, 200% of his annual base salary paid in equal installments over a period of 24 months) following his termination.

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Explanation of Responses:

Reimbursement of costs of continued health coverage for the named executive officer, his or her spouse, and/or his or her dependents, as applicable, for a period of up to 9 months (or, in Mr. Linthwaite's case, 12 months) following termination.

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- Reasonable outplacement services in accordance with any applicable policy of ours that is in effect as of the named executive officer's termination (or if no such policy is in effect, as determined by us).

Under the Severance Plan, if any named executive officer's employment is terminated within the Change of Control Period either (i) by us for a reason other than cause or the named executive officer's death or disability or (ii) by the named executive officer for good reason (as defined in the named executive officer's participation agreement under the Severance Plan), then, subject to the Severance Conditions, the named executive officer will be entitled to receive the following severance benefits:

- A lump-sum payment (less applicable withholdings) totaling 150% (or, in Mr. Linthwaite's case, 200%) of the sum of (x) his or her annual base salary (as in effect immediately before termination or immediately before the change of control, whichever is higher) plus (y) the greater of (A) his or her annual target bonus (as in effect immediately before termination or immediately before the change of control, whichever is higher) or (B) the average of the annual bonuses actually paid to him or her for the three fiscal years preceding the year in which his or her termination occurs.

- Reimbursement of costs of continued health coverage for the named executive officer, his or her spouse, and/or his or her dependents, as applicable, for a period of up to 18 months (or, in Mr. Linthwaite's case, 24 months) following termination.

- 100% vesting acceleration of his or her then-outstanding and unvested equity awards, provided that, if an equity award is to vest and/or the amount of the award to vest is to be determined based on the achievement of performance criteria, then, unless otherwise provided in the applicable equity award agreement, 100% of such equity award will vest assuming the applicable performance criteria had been achieved at target levels for the relevant performance period(s).

- Reasonable outplacement services in accordance with any applicable policy of ours that is in effect as of the named executive officer's termination (or if no such policy is in effect, as determined by us), except that such outplacement services will be in no case less than the outplacement services provided under any applicable policy of ours that is in effect immediately prior to the applicable change of control.

The Severance Plan superseded the severance benefits provided to our named executive officers under the Company's previous existing forms of amended and restated employment and severance agreement. To receive the Severance Plan benefits, the named executive officer would also be required sign and not revoke a separation and release of claims agreement in a form reasonably satisfactory to us within the period set forth in the Severance Plan and be in compliance with any confidentiality, proprietary information and inventions assignment agreement and any other appropriate agreement between the named executive officer and us (together, the "Severance Conditions"). If any of the severance and other benefits provided for in the Severance Plan or otherwise payable to a named executive officer ("280G Payments") constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code and could be subject to excise tax under Section 4999 of the Internal Revenue Code, then the 280G Payments will be delivered in full or delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax, whichever results in the greater amount of after-tax benefits to such named executive officer. The Severance Plan does not require us to provide any tax gross-up payment to any named executive officer participating in the Severance Plan.

Subject to earlier termination in accordance with the terms and conditions of the Severance Plan, the Severance Plan will automatically terminate 3 years following its adoption by the Compensation Committee, but if a change of control occurs, the expiration date of the Severance Plan will be extended automatically through the date 12 months following a change of control.

The following table describes the payments and benefits that each of our named executive officers would be entitled to receive pursuant to the Severance Plan, assuming that each of the following triggers occurred on December 31, 2018: (i) their employment was terminated for a reason other than for “cause” or the named executive officer’s death or “disability” more than 3 months prior to or after 12 months

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following a “change of control” and (ii) their employment was terminated for a reason other than for “cause” or the named executive officer’s death or “disability” or by them for “good reason” within 3 months prior to or 12 months following a “change of control.”

Name	Employment Terminated for reason other than Cause, death, or Disability more than 3 months prior to, or more than 12 Months after, a Change of Control			Employment Terminated for reason other than “Cause,” death or Disability within 3 months prior to or 12 Months after a Change of Control(1)	
	Severance Payments (\$)	Health Care Benefits (\$)	Equity Acceleration (\$)(2)	Severance Payments (\$)	Health Care Benefits (\$)
Stephen Christopher Linthwaite	1,129,440(3)	32,811(4)	2,624,762	1,920,048(5)	65,622(6)
Vikram Jog	271,706(7)	24,608(8)	811,423	774,360(9)	49,217(10)
Nicholas Khadder	260,603(7)	28,096(8)	817,559	742,719(9)	56,192(10)
Bradley Kreger	243,750(7)	27,947(8)	703,000	694,688(9)	55,894(10)
Steven C. McPhail	267,667(7)	24,608(8)	521,875	762,851(9)	49,217(10)

(1)

Includes termination of the employee’s employment by the Company or its successor without “cause” and termination by the employee for “good reason.”

(2)

We estimate the value of the acceleration of options and restricted stock units held by the named executive officer based on the closing stock price of our common stock of \$8.62 per share on December 31, 2018, as reported on the Nasdaq Global Select Market, and the number of unvested in-the-money options and shares held by such named executive officer as of December 31, 2018.

(3)

The amount shown is equal to 200% of Mr. Linthwaite’s annual base salary as of December 31, 2018.

(4)

The amount shown is equal to the cost of covering Mr. Linthwaite and his eligible dependents under our benefit plans for a period of 12 months, assuming that such coverage is timely elected under COBRA.

(5)

The amount shown is equal to 200% of the sum of (a) Mr. Linthwaite’s annual base salary as of December 31, 2018, plus (b) his annual target bonus as of December 31, 2018.

(6)

The amount shown is equal to the cost of covering Mr. Linthwaite and his eligible dependents under our benefit plans for a period of 24 months, assuming that such coverage is timely elected under COBRA.

(7)

The amount shown is equal to 75% of the named executive officer’s annual base salary as of December 31, 2018.

(8)

Explanation of Responses:

The amount shown is equal to the cost of covering the named executive officer and his eligible dependents under our benefit plans for a period of nine months, assuming that such coverage is timely elected under COBRA for such U.S.-based named executive officer.

(9)

The amount shown is equal to 150% of the sum of (a) the named executive's annual base salary as of December 31, 2018, plus (b) his annual target bonus as of December 31, 2018.

(10)

The amount shown is equal to the cost of covering the named executive officer and his eligible dependents under our benefit plans for a period of 18 months, assuming that such coverage is timely elected under COBRA for such U.S.-based named executive officer.

In addition to the benefits described above, our 2011 Equity Incentive Plan, 2009 Equity Incentive Plan, and 2017 Inducement Award Plan provide for full acceleration of all outstanding options in the event of a change of control of our Company where the successor company does not assume our outstanding options and other awards in connection with such acquisition transaction. We estimate the value of this benefit for each named executive officer to be equal to the amount listed above in the column labeled "Equity Acceleration."

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CEO PAY RATIO

Under SEC rules, we are required to provide the following information regarding the relationship between the annual total compensation of Mr. Linthwaite, our Chairman, President and Chief Executive Officer, and the median annual total compensation of our employees (other than Mr. Linthwaite) for fiscal 2018:

- Mr. Linthwaite's annual total compensation, as reported in the Summary Compensation Table included in this proxy statement, which was \$2,585,213.

- The median of the annual total compensation of all employees (other than Mr. Linthwaite) of the Company (including our consolidated subsidiaries) was \$93,638.

- Based on the above, for 2018, the ratio of Mr. Linthwaite's annual total compensation to the median of the annual total compensation of all employees was 28 to 1.

This pay ratio is a reasonable estimate calculated in a manner consistent with Item 402(u) of Regulation S-K under the Securities Act of 1933, as amended. In preparing this pay ratio disclosure, we exercised discretion permitted by the rule to rely on our 2017 identification of the median employee, upon concluding that our prior year identification remains relevant. Specifically, we concluded that:

- There have been no significant changes to our broad-based compensation arrangements that would reasonably be expected to result in a significant change to the compensation of our median employee. Specifically, the consistently applied compensation measure used to identify that employee for fiscal 2017 disclosure, which consisted of a reasonable measure of employees' annual base salary for salaried employees (or, for hourly employees, hourly rate multiplied by expected annual work schedule) and target incentive compensation and commissions, continues to be representative of the compensation arrangements of our employee population, and

- For purposes of this disclosure, there were no significant changes to our employee population that would be reasonably expected to result in a significant change in our median employee. Specifically, as of December 31, 2018, we (including our consolidated subsidiaries) had 525 full-time, part-time, and temporary employees (excluding Mr. Linthwaite), consisting of 223 U.S. employees and 302 (or approximately 57% of our total employee population) employees located outside of the United States. This compares to, as of December 31, 2017, 512 full-time, part-time, and temporary employees (excluding Mr. Linthwaite), consisting of 215 U.S. employees and 297 (or approximately 58% of our total employee population) employees located outside of the United States. The totals provided above exclude employees based in Japan, who were excluded pursuant to the rule's de minimis exemption, totaling 9 and 7 employees as of December 31, 2018 and 2017, respectively.

Because the median employee for 2017 terminated prior to December 31, 2018, we exercised discretion permitted by the rule to substitute an employee with similar employment and compensation characteristics. The employee whose compensation is disclosed above for 2018 had compensation reasonably consistent with the compensation that would have been received for 2018 by the median employee that was the basis for our 2017 pay ratio disclosure.

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## EQUITY COMPENSATION PLAN INFORMATION

The following table summarizes the number of outstanding options and restricted stock units granted to our employees, consultants, and directors, as well as the number of shares of common stock remaining available for future issuance, under our equity compensation plans as of December 31, 2018.

	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
Equity compensation plans approved by security holders			
2009 Equity Incentive Plan(1)	42,777	\$ 6.56	—
2011 Equity Incentive Plan(2)	3,694,942	\$ 8.04	2,022,429
2017 Employee Stock Purchase Plan(3)	—	—	697,855
Equity compensation plans not approved by security holders			
DVS Sciences, Inc 2010 Equity Incentive Plan(4)	38,125	\$ 1.02	—
2017 Inducement Award Plan(5)	577,710	\$ 6.23	1,422,290
Total	4,353,554	\$ 7.56	4,142,574

(2)

The 2009 Equity Incentive Plan was replaced by the 2011 Equity Incentive Plan in February 2011. A total of 55,423 shares remaining available for grant under the 2009 Equity Incentive Plan were transferred to the 2011 Equity Incentive Plan and the 2009 Equity Incentive Plan was terminated for any new grants.

(3)

The 2011 Equity Incentive Plan provides that the number of shares available for issuance under the plan will include an annual increase on the first day of each fiscal year beginning in 2012, equal to the least of: (a) 1,000,000 shares; (b) 4.0% of the outstanding shares of common stock as of the last day of our immediately preceding fiscal year; or (c) such other amount as our Board of Directors may determine. Pursuant to the provision, an additional 1,000,000 shares became available for issuance under the 2011 Equity Incentive Plan effective January 1, 2019. This increase is not reflected in the table above.

(4)

The 2017 Employee Stock Purchase Plan was approved by stockholders in July 2017. A total of 1,000,000 shares were reserved for issuance, of which 697,855 shares remained available for sale as of December 31, 2018.

(5)

As of December 31, 2018, individual awards of options to purchase a total of 5,101 shares were outstanding pursuant to awards assumed in connection with our acquisition of DVS Sciences, Inc. and granted under DVS's 2010 Equity Incentive Plan at a weighted-average exercise price of \$1.02.

(6)

The Fluidigm 2017 Inducement Plan was approved by the Board in January 2017. As of December 31, 2018, a total of 1,422,290 shares of Fluidigm common stock remained available for issuance under the 2017 Inducement Plan and equity awards covering an aggregate of 577,710 shares were outstanding.

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Material Features of the 2017 Inducement Award Plan

The 2017 Inducement Award Plan, or 2017 Inducement Plan, was established by the Board in January 2017 with the purpose of attracting, retaining and incentivizing employees in furtherance of Fluidigm's success. In accordance with Nasdaq rules, this plan is used to offer equity awards as material inducements for new employees to join Fluidigm. As of January 5, 2017, 2,000,000 shares of common stock were reserved solely for the granting of inducement stock options, restricted stock, restricted stock units and other awards to new employees. The 2017 Inducement Plan provides for the granting of stock options with exercise prices equal to the fair market value of our common stock on the date of grant. As of March 31, 2019, a total of 1,321,435 shares of Fluidigm common stock remained available for issuance under the 2017 Inducement Plan.

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RELATED PERSON TRANSACTIONS AND SECTION 16(A)

BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Related Person Transactions

None.

Policy Concerning Audit Committee Approval of Related Person Transactions

Our Board of Directors and Audit Committee have adopted a formal written policy that our executive officers, directors, holders of more than 5% of any class of our voting securities, and any member of the immediate family of any of the foregoing persons, are not permitted to enter into any transaction with us for which disclosure would be required under Item 404 of Regulation S-K, referred to as a related person transaction, without the review and approval or ratification of our Audit Committee, or other independent members of our Board of Directors if it is inappropriate for our Audit Committee to review such transaction due to a conflict of interest. Any related person transaction must be presented to our Audit Committee for review, consideration and approval or ratification. In approving or rejecting any such related person transaction, our Audit Committee is to consider the relevant facts and circumstances available and deemed relevant to the Audit Committee, including, but not limited to, whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances and the extent of the related person's interest in the transaction.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, requires our directors, executive officers, and holders of more than 10% of our common stock to file with the SEC reports regarding their ownership and changes in ownership of our securities. We believe that our directors, executive officers, and 10% stockholders complied with all Section 16(a) filing requirements in 2018. In making these statements, we have relied upon examination of the filings made with the SEC and the written representations of our directors and executive officers.

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**SECURITY OWNERSHIP**

Except as indicated by the footnotes below, the following table sets forth information as of April 8, 2019 concerning:

- Each person we believe to be the beneficial owner of more than five percent of our common stock;
- Each of our directors and nominees for the Board of Directors;
- Each of our named executive officers; and
- All of our directors and executive officers as a group.

Unless otherwise noted below, the address of each person listed on the table is c/o Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, California 94080.

We have determined beneficial ownership in accordance with the rules of the SEC. Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the persons and entities named in the table below have sole voting and investment power with respect to all shares of common stock that they beneficially own, subject to applicable community property laws.

Applicable percentage ownership is based on 68,997,806 shares of common stock outstanding at April 8, 2019. In computing the number of shares of common stock beneficially owned by a person and the percentage ownership of that person, we deemed outstanding shares of common stock subject to options held by that person that are currently exercisable, options held by that person that are exercisable within 60 days of April 8, 2019, and restricted stock units that are scheduled to vest within 60 days of April 8, 2019. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

The information provided in the table is based on our records, information filed with the SEC, and information provided to Fluidigm, except where otherwise noted.

Name of Beneficial Owner	Shares Beneficially Owned	Percent of Shares Beneficially Owned
<b>5% Stockholders:</b>		
Entities affiliated with Levin Easterly Partners LLC(1)	12,231,426	17.7%
Entities affiliated with PRIMECAP Management Company(2)	6,671,043	9.7%
Entities affiliated with Neuberger Berman Group LLC(3)	5,464,974	7.9%
<b>Directors and Named Executive Officers:</b>		
Stephen Christopher Linthwaite(4)	418,781	*
Nicolas M. Barthelemy(5)	69,062	*
Gerhard F. Burbach(6)	123,815	*
Laura M. Clague	—	*
Samuel D. Colella(7)	205,103	*
Patrick S. Jones(8)	128,700	*
Carlos V. Paya(9)	59,564	*
Vikram Jog(10)	160,252	*
Nicholas S. Khadder(11)	78,234	*

Explanation of Responses:

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Bradley Kreger(12)	41,668	*
Steven C. McPhail(13)	89,241	*
All current directors, current executive officers, and named executive officers as a group (11 persons)(14)	1,374,420	2.0%

\*

Less than one percent.

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(1)

Based solely on the Schedule 13G filed with the SEC on April 8, 2019 by Levin Easterly Partners LLC (“Levin Easterly”), filing jointly with LE Partners Holdings LLC (“LEPH”), LE Partners Holdings II LLC (“LEPH II”), LE Partners Holdings III LLC (“LEPH III”), LE Partners Holdings IV LLC (“LEPH IV”), John (“Jack”) Murphy, Darrell Crate, Avshalom Kalichstein, and Levin Capital Strategies, LP (“LCS”). Such Schedule 13G reported that (i) Levin Easterly, LEPH, LEPH II, LEPH III, LEPH IV, Mr. Crate, and Mr. Kalichstein shared voting and dispositive power with respect to 8,960,859 shares and 12,226,430 shares, respectively; (ii) Mr. Murphy shared voting and dispositive power with respect to 8,965,859 and 12,231,426 shares, respectively; (iii) LCS shared voting and dispositive power with respect to 4,996 shares; and (iv) that none of such parties held sole voting or dispositive power with respect to any of such shares. The address of Levin Easterly is 595 Madison Avenue, 17th Floor, New York, NY 10022.

(2)

Based solely on the most recently available Schedule 13G/A filed with the SEC on February 8, 2019 by PRIMECAP Management Company (“PRIMECAP”). Such Schedule 13G/A reported sole voting power with respect to 4,666,832 shares, sole dispositive power with respect to 6,671,043 shares, and no shared voting or dispositive power. PRIMECAP is an investment advisor in accordance with Rule 13d-1(b). The address of PRIMECAP is 177 E. Colorado Blvd., 11th Floor, Pasadena, CA 91105.

(3)

Based solely on the most recently available Schedule 13G/A filed with the SEC on February 14, 2019 by Neuberger Berman Group LLC, filing jointly with Neuberger Berman Investment Advisers LLC. Such Schedule 13G/A reported shared voting power with respect to 4,392,178 shares, shared dispositive power with respect to 5,464,974 shares, and no sole voting or dispositive power. The address of Neuberger Berman Group LLC is 1290 Avenue of the Americas, New York, NY 10104.

(4)

Consists of 151,458 shares held by Stephen Christopher Linthwaite, options to purchase 254,761 shares of common stock that are exercisable within 60 days of April 8, 2019, and 12,562 restricted stock units scheduled to vest within 60 days of April 8, 2019.

(5)

Consists of 36,862 shares held by the Barthelemy 2001 Trust, of which Mr. Barthelemy is a trustee, options to purchase 26,100 shares of common stock that are exercisable within 60 days of April 8, 2019, and 6,100 restricted stock units that are scheduled to vest within 60 days of April 8, 2019.

(6)

Consists of 8,000 shares held by Gerhard F. Burbach, options to purchase 85,600 shares of common stock that are exercisable within 60 days of April 8, 2019, and 30,215 restricted stock units that are vested or scheduled to vest within 60 days of April 8, 2019 and with respect to which Mr. Burbach has deferred settlement as described in “Compensation of Directors — RSUs in Lieu of Cash and RSU Deferral.”

(7)

Consists of 95,771 shares held by Samuel D. Colella, 5,561 shares held by The Colella Family Partners, L.P., of which Mr. Colella is the general partner, 53,395 shares held by the Colella Family Exempt Marital Deduction Trust dated 9/21/ 1992 of which Mr. Colella is a trustee, 3,326 shares held by the Colella Family Non-Exempt Marital Deduction Trust dated 9/21/1992 of which Mr. Colella is a trustee, options to purchase 40,950 shares of common stock that are exercisable within 60 days of April 8, 2019, and 6,100 restricted stock units that are scheduled to vest within 60 days of April 8, 2019.

(8)

Explanation of Responses:

Consists of 13,000 shares held by Patrick S. Jones, options to purchase 109,600 shares of common stock that are exercisable within 60 days of April 8, 2019, and 6,100 restricted stock units that are scheduled to vest within 60 days of April 8, 2019.

(9)

Consists of 27,364 shares held by Carlos V. Paya, options to purchase 26,100 shares of common stock that are exercisable within 60 days of April 8, 2019, and 6,100 restricted stock units that are scheduled to vest within 60 days of April 8, 2019.

(10)

Consists of 35,411 shares held by Vikram Jog, 52,061 shares held by the Vikram and Pratima Jog Family Trust U/A dated June 23, 2009, of which Mr. Jog is a trustee, options to purchase 68,029 shares of common stock that are exercisable within 60 days of April 8, 2019, and 4,751 restricted stock units scheduled to vest within 60 days of April 8, 2019.

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- (11)  
Consists of 34,824 shares held by Nicholas Khadder, options to purchase 38,509 shares of common stock that are exercisable within 60 days of April 8, 2019, and 4,901 restricted stock units scheduled to vest within 60 days of April 8, 2019.
- (12)  
Consists of options to purchase 29,168 shares of common stock that are exercisable within 60 days of April 8, 2019 and 12,500 restricted stock units scheduled to vest within 60 days of April 8, 2019.
- (13)  
Consists of 57,112 shares held by Steven C. McPhail, options to purchase 28,409 shares of common stock that are exercisable within 60 days of April 8, 2019, and 3,720 restricted stock units scheduled to vest within 60 days of April 8, 2019.
- (14)  
Consists of 574,145 shares beneficially owned by current directors, current executive officers, and named executive officers, options held by current directors and executive officers to purchase 707,226 shares of common stock that are exercisable within 60 days of April 8, 2019, 68,934 restricted stock units held by current directors and executive officers that are scheduled to vest within 60 days of April 8, 2019, and 24,115 vested restricted stock units with respect to which settlement has been deferred.

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OTHER MATTERS

We know of no other matters to be submitted at the 2019 Annual Meeting. If any other matters properly come before the 2019 Annual Meeting, it is the intention of the persons named in the proxy to vote the shares they represent as the Board of Directors may recommend. Discretionary authority with respect to such other matters is granted by a properly submitted proxy.

It is important that your shares be represented at the 2019 Annual Meeting, regardless of the number of shares that you hold. You are, therefore, urged to vote as promptly as possible to ensure your vote is recorded.

THE BOARD OF DIRECTORS

South San Francisco, California

April 23, 2019

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Exhibit I

FLUIDIGM CORPORATION

2011 EQUITY INCENTIVE PLAN

(As amended and restated, subject to, and contingent upon,  
stockholder approval at the 2019 Annual Meeting of Stockholders)

1. Purposes of the Plan. The purposes of this Plan are (a) to attract and retain the best available personnel for positions of substantial responsibility, (b) to provide additional incentive to Employees, Directors and Consultants, and (c) to promote the success of the Company's business. The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Units and Performance Shares.

2. Definitions. As used herein, the following definitions will apply:

(a) "Administrator" means the Board or any of its Committees as may administer the Plan in accordance with Section 4 hereof.

(b) "Applicable Laws" means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

(c) "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units or Performance Shares.

(d) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(e) "Board" means the Board of Directors of the Company.

(f) "Change in Control" means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection (i), the acquisition of additional stock by any one Person, who is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change in Control; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the

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asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the state of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder shall include such section or regulation, any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(h) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board in accordance with Section 4 hereof.

(i) "Common Stock" means the common stock of the Company.

(j) "Company" means Fluidigm Corporation, a Delaware corporation, or any successor thereto.

(k) "Consultant" means any person, including an advisor, engaged by the Company or a Parent or Subsidiary to render services to such entity.

(l) "Director" means a member of the Board.

(m) "Disability" means total and permanent disability as defined in Section 22(e)(3) of the Code, provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(n) "Employee" means any person, including Officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(o) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(p) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have higher or lower exercise prices and different terms), Awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is increased or reduced. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

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(q) “Fair Market Value” means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable. If there are no trades on such date, the closing price on the latest preceding business day upon which trades occurred shall be the Fair Market Value.

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable.

(iii) In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

(r) “Fiscal Year” means the fiscal year of the Company.

(s) “Incentive Stock Option” means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(t) “Inside Director” means a Director who is an Employee.

(u) “Nonstatutory Stock Option” means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(v) “Officer” means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(w) “Option” means a stock option granted pursuant to the Plan.

(x) “Outside Director” means a Director who is not an Employee.

(y) “Parent” means a “parent corporation,” whether now or hereafter existing, as defined in Section 424(e) of the Code.

(z) “Participant” means the holder of an outstanding Award.

(aa) “Performance Share” means an Award denominated in Shares which may be earned in whole or in part upon attainment of performance goals or other vesting criteria as the Administrator may determine pursuant to Section 10.

(bb) “Performance Unit” means an Award which may be earned in whole or in part upon attainment of performance goals or other vesting criteria as the Administrator may determine and which may be settled for cash, Shares or other securities or a combination of the foregoing pursuant to Section 10.

(cc) “Period of Restriction” means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(dd) “Plan” means this 2011 Equity Incentive Plan, as amended and restated at the 2019 Annual Meeting of Stockholders.

(ee) “Restatement Effective Date” means the date of the Company’s 2019 Annual Meeting of Stockholders.

(ff) “Restricted Stock” means Shares issued pursuant to a Restricted Stock award under Section 7 of the Plan, or issued pursuant to the early exercise of an Option.

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(gg) “Restricted Stock Unit” means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 8. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(hh) “Rule 16b-3” means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(ii) “Section 16(b)” means Section 16(b) of the Exchange Act.

(jj) “Service Provider” means an Employee, Director or Consultant.

(kk) “Share” means a share of the Common Stock, as adjusted in accordance with Section 13 of the Plan.

(ll) “Stock Appreciation Right” means an Award, granted alone or in connection with an Option, that pursuant to Section 9 is designated as a Stock Appreciation Right.

(mm) “Subsidiary” means a “subsidiary corporation,” whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Stock Subject to the Plan.

(a) Stock Subject to the Plan. Subject to the provisions of Section 13 of the Plan, the maximum aggregate number of Shares that may be issued under the Plan as of the Restatement Effective Date is (i) 4,950,644 Shares, plus (ii) any Shares that, as of immediately prior to the Restatement Effective Date, were available for grant under the pre-existing version of the 2011 Equity Incentive Plan (prior to this amendment and restatement) (the “Existing Plan”), with the maximum number of Shares to be added to the Plan pursuant to clause (ii) equal to 1,396,356 Shares. The Shares may be authorized, but unissued, or reacquired Common Stock.

(b) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full or, with respect to Restricted Stock, Restricted Stock Units, Performance Units or Performance Shares, is forfeited to or repurchased by the Company due to failure to vest, the unpurchased Shares (or for Awards other than Options or Stock Appreciation Rights the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). With respect to Stock Appreciation Rights, only Shares actually issued (i.e., the net Shares issued) pursuant to a Stock Appreciation Right will cease to be available under the Plan; all remaining Shares under Stock Appreciation Rights will remain available for future grant or sale under the Plan (unless the Plan has terminated). Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if Shares issued pursuant to Awards of Restricted Stock, Restricted Stock Units, Performance Shares or Performance Units are repurchased by the Company or are forfeited to the Company, such Shares will become available for future grant under the Plan. Shares used to pay the exercise price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment as provided in Section 13, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3(a), plus, to the extent allowable under Section 422 of the Code and the Treasury Regulations promulgated thereunder, any Shares that become available for issuance under the Plan pursuant to Sections 3(b) and 3(c).

(c) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

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4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees may administer the Plan with respect to different groups of Service Providers.

(ii) Rule 16b-3. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, such transactions will be structured to satisfy the requirements for exemption under Rule 16b-3.

(iii) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee constituted to satisfy Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine the Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii) to determine the number of Shares to be covered by each Award granted hereunder;

(iv) to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;

(vi) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(vii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(viii) to modify or amend each Award (subject to Section 18 of the Plan), including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards and to extend the maximum term of an Option (subject to Section 6(b) of the Plan);

(ix) to allow Participants to satisfy tax withholding obligations in such manner as prescribed in Section 14 of the Plan;

(x) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xi) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant under an Award; and

(xii) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The decisions, determinations, and interpretations of the Administrator will be final and binding on all Participants and any other holders of Awards.

(d) Limitations on Administrative Authority. Notwithstanding anything herein to the contrary, the Administrator shall be limited as follows:

(i) Exchange Program. The Administrator may not implement an Exchange Program.

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(ii) No Dividends or Dividend Equivalents Paid on Unvested Awards. No dividends or dividend equivalents shall be paid on any unvested Awards. Any dividends or dividend equivalents may be declared or accrue on unvested Awards, but shall not be paid until the vesting of such Awards.

(iii) Outside Director Limitations. No Outside Director may be paid, issued or granted, in any Fiscal Year, Awards with an aggregate value greater than \$400,000 (with the value of each Award based on its grant date fair value (determined in accordance with U.S. generally accepted accounting principles)), except that such limit will be increased to \$500,000 in the Fiscal Year of his or her initial service as an Outside Director. Any Awards granted to an individual for his or her services as an Employee, or for his or her services as a Consultant (other than as an Outside Director), will not count for purposes of the limitation under this Section 4(d)(iii).

5. Eligibility. Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Shares and Performance Units may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

(a) Limitations. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars (\$100,000), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(a), Incentive Stock Options will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted.

(b) Term of Option. The term of each Option will be stated in the Award Agreement. In the case of any Option (whether Incentive Stock Option or Nonstatutory Stock Option), the maximum term will be ten (10) years from the date of grant or such shorter term as may be provided in the Award Agreement. Moreover, in the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(c) Option Exercise Price and Consideration.

(i) Exercise Price. The per share exercise price for the Shares to be issued pursuant to exercise of an Option will be determined by the Administrator, subject to the following:

(1) In the case of an Incentive Stock Option

a) granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant.

b) granted to any Employee other than an Employee described in paragraph (A) immediately above, the per Share exercise price will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(2) In the case of a Nonstatutory Stock Option, the per Share exercise price will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(3) Notwithstanding the foregoing, Options may be granted with a per Share exercise price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code.

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(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash; (2) check; (3) other Shares, provided that such Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option will be exercised and provided that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator may determine in its sole discretion; (4) consideration received by the Company under a broker-assisted (or other) cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (5) by net exercise; (6) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws; or (7) any combination of the foregoing methods of payment.

(d) Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable withholding taxes). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan. Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for three (3) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent the Option is vested on the date of

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termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for twelve (12) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised following the Participant's death within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of death (but in no event may the option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's designated beneficiary, provided such beneficiary has been designated prior to Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. In the absence of a specified time in the Award Agreement, the Option will remain exercisable for twelve (12) months following Participant's death. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

7. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

(c) Transferability. Except as provided in this Section 7 or in the Award Agreement, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions. Except as otherwise provided in this Section 7, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise, subject to Section 4(d)(ii). If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

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(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

**8. Restricted Stock Units.**

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. After the Administrator determines that it will grant Restricted Stock Units under the Plan, it will advise the Participant in an Award Agreement of the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment), or any other basis determined by the Administrator in its discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as determined by the Administrator. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may only settle earned Restricted Stock Units in cash, Shares, or a combination of both.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

**9. Stock Appreciation Rights.**

(a) Grant of Stock Appreciation Rights. Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares. The Administrator will have complete discretion to determine the number of Stock Appreciation Rights granted to any Service Provider.

(c) Exercise Price and Other Terms. The per share exercise price for the Shares to be issued pursuant to exercise of a Stock Appreciation Right will be determined by the Administrator and will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. Otherwise, subject to Section 6(a) of the Plan, the Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan; provided, that the maximum term of any Stock Appreciation Right will be ten (10) years from the date of grant.

(d) Stock Appreciation Right Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement. Notwithstanding the foregoing, the rules of Section 6(b) relating to the maximum term and Section 6(d) relating to exercise also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying (i) the difference between the Fair Market Value of a Share on the date of exercise over the

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exercise price times (ii) the number of Shares with respect to which the Stock Appreciation Right is exercised. At the discretion of the Administrator, the payment upon exercise of a Stock Appreciation Right may be made in cash, in Shares of equivalent value, or in some combination thereof.

10. Performance Units and Performance Shares.

(a) Grant of Performance Units/Shares. Performance Units and Performance Shares may be granted to Service Providers at any time and from time to time, as will be determined by the Administrator, in its sole discretion. The Administrator will have complete discretion in determining the number of Performance Units and Performance Shares granted to each Participant.

(b) Value of Performance Units/Shares. Each Performance Unit will have an initial value that is established by the Administrator on or before the date of grant. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant.

(c) Performance Objectives and Other Terms. The Administrator will set performance objectives or other vesting provisions (including, without limitation, continued status as a Service Provider) in its discretion which, depending on the extent to which they are met, will determine the number or value of Performance Units/Shares that will be paid out to the Service Providers. The time period during which the performance objectives or other vesting provisions must be met will be called the "Performance Period." Each Award of Performance Units/Shares will be evidenced by an Award Agreement that will specify the Performance Period, and such other terms and conditions as the Administrator, in its sole discretion, will determine. The Administrator may set performance objectives based upon the achievement of Company-wide, divisional, or individual goals, applicable federal or state securities laws, or any other basis determined by the Administrator in its discretion.

(d) Earning of Performance Units/Shares. After the applicable Performance Period has ended, the holder of Performance Units/Shares will be entitled to receive a payout of the number of Performance Units/Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives or other vesting provisions have been achieved. After the grant of a Performance Unit/Share, the Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such Performance Unit/Share.

(e) Form and Timing of Payment of Performance Units/Shares. Payment of earned Performance Units/Shares will be made as soon as practicable after the expiration of the applicable Performance Period. The Administrator, in its sole discretion, may pay earned Performance Units/Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Shares at the close of the applicable Performance Period) or in a combination thereof.

(f) Cancellation of Performance Units/Shares. On the date set forth in the Award Agreement, all unearned or unvested Performance Units/Shares will be forfeited to the Company, and again will be available for grant under the Plan.

11. Leaves of Absence/Transfers Between Locations. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months following the first day of such leave any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

12. Transferability of Awards. Unless determined otherwise by the Administrator, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award will contain such additional terms and conditions as the Administrator deems appropriate; provided that no Award shall be transferred for value or consideration.

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13. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award, and the numerical Share limits in Section 3 of the Plan.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Change in Control. In the event of a merger or Change in Control, each outstanding Award will be treated in accordance with this Section 13(c) or as provided in an Award Agreement, including, without limitation, that each Award be assumed or an equivalent option or right substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. The Administrator will not be required to treat all Awards similarly in the transaction. In the event that the successor corporation does not assume or substitute for the Award, the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right is not assumed or substituted in the event of a Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection (c), an Award will be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) received in the Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, Performance Unit or Performance Share, for each Share subject to such Award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the Change in Control.

Notwithstanding anything in this Section 13(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

(d) Outside Director Awards. With respect to Awards granted to an Outside Director that are assumed or substituted for, if on the date of or following such assumption or substitution the Participant's status as a Director or a director of the successor corporation, as applicable, is terminated

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other than upon a voluntary resignation by the Participant (unless such resignation is at the request of the acquirer), then the Participant will fully vest in and have the right to exercise Options and/or Stock Appreciation Rights as to all of the Shares underlying such Award, including those Shares which would not otherwise be vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Performance Units and Performance Shares, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met.

14. Tax.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (a) paying cash, (b) electing to have the Company withhold otherwise deliverable cash or Shares having a fair market value not in excess of the maximum statutory amount required to be withheld, or (c) delivering to the Company already-owned Shares having a fair market value not in excess of the maximum statutory amount required to be withheld. The fair market value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

(c) Compliance With Code Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.

15. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

16. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

17. Term of Plan. Subject to Section 22 of the Plan, the Plan will become effective upon the Restatement Effective Date. It will continue in effect for a term of ten (10) years from the date adopted by the Board, unless terminated earlier under Section 18 of the Plan.

18. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

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(c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

19. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

20. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

21. Forfeiture Events.

(a) All Awards under the Plan will be subject to recoupment under the Company's current Clawback Policy and any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Laws. In addition, the Administrator may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Administrator determines necessary or appropriate, including but not limited to a reacquisition right regarding previously acquired Shares or other cash or property. Unless this Section 21(a) is specifically mentioned and waived in an Award Agreement or other document, no recovery of compensation under a clawback policy or otherwise will be an event that triggers or contributes to any right of a Participant to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company or a Subsidiary, Parent, or affiliate of the Company.

(b) The Administrator may specify in an Award Agreement that the Participant's rights, payments, and benefits with respect to an Award will be subject to reduction, cancellation, forfeiture, or recoupment upon the occurrence of specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, but will not be limited to, termination of such Participant's status as Service Provider for cause or any specified action or inaction by a Participant, whether before or after such termination of service, that would constitute cause for termination of such Participant's status as a Service Provider.

22. Stockholder Approval. This amendment and restatement of the Plan is subject to, and contingent upon, stockholder approval at the 2019 Annual Meeting of Stockholders. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

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FLUIDIGM CORPORATION Annual Meeting of Stockholders June 3, 2019 at 8:30 AM (Pacific Time) This proxy is solicited by the Board of Directors The undersigned stockholder hereby appoints Stephen Christopher Linthwaite and Vikram Jog, or either of them, as proxies, each with the power to appoint his substitute, and hereby authorizes them to represent and to vote, as designated on the reverse side of this ballot, all of the shares of common stock of FLUIDIGM CORPORATION that the stockholder is entitled to vote at the Annual Meeting of Stockholders to be held at 8:30 AM (Pacific Time) on June 3, 2019, at the offices of Fluidigm Corporation located at 7000 Shoreline Ct., Suite 100, South San Francisco, California 94080, or any adjournment or postponement thereof. THIS PROXY, WHEN PROPERLY EXECUTED, WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE STOCKHOLDER. IF NO SUCH DIRECTION IS MADE, THIS PROXY WILL BE VOTED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE BOARD OF DIRECTORS. IN THEIR DISCRETION, THE PROXIES ARE AUTHORIZED TO VOTE UPON SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE MEETING OR ANY ADJOURNMENT OR POSTPONEMENT THEREOF. Continued and to be signed, on the other side PLEASE DETACH ALONG PERFORATED LINE AND MAIL IN THE ENVELOPE PROVIDED. Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting: The Notice, Proxy Statement, and 2018 Annual Report are available at: <http://www.viewproxy.com/fluidigm/2019>

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TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS The Board of Directors recommends that you vote FOR the following nominees for Class III directors 1. Election of Directors NOMINEES: FOR all nominees WITHHOLD from all nominees FOR ALL EXCEPT\* 01 Laura M. Clague 02 Samuel D. Colella 03 Stephen Christopher Linthwaite \* INSTRUCTIONS: To withhold authority to vote for any individual nominee, mark "FOR ALL EXCEPT" and write the number of the nominee on the line below. \_\_\_\_\_ The Board of Directors

recommends that you vote FOR Proposal 2: FOR AGAINST ABSTAIN 2. To approve our executive compensation program for the year ended December 31, 2018, on an advisory (non-binding) basis. The Board of Directors recommends that you vote FOR Proposal 3: FOR AGAINST ABSTAIN 3. To approve an amendment and restatement of our 2011 Equity Incentive Plan to increase the shares reserved thereunder and to make certain other changes. The Board of Directors recommends that you vote FOR Proposal 4: FOR AGAINST ABSTAIN 4. To ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for the year ending December 31, 2019. NOTE: This proxy, when properly executed, will be voted in the manner directed herein. If no direction is made, this proxy will be voted FOR the election of all three nominees for Class III directors and FOR Proposals 2, 3, and 4. The proxy holders may vote in their discretion with regard to any other matter properly brought before the meeting or at any adjournment or postponement thereof. The Board of Directors recommends that you vote FOR the following nominees for Class III directors: I plan to attend the meeting Please sign exactly as your name(s) appear(s) on this proxy card. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name, by authorized officer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if held jointly) Date:

\_\_\_\_\_, 2019 PLEASE DETACH ALONG

PERFORATED LINE AND MAIL IN THE ENVELOPE PROVIDED. CONTROL NUMBER INTERNET Vote by Internet, telephone or mail 24 hours a day, 7 days a week. Your phone or Internet vote authorizes the named proxies to vote your shares in the same manner as if you marked, signed and returned your proxy card. Votes submitted electronically over the Internet or by telephone must be received by 11:59 PM (Pacific Time) on June 2, 2019. PROXY SUBMISSION INSTRUCTIONS Please have your 11 digit control number ready when submitting your proxy by Internet or telephone. INTERNET Submit Your Proxy on the Internet: Go to [www.AALvote.com/FLDM](http://www.AALvote.com/FLDM) Have your proxy card available when you access the above website. Follow the prompts to submit your proxy. TELEPHONE Submit Your Proxy on the Call 1 (866) 804-9616 Use any touch tone telephone to vote your proxy. Have your proxy card available when you call. Follow the voting instructions to submit your shares. MAIL Vote Your Proxy by Mail: Mark, Sign, and date your proxy card, then detach it, and return it in the postage-paid envelope provided.