

DATED _____ 2019

MARTYN LEIGH SHAW

- AND -

NIGHTSTAR THERAPEUTICS PLC

AGREEMENT

**FOR THE OFF-MARKET SALE AND PURCHASE
OF SHARES IN THE CAPITAL OF**

NIGHTSTAR THERAPEUTICS PLC

**SKADDEN, ARPS, SLATE, MEAGHER & FLOM (UK) LLP
40 BANK STREET,
CANARY WHARF,
LONDON E14 5DS**

THIS AGREEMENT is made on _____ 2019

BETWEEN:

- (1) **NIGHTSTAR THERAPEUTICS PLC**, a public limited company incorporated and registered in England and Wales under company number 10852952, whose registered office is at 10 Midford Place, London W1T 5BJ (the “**Purchaser**”); and
- (2) **MARTYN LEIGH SHAW**, of [•] (the “**Seller**”).

WHEREAS:

- (A) The Seller is the registered holder of 10,321 deferred shares of £0.01 each (the “**Shares**”) in the capital of the Purchaser.
- (B) The Seller has agreed to sell and the Purchaser has agreed to purchase the Shares for cancellation on the terms of this Agreement.

IT IS AGREED as follows:

1. SALE AND PURCHASE OF THE SHARES

- 1.1 The Seller shall sell, and the Purchaser shall purchase, the Shares on the terms subject to the conditions of this Agreement.
- 1.2 The Seller shall sell the Shares with full title guarantee together with all benefits and rights (including any entitlement to receive all accrued but unpaid dividends, distributions or return of capital) and the Purchaser shall purchase the Shares with effect from and including Completion.
- 1.3 The Seller warrants that the Shares are free from any mortgage, pledge, lien, charge (whether fixed or floating), option, restriction, right of first refusal, right of pre-emption, third party right or interest or other encumbrance or security interest of any kind, and any other third party rights.
- 1.4 As between the parties, and to the extent permitted by applicable law, the Seller waives any rights or restrictions conferred upon it which may exist in relation to the Shares under the articles of association of the Company or otherwise.
- 1.5 The consideration for the Shares shall be the sum of £0.01 (the “**Consideration**”).
- 1.6 The Purchaser undertakes to the Seller that in complying with its obligations under this Agreement it will comply in all respects with the relevant provisions of the Companies Act 2006.

2. COMPLETION

- 2.1 Completion of the sale and purchase of the Shares shall take place at the offices of the Purchaser’s solicitors promptly following execution of this Agreement (“**Completion**”), whereupon:
 - (a) the Seller shall deliver duly executed transfers of the Shares in favour of the Purchaser; and
 - (b) the Purchaser shall satisfy its obligation to pay the Consideration due in respect of the Shares by payment on demand to such account or in such manner as the Seller shall nominate or otherwise confirm.
- 2.2 The Purchaser shall bear all professional costs and charges relating to this Agreement, and shall also pay all stamp duties falling due in respect of completion of the purchase of the Shares in accordance with this Agreement.

3. FURTHER ASSURANCE

Without prejudice to any other provision of this Agreement, the Seller shall, on being required to do so by the Purchaser, do or procure the doing of all such acts and execute or procure the execution of such documents as the Purchaser may from time to time reasonably require in order to vest any of the Shares in the Purchaser (or its nominee) or as otherwise may be necessary to implement and give full effect to this Agreement.

4. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

5. ENTIRE AGREEMENT

5.1 Each of the parties to this Agreement confirms that the content of this Agreement as expressly set out herein represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and the transactions contemplated by it, and supersedes all previous agreements, understandings or arrangements (whether express, implied, oral or written (whether or not in draft form)) between the parties with respect thereto which shall cease to have any further force or effect and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

5.2 Each party confirms that:

- (a) in entering into this Agreement it has agreed not to rely on any representation (including without limitation any misrepresentation or any misstatement), warranty, collateral contract, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in this Agreement; and
- (b) neither party has any right or remedy (whether by way of a claim for contribution or otherwise) for misrepresentation (whether negligent or otherwise, and whether made prior to, or in, this Agreement).

5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. COUNTERPARTS

This Agreement may be executed in counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but the counterparts shall together constitute one and the same instrument.

7. GOVERNING LAW AND JURISDICTION

7.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

7.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been signed on behalf of each of the parties by a duly authorised signatory on the date first stated above.

SIGNED by [*name of attorney*] as attorney for and on behalf of **MARTYN LEIGH SHAW** under a power of attorney dated 30 August 2017:

.....
Signature

.....
Print name
Attorney for **MARTYN LEIGH SHAW**

SIGNED by [*name of director*] for and on behalf of **NIGHTSTAR THERAPEUTICS PLC**:

.....
Signature
Director