UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT TO
SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **February 23, 2022**

AMICUS THERAPEUTICS, INC.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	001-33497	71-0869350
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

3675 Market Street, Philadelphia, PA 19104
(Address of Principal Executive Offices, and Zip Code)

215-921-7600
Registrant's Telephone Number, Including Area Code

(Former Name or Former Address, if Changed Since Last Report.)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock Par Value $0.01	FOLD	NASDAQ

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Introductory Note.

As previously announced, on September 29, 2021, Amicus Therapeutics, Inc., a Delaware corporation (the "Company"), ARYA Sciences Acquisition Corp IV, a Cayman Islands exempted company ("ARYA"), Amicus GT Holdings, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Company ("Amicus GT"), and Caritas Therapeutics, LLC, a Delaware limited liability company and wholly-owned subsidiary of Amicus GT ("Caritas"), entered into a Business Combination Agreement (as amended, supplemented or otherwise modified, the "Business Combination Agreement"), pursuant to which, among other things and subject to the terms and conditions contained therein, the Company would undertake a restructuring and transfer certain entities and assets to Caritas, ARYA would domesticate as a Delaware corporation and change its name to Caritas Therapeutics, Inc. ("New Caritas"), and other transactions would occur, resulting in substantially all of the assets and business of New Caritas being held by Caritas and operating through Caritas and the subsidiaries of Caritas, and New Caritas being a publicly listed holding company that would hold equity interests in Caritas.

Item 1.01 – Entry into a Material Definitive Agreement.

The disclosure set forth below under Items 1.02 of this Current Report on Form 8-K is incorporated by reference herein.

Item 1.02 – Termination of a Material Definitive Agreement.

On February 23, 2022, the Company and ARYA entered into a Termination Agreement (the "Termination Agreement") pursuant to which the parties mutually agreed to terminate the Business Combination Agreement due to unfavorable market conditions, effective immediately.

As a result of the termination of the Business Combination Agreement, the Business Combination Agreement is of no further force and effect, with the exception of (a) Section 6.5(a) (Confidentiality; Access to Information), Section 9.2, Article XI (Miscellaneous) and Article I (Definitions) (to the extent related to the foregoing), each of which shall survive such termination and remain valid and binding obligations of the Company and ARYA in accordance with their terms and (b) the Mutual Confidentiality Agreement, dated as of July 19, 2021, by and between the Company and ARYA, which shall survive such termination and remain a valid and binding obligation of the parties thereto in accordance with its terms. The Termination Agreement also included a mutual release, pursuant to which the Company and ARYA each released the other from any claims and liabilities under the Business Combination Agreement. Neither party will be required to pay the other a termination fee as a result of the mutual decision to enter into the Termination Agreement.

The termination of the Business Combination Agreement also terminates that certain Sponsor Letter Agreement, dated September 29, 2021, by and among (i) ARYA, (ii) ARYA Sciences Holdings IV ("ARYA Sponsor"), (iii) each other holder of Class B ordinary shares of ARYA (the "Other Class B Shareholders" and with ARYA Sponsor, the "Class B Shareholders"), (iv) each of Joseph Edelman, Adam Stone, Michael Altman and Konstantin Poukalov (with the Class B Shareholders, the "Insiders") and (v) Amicus GT (the "Sponsor Letter Agreement"), which was executed concurrently with the Business Combination Agreement, with the exception of Section 6(i) and Section 6(iii) (Termination), which shall survive such termination and remain valid and binding obligations of the parties thereto in accordance with their terms.

The termination of the Business Combination Agreement also makes void and terminates that certain Investor Rights Agreement, dated September 29, 2021, by and among ARYA, Caritas, Perceptive Life Sciences Master Fund, Ltd., ARYA Sponsor, Amicus GT and the other parties thereto (the "Investor Rights Agreement"), which was executed concurrently with the Business Combination Agreement.

The foregoing descriptions of the Termination Agreement, the Sponsor Letter Agreement and the Investor Rights Agreement do not purport to be complete and are qualified in their entirety by the terms and conditions of, respectively, the Termination Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated by reference herein, the Sponsor Letter Agreement, a copy of which was previously filed as Exhibit 10.2 to the Company's Current Report on Form 8-K on September 29, 2021, and the Investor Rights Agreement, a copy of which was previously filed as Exhibit 10.6 to the Company's Current Report on Form 8-K on September 29, 2021.

Item 2.02 – Results of Operations and Financial Condition.

On February 24, 2022, the Company issued a press release announcing its financial results for the fiscal year ended December 31, 2021. A copy of this press release is attached hereto as Exhibit 99.1. The Company will host a conference call and webcast on February 24, 2022 to discuss its full year results of operations. A copy of the conference call presentation materials is attached hereto as Exhibit 99.2. Both Exhibit 99.1 and Exhibit 99.2 are incorporated herein by reference.

In accordance with General Instruction B.2. of Form 8-K, the information in this Current Report on Form 8-K and Exhibits 99.1 and 99.2 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

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

John F. Crowley

John F. Crowley, who has served as a Director, Chairman and Chief Executive Officer of the Company since February 2010 and Chief Executive Officer since January 2005 (except for a period from April 2011 through August 2011 during which time he served as Executive Chairman), will remain CEO of the Company until August 1, 2022 (the "Effective Date"), at which time Mr. Crowley will transition to the role of Executive Chair of the Board of Directors (the "Board"), and Bradley L. Campbell will succeed Mr. Crowley as CEO.

In connection with Mr. Crowley's Executive Chair appointment, on February 23, 2022, Mr. Crowley entered into a new employment agreement with the Company (the "Executive Chair Agreement"). The Executive Chair Agreement will become effective on the Effective Date. Prior to the Effective Date, Mr. Crowley's existing Employment Agreement, dated April 23, 2014, as amended, will remain in effect. Under the terms of the Executive Chair Agreement, Mr. Crowley will continue as an employee of the Company until July 31, 2024 and, subject to the termination provisions below, be entitled to (i) an annual base salary of $500,000 in the first year, beginning as of the Effective Date, followed by a reduction in annual base salary to $300,000 in the second year; (ii) receive his 2022 annual cash bonus, with a target opportunity of 65% of base salary (pro-rated to reflect the two levels of base salary in effect for the 2022 year), with the actual amount determined by the compensation committee of the Board; Mr. Crowley will not be eligible for any further annual cash bonuses during the term of the Executive Chair Agreement; (iii) receive annual equity awards in 2023 and 2024 from the Company which have an aggregate grant date fair value of $5.5 million and $4.2 million, respectively, and consist of 50% restricted stock units and 50% stock options; each of these awards will vest on the first anniversary of the grant date; and (iv) continue on Company health plans and continue to receive the current $800,000 yearly medical benefit (the "Medical Benefit") for the care of his children. At the conclusion of Mr. Crowley's service pursuant to the Executive Chair Agreement, all outstanding equity held by Mr. Crowley that is not then vested shall vest in full.

The Executive Chair Agreement provides that if Mr. Crowley's employment is terminated for any reason, Mr. Crowley will be entitled to (1) all accrued but unpaid base salary, (2) unreimbursed expenses and (3) other accrued but unpaid obligations under the Company's employee plans ((1)-(3), collectively, "Chair Accrued Amounts"). If Mr. Crowley's employment is terminated by the Company without Cause (as defined in the Executive Chair Agreement) and not within 12 months after a "Change in Control Event" (as defined in the Executive Chair Agreement), Mr. Crowley will be entitled to (1) the Chair Accrued Amounts, (2) payment of an amount equal to his base salary and Medical Benefit remaining to be paid under the Executive Chair Agreement for the remainder of the term at the time of termination (generally payable within 60 days following termination), (3) immediately prior to the date of termination, the accelerated vesting of any of the following held by Mr. Crowley (i) stock options; (ii) restricted stock units; or (iii) performance restricted stock units, determined at the applicable performance targets or such greater amounts as determined in the Board's sole discretion ((2)-(3) collectively the "Chair Severance Benefits"), (4) delivery of any equity grants remaining to be made under the Executive Chair Agreement, which shall be fully vested at the time of grant, or in the Board's discretion a payment in cash equal to the grant date value of any such ungranted equity award (generally payable on the Company's next regular payday following 60 days from the date of termination), (5) to the extent Mr. Crowley is enrolled in Company benefits plan at the time of termination, the continuation of participation in such benefits plans for Mr. Crowley and his dependents through the term of the Executive Chair Agreement and 12 additional months thereafter ((5), the "Chair Healthcare Benefits"). If Mr. Crowley's employment is terminated by the Company without Cause or by Mr. Crowley for Good Reason (as defined in the agreement), in each case within 12 months of a Change in Control Event (as defined in the agreement), Mr. Crowley will be entitled to (1) the Chair Accrued Amounts, (2) Chair Severance Benefits, (3) delivery of the cash equivalent of the grant date value of any equity grants remaining to be made under the Executive Chair Agreement at the time of termination (generally payable on the Company's next regular payday following 60 days from the date of termination), and (4) the Chair Healthcare Benefits.

The foregoing description of the Executive Chair Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Executive Chair Agreement, which is attached hereto as Exhibit 10.2 and is incorporated by reference herein.

Bradley L. Campbell

Effective August 1, 2022, Bradley L. Campbell, who has served as a member of the Company's Board since June 2018 and as President and Chief Operating Officer since January 2015, and Chief Operating Officer since December 2013, will be named Chief Executive Officer of the Company pursuant to a new employment agreement he will enter into with the Company (the "CEO Employment Agreement"). The CEO Employment Agreement will supersede and replace Mr. Campbell's prior employment agreement with the Company. The Company expects that the terms of the CEO Employment Agreement will be materially consistent with those disclosed in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 29, 2021. Such terms are reproduced below.

Under the terms of the CEO Employment Agreement, Mr. Campbell will be (i) entitled to an initial annual base salary of $625,000; and (ii) eligible to receive an annual cash bonus, with a target opportunity of 100% of base salary, with the actual amount determined by the compensation committee of the Board.

The CEO Employment Agreement provides that if Mr. Campbell's employment is terminated for any reason, Mr. Campbell will be entitled to (1) all accrued but unpaid base salary, (2) unreimbursed expenses and (3) other accrued obligations under the Company's employee plans ((1)-(3), collectively, "CEO Accrued Amounts"). If Mr. Campbell's employment is terminated by the Company without Cause (as defined in the CEO Employment Agreement) and not within 12 months after a "Change in Control Event" (as defined in the CEO Employment Agreement), Mr. Campbell will be entitled to (1) the CEO Accrued Amounts, (2) payment of an amount equal to his then current base salary (generally payable over 18 months following termination), (3) payment of a bonus equal to 150% of the target bonus for the calendar year in which such termination occurs pro-rated for the number of days actually worked in the year of termination (generally payable within 75 days following termination), (4) the accelerated vesting of any Company stock options and restricted Company stock units held by Mr. Campbell that were scheduled to vest within 12 months following such termination and (5) the continuation of employee benefits plans for a period of 18 months after the date of termination ((2)-(5), collectively, the "CEO Severance Benefits"). Under the terms of the CEO Employment Agreement, if Mr. Campbell's employment is terminated by the Company without Cause or by Mr. Campbell for Good Reason (as defined in the agreement) within 12 months of a Change in Control Event (as defined in the agreement), Mr. Campbell will be entitled to (1) the CEO Accrued Amounts and (2) payment of an amount equal to 2 times his then current base salary (generally payable over 24 months following termination), (3) a lump sum payment of an amount equal to 200% of the target bonus for the calendar year in which such termination occurs (generally payable within 75 days following termination), (4) the accelerated vesting of any Amicus stock options and restricted stock grants held by Mr. Campbell; and (5) the continuation of employee benefits plans for a period of 24 months after the date of termination ((2)-(5), collectively, the "CEO Change in Control Severance Benefits"). The payment of CEO Severance Benefits or CEO Change in Control Severance Benefits are contingent on Mr. Campbell signing and not revoking a release of claims in favor of the Company.

Mr. Campbell will also receive a one-time promotion grant of Company equity valued at $2 million, comprised of 50% Company stock options and 50% restricted stock units, which will vest (subject to continued employment) in accordance with the terms and conditions of the applicable Company equity plans.

Forward Looking Statements

This Current Report on Form 8-K contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. The inclusion of forward-looking statements should not be regarded as a representation by us that any of our plans will be achieved. Any or all of the forward-looking statements in this press release may turn out to be wrong and can be affected by inaccurate assumptions we might make or by known or unknown risks and uncertainties. All forward-looking statements are subject to risks detailed in our Annual Report on Form 10-K for the year ended December 31, 2020 and the Quarterly Report filed on Form 10-Q for the quarter ended September 30, 2021. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. All forward-looking statements are qualified in their entirety by this cautionary statement, and we undertake no obligation to revise or update this news release to reflect events or circumstances after the date hereof.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1	Termination Agreement, dated as of February 23, 2022, by and between ARYA and the Company
10.2	Employment Agreement, dated February 23, 2022, by and between the Company and John F. Crowley
99.1	Press Release, dated February 24, 2022
99.2	February 24, 2022 Conference Call Presentation Materials
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Signature Page

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

AMICUS THERAPEUTICS, INC.

Date: February 24, 2022

By: /s/ Ellen S. Rosenberg
Name: Ellen S. Rosenberg
Title: Chief Legal Officer and Corporate Secretary

Exhibit 10.1

Execution Version

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (the "Agreement"), dated as of February 23, 2022, is made by and between ARYA Sciences Acquisition Corp IV ("ARYA") and Amicus Therapeutics, Inc. (the "Company").

W I T N E S E T H:

WHEREAS, ARYA and the Company entered into that certain Business Combination Agreement, dated as of September 29, 2021 (the "Combination Agreement"), by and among ARYA, the Company, Amicus GT Holdings, LLC and Caritas Therapeutics, LLC. Each capitalized term used but not defined herein has the meaning given to it in the Combination Agreement.

WHEREAS, the Closing has not occurred as of the date of this Agreement and ARYA and the Company wish to terminate the Combination Agreement and the Additional Agreements that have been executed as of the date hereof, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties accordingly agree as follows:

Section 1. In accordance with Section 9.1(a) (Termination) and Section 9.2 (Effect of Termination) of the Combination Agreement and subject to the terms set forth in this Agreement, ARYA and the Company hereby mutually agree to terminate the Combination Agreement effective as of the date of this Agreement.

Section 2. As a consequence of termination of the Combination Agreement, effective as of the date of this Agreement, the entire Combination Agreement and any Additional Agreements that have been executed as of the date hereof shall become void (and there shall be no Liability or obligation on the part of the Parties and their respective Representatives) with the exception of, (a) in the case of the Combination Agreement, Section 6.5(a) (Confidentiality; Access to Information), Section 9.2, Article XI (Miscellaneous) and Article I (Definitions) (to the extent related to the foregoing), each of which shall survive such termination and remain valid and binding obligations of the Parties in accordance with their terms, (b) in the case of the Sponsor Letter Agreement, in accordance with Section 6(i) and Section 6(iii) of the Sponsor Letter Agreement and (c) the Confidentiality Agreement, which shall survive such termination and remain a valid and binding obligation of the parties thereto in accordance with its terms.

Section 3. Except with respect to the obligations that shall survive termination as set forth in Section 2, each of ARYA and the Company hereby releases and forever acquits and discharges the other and any of its respective shareholders, partners, officers, directors, agents, employees, representatives, attorneys-in-fact or advisors from any and all liability, claims, actions, debts, contracts, obligations, causes of action, suits, joinders, damages, losses, costs, expenses, contributions, judgments and rights, at law, whether known or unknown in favor of such party to the Combination Agreement and such party's affiliates and representatives, with respect to or arising out of such other party's rights and obligations, directly or indirectly, under the Combination Agreement or the Additional Agreements.

Section 4. With respect to the subject matter hereof, this Agreement embodies the complete agreement of the parties hereto and supersedes any prior understandings, agreements or representations by or between the parties hereto, written or oral, which are related to the subject matter hereof.

Section 5. Sections 11.7, 11.12, 11.16 and 11.18 of the Combination Agreement are hereby incorporated by reference into this Agreement, *mutatis mutandis*.

Section 6. This Agreement may be executed in any number of counterparts (including by facsimile, ".pdf" files or other electronic transmission), all of which when taken together shall constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the day and year first above written.

AMICUS THERAPEUTICS, INC.

By: /s/ Daphne Quimi
Name: Daphne Quimi
Title: Chief Financial Officer

ARYA SCIENCES ACQUISITION CORP IV

By: /s/ Konstantin Poukalov
Name: Konstantin Poukalov
Title: Chief Business Officer

[Signature Page to Termination Agreement]

Exhibit 10.2

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of February 23, 2022, between AMICUS THERAPEUTICS, INC., a Delaware corporation having an office at 3675 Market Street, Philadelphia, PA 19104 (the "Company"), and John F. Crowley, an individual residing in […] ("Executive") (together, the "parties").

WHEREAS, the Company and the Executive previously entered into an employment agreement dated as of April 23, 2014 and amended by an amendment dated as of February 18, 2020 (the "Prior Agreement"), which set forth the terms of the Executive's employment with the Company as its Chief Executive Officer;

WHEREAS, the parties have elected not to extend the term of the Prior Agreement, and the Executive has determined to resign from his position with the Company as its Chief Executive Officer effective August 1, 2022 (the "Effective Date");

WHEREAS, on and after the Effective Date, the Executive has agreed to continue to be employed by the Company as its Executive Chairman during the Term (as defined below), and, subject to his continuing re-election by the Company's shareholders, will also continue to serve on the Board of Directors of the Company (the "Board"), and as the Chairman of the Board; and

WHEREAS, the Company and the Executive deem it desirable and appropriate to enter into this Agreement to set forth the terms of the Executive's employment with the Company as its Executive Chairman, effective as of the Effective Date.

NOW, THEREFORE, effective on the Effective Date, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Termination of Prior Agreement; Employment as Executive Chairman. Subject to and contingent on the Executive's continued employment with the Company under the terms of the Prior Agreement through the Effective Date, this Agreement shall become effective on the Effective Date. Upon effectiveness of this Agreement on the Effective Date, the Prior Agreement shall be superseded and terminate and be of no further force and effect and no severance or termination payments or benefits shall be payable under the Prior Agreement as a result of the transition described in this Agreement. Prior to the Effective Date, the Prior Agreement shall remain in full force and effect. The Executive hereby resigns and terminates his employment as Chief Executive Officer of the Company and from all other positions, offices and directorships he may have with the Company or any of its Affiliates, other than as a member and as Chairman of the Board and as Executive Chairman as described herein, and the Company, on its own behalf and on behalf of its Affiliates, hereby accepts such resignations, effective as of the Effective Date.

Section 2. Definitions. The following terms shall have the following respective meanings:

"Accrued Amounts" means, as of the termination of Executive's employment: (a) the total of any expenses properly incurred by Executive under Section 4.4(b) that have not previously been reimbursed as of the effective date of the termination; (b) the sum of Executive's accrued, but unused, vacation time, if any, as of the effective date of the termination; and (c) any accrued and unpaid Base Salary through and including the effective date of Executive's termination.

"Affiliate" shall mean any other company, directly or indirectly, controlling, controlled by or under common control with the Company.

"Cause" means Executive's: (i) willful or deliberate misconduct that has or could reasonably be expected to have a materially adverse impact on the reputation or business of the Company (or an Affiliate), or that results in gain or personal enrichment of Executive to the detriment of the Company (or an Affiliate); (ii) violation of Company policy including, but not limited to, policies prohibiting harassment and other workplace misconduct, and policies governing corporate compliance; (iii) misappropriation of the funds or assets of the Company (or an Affiliate); (iv) conviction, plea of guilty, admission to facts sufficient for a finding of guilt, or plea of no contest (or nolo contendere) to: (a) any felony, or (b) any misdemeanor involving fraud, theft, dishonesty, wrongful taking of property, embezzlement, bribery, forgery or extortion; (v) material breach of this Agreement; (vi) material breach of the Confidentiality, Non-Disclosure and Non-Competition Agreement attached as Exhibit A; (vii) breach of Executive's duty of loyalty to the Company; (viii) disqualification, bar or suspension by any governmental authority from performing any of the duties contemplated by this Agreement; (ix) material failure to perform Executive's duties or obligations hereunder (other than as a result of being Unable to Work); or (x) willful failure to adhere to or carry out lawful duties or directives of the Board. Notwithstanding anything to the contrary herein, the Company shall not be deemed to have terminated Executive for Cause for the events described above in subsections (ix) or (x) unless the Board has determined that such events are amenable to cure and given Executive written notice of the occurrence of the claimed event(s) constituting Cause and Executive has failed to cure such event(s) within fourteen (14) calendar days after Executive's receipt of such notice (or such other period as may be deemed reasonable by the Board under the circumstances and communicated to Executive). The other events described above are not subject to an opportunity to cure but the Company may, in its sole discretion, conduct an investigation into those events and provide the Executive a full opportunity to participate.

"Change in Control Event" means any of the following: (i) when any person or entity who is not currently a stockholder of the Company (as of the date of this Agreement) becomes the beneficial owner of greater than 50% of the then-outstanding voting power of the Company; (ii) when a merger or consolidation with another entity occurs that causes the voting securities of the Company outstanding immediately before the transaction to constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction; or (iii) when a sale or disposition of all or substantially all of the Company's assets occurs. Notwithstanding the foregoing, no event shall be deemed to be a Change in Control Event unless such event would also be a Change in Control under Section 409A and the rules and regulations promulgated thereunder (collectively, "Section 409") of the Internal Revenue Code of 1986, as amended (the "Code") or would otherwise be a permitted distribution event under Section 409A; provided that this sentence shall only apply to the extent required to comply with Section 409A.

"Change in Control Severance Benefits" means: (i) payment of an amount equal to the Base Salary and Special Medical Allowance remaining to be paid under this Agreement for the remainder of the Term at the time of a termination described in Section 6.3(b) or Section 6.4(a), such amount payable in a lump sum within sixty (60) calendar days after the Date of Termination, in accordance with the Company's customary payroll practices for its senior management; (ii) delivery of the equivalent grant date value of any equity grant(s) remaining to be made under Section 4.3 of this Agreement payable in a single lump sum cash payment on the Company's next regular payday for its executives that follows the expiration of sixty (60) calendar days from the Date of Termination; (iii) the accelerated vesting of stock options ("Options") held by Executive immediately prior to such termination, such that all Options will become vested as of the date of Executive's termination; (iv) the accelerated vesting of restricted stock or restricted stock unit grants ("Restricted Grants") held by Executive immediately prior to such termination, such that all Restricted Grants will become vested as of the date of Executive's termination; (v) the accelerated vesting of performance restricted stock units ("PRSUs") held by Executive immediately prior to such termination at the applicable performance targets or such greater amounts as determined by the Board of Directors in their sole discretion; and (vi) in the event that Executive is enrolled in any of the Company's group health benefits plans as of the effective date of Executive's termination, then Executive and Executive's dependents shall continue to receive all benefits including but not limited to health care and medical benefits and will remain eligible to continue their participation in such plans after Executive's date of termination, and such benefits shall not be reduced in any manner whatsoever including but not limited to the coverage provided for medicines, private duty nursing and durable medical equipment for the disabled dependents of Executive and the Company will pay the full premiums otherwise payable for such coverage for twelve (12) months following termination described in Section 6.3(b) or Section 6.4(a). For clarity, the benefit continuation in (vi) in this paragraph does not include any payment of the Special Medical Allowance for the 12-month benefit continuation period. Thereafter, the Company will allow Executive and Executive's dependents to continue as members of those plans at Executive's expense in accordance with the terms of those plans and the Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period up to twenty-nine (29) months. Notwithstanding any other provision of this Agreement, Executive's receipt of Change in Control Severance Benefits is subject to Section 6.6.

"Good Reason" means the occurrence of the following event without Executive's consent: the Company's material change of Executive's authority, duties, or responsibilities as set forth in this Agreement or a material breach by the Company of the terms of this Agreement. Notwithstanding anything to the contrary herein, Executive shall not be deemed to have resigned for Good Reason unless: (a) Executive had provided to the Company written notice within thirty (30) calendar days of the occurrence of the claimed event(s) constituting Good Reason, specifying in detail the basis for such Good Reason; (b) the Company fails to cure the Good Reason within thirty (30) calendar days after its receipt of such notice, and (c) Executive terminates employment within sixty (60) calendar days after providing notice to Company of the claimed event(s) constituting Good Reason.

"Severance Benefits" means (i) payment of an amount equal to Executive's Base Salary and Special Medical Allowance remaining under this Agreement for the remainder of the Term at the date of termination of employment, such amount payable in a lump sum within sixty (60) calendar days after the Date of Termination, in accordance with the Company's customary payroll practices for its senior management personnel; (ii) delivery of any equity grant(s) remaining under Section 4.3 of this Agreement which shall be fully vested at the time of grant (or, if elected by the Board in its discretion (and subject to compliance with Section 409A) a payment in cash equal to the grant date value (as expressed in Section 4.3) of any such ungranted equity award, payable in a single lump sum cash payment on the Company's next regular payday for its executives that follows the expiration of sixty (60) calendar days from the Date of Termination (iii) the accelerated vesting of Options held by Executive immediately prior to such termination such that all Options will become vested as of the date of Executive's termination; (iv) the accelerated vesting of Restricted Grants held by Executive immediately prior to such termination, such that all Restricted Grants will become vested as of the date of Executive's termination; (v) the accelerated vesting of PRSUs held by Executive immediately prior to such termination at the applicable performance targets or such greater amounts as determined by the Board of Directors in their sole discretion; and (vi) in the event that Executive is enrolled in any of the Company's group health benefits plans as of the effective date of Executive's termination, then Executive and Executive's dependents shall continue to receive all selected benefits including but not limited to health care and medical benefits and will remain eligible to continue their participation in such plans after Executive's date of termination, for a period of twelve (12) months, after Executive's date of termination, and such benefits shall not be reduced in any manner whatsoever including but not limited to the coverage provided for medicines, private duty nursing and durable medical equipment for the disabled dependents of Executive and the Company will pay the full premiums otherwise payable for such coverage during such 12 month period. For clarity, the benefit continuation in (vi) in this paragraph does not include any payment of the Special Medical Allowance for the 12-month benefit continuation period. Thereafter, the Company will allow Executive and Executive's dependents to continue as members of those plans at Executive's expense in accordance with the terms of those plans and the Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of up to twenty-nine (29) months. Notwithstanding any other provision of this Agreement, Executive's receipt of the Severance Benefits is subject to Section 6.6.

"Unable to Work" means the determination by the Company, following an interactive process, that Executive has become physically or mentally incapable of performing Executive's essential job functions, with or without a reasonable accommodation, following any period during which such status would be protected under applicable law.

Section 3. Employment.

3.1. Duties and Responsibilities. Subject to the terms and conditions of this Agreement, Executive will be employed by the Company as Executive Chairman or in such other position as may be mutually agreed upon by the parties. A Job Description setting forth Executive's duties and responsibilities is attached as Exhibit C. Executive accepts such employment and agrees to perform all of the duties and accept all of the responsibilities accompanying such position. Executive agrees to serve the Company faithfully and to the best of Executive's abilities. Executive is to be based from a home office and is expected to be available as reasonable and convenient for meetings on a regular basis, upon request by the Company or the Board, at the Company's New Jersey and Philadelphia, Pennsylvania, locations or such other Company locations as needed including, but not limited to, the Company's international offices.

3.2. Term of Agreement. The term of this Agreement is two (2) years from the Effective Date (the "Term"). At the Board's discretion, the Term may be extended by one additional year with the compensation to be mutually agreed with Executive prior to the expiration of this Agreement. Upon the expiration of the Term, Executive's employment with the Company and its Affiliates shall automatically terminate.

3.3. Time and Attention. Executive shall devote Executive's business time and best efforts to the performance of Executive's duties and to the furtherance of the Company's interests. Notwithstanding anything stated in this provision to the contrary, Executive is permitted to engage in charitable activities and service on other Boards of Directors, as long as they do not interfere with Executive's employment obligations to the Company and any additional Board service is reviewed by the Board's Nominating and Corporate Governance Committee consistent with Board policies applicable to all directors.

3.4. Company Policies. During Executive's employment with the Company, Executive will be subject to all applicable employment and other policies of the Company, as outlined in the Amicus Executive Handbook and as otherwise published by the Company in writing.

Section 4. Compensation and Benefits.

4.1. Base Salary. During the Term, the Company shall pay Executive an annual base salary ("Base Salary") as follows: $500,000 (less applicable withholding) in year one of the Term and $300,000 in year two of the Term. For clarity, year one of the Term is defined as August 1, 2022 to July 31, 2023 and year two of the Term is defined as August 1, 2023 to July 31, 2024. The Base Salary shall be payable in accordance with the Company's customary payroll practices for its senior management personnel.

4.2. Bonus. Executive will remain eligible to participate in the Company's bonus program for the 2022 calendar year, with Executive's bonus payout prorated to reflect the two levels of Base Salary in effect for the 2022 calendar year. Thereafter, Executive shall not be eligible to participate in the Company's annual or other cash bonus programs.

4.3. Equity. Subject to the terms and conditions of the Company's Amended and Restated 2007 Equity Incentive Plan (the "Equity Incentive Plan") or such other equity plans as the Company may adopt from time to time, Executive will be eligible to receive Restricted Grants and Options pursuant to Award Agreements (as that term is defined in the Equity Incentive Plan) between Executive and the Company. Executive will receive the following equity grants subject to his continued employment on the applicable date during the Term: In January of 2023 an equity award with an aggregate grant date fair value of $5.5M, 50% of which value shall be in the form of Restricted Grants and 50% of which value shall be in the form of Options with the entire grant vesting (subject to continued employment) on the first anniversary of the grant (or as otherwise provided herein) and an additional grant in January of 2024 of equity award with an aggregate grant date fair value of $4.2M, 50% of which value shall be in the form of Restricted Grants and 50% of which value shall be in the form of Options with vesting on the first anniversary of the grant (or as otherwise provided herein). Upon expiration or termination of this Agreement, other than a voluntary resignation without good reason, all Executive's outstanding equity (Restricted Grants, Options, PRSUs) will accelerate and vest. Unless otherwise provided in this Agreement (such as in the case of Severance Benefits), the terms and conditions of the applicable equity plan will govern all equity grants to Executive existing prior to this Agreement (including vesting of Options, Restricted Grants and PRSUs), including with regard to the impact of the end of Executive's employment, including retirement, on such equity grants.

4.4. Benefits.

(a) Benefit Plans. During the Term, Executive and Executive's eligible dependents may continue to participate in any welfare benefit plans (including health and medical insurance) or retirement plans as may be in effect with respect to senior management personnel of the Company, subject to the eligibility and contribution requirements, enrollment criteria and other terms and conditions of such plans. Notwithstanding anything above, during the Term such medical and health benefits shall not be reduced in any manner whatsoever including but not limited to the coverage provided for medicines, private duty nursing and durable medical equipment for the disabled dependents of Executive.

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

(c) Special Medical Expense Allowance. During the Term, the Company will pay to Executive an annual special bonus of $800,000 payable in monthly installments of $66,666.67 (the "Special Medical Allowance"). This amount is intended to help defray the substantial out-of-pocket medical expenses expected to be incurred by Executive, Executive's spouse and Executive's dependents. This amount shall be paid to Executive on the first day of each calendar month with respect to that calendar month and will be subject to tax withholding when paid.

(d) Vacation. During Executive's employment, Executive shall be entitled to vacation in accordance with the policies of the Company applicable to senior management personnel as may be in effect from time to time.

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

(f) Deferred Compensation Plans. Executive may continue to participate in the Company's Restricted Stock Unit Deferral Plan and Cash Deferral Plan. ("Deferral Plans") subject to the terms of the Deferral Plans. Executive may continue to participate in these plans following expiration or termination of this Agreement so long as Executive remains an elected director of the Company's Board of Directors. For clarity, the expiration or termination of this Agreement will not be deemed an end of service under the Deferral Plans while Executive remains on the Board of Directors.

Section 5. At-Will Employment. At all times, Executive's employment with the Company shall be "at-will," meaning that either Executive or the Company may terminate the employment at any time, for no reason or any lawful reason.

Section 6. Termination; Severance Benefits.

6.1. Notice of Termination. Any termination of Executive's employment by the Company or by Executive (other than on account of death) shall be communicated to the other party by written notice that indicates the specific termination provision in this Agreement relied upon. Except as otherwise expressly provided in this Agreement or the notice, the termination shall take effect immediately (the "Termination Date"). The parties agree that the notice requirements set forth in this Agreement do not alter the "at will" nature of Executive's employment, as described in Section 5.

6.2. Generally. Upon termination of Executive's employment for any reason, Executive agrees to cooperate with the Company by signing any necessary documents and taking any other steps necessary to effectuate Executive's resignation from any position or office Executive may hold with the Company or any of its Affiliates. In addition, upon termination of Executive's employment for any reason, the Company shall pay Executive the Accrued Amounts. The Accrued Amounts will be paid within the time required by applicable law. The impact of the termination of Executive's employment on the Executive's participation in the Company's health plans is addressed in Section 6.3, 6.4 and 6.5, as applicable.

6.3. Termination by Executive.

(a) Resignation Independent of a Change in Control Event; Termination at the end of the Term. If Executive resigns and a Change in Control Event has not occurred in the prior 12 months (irrespective of whether the resignation was with or without Good Reason) or upon a termination of Executive's employment upon the expiration of the Term: (i) Executive shall receive no further compensation or remuneration of any kind other than the Accrued Amounts; and (ii) at the end of the month in which the resignation takes effect or the Term expires, Executive shall cease to be covered under or permitted to participate in or receive any of the benefits described in Section 4.4, except that, if Executive is enrolled and participating in the Company's health benefit plans at the time of termination, the Company will allow Executive and Executive's eligible dependents to continue as members of those plans at Executive's expense in accordance with the terms of those plans and the Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of up to twenty-nine (29) months. Notwithstanding the foregoing, if Executive's employment terminates due to the expiration of the Term after the initial two years of the Term, and if Executive is enrolled in any of the Company's group health benefits plans as of the end of the Term, then Executive and Executive's eligible dependents, if any, shall remain eligible to continue their participation in such plans for a period of twelve (12) months after Executive's date of termination, subject to the eligibility and other terms and conditions of such plans, except that the Company will pay the full premiums otherwise payable for such coverage during such 12 month period. Thereafter, the Company will allow Executive and Executive's eligible dependents to continue as members of those plans at Executive's expense in accordance with the terms of those plans and the Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of up to twenty-nine (29) months.

(b) Good Reason Resignation Within 12 Months of a Change in Control Event. If Executive resigns for Good Reason within twelve (12) months after a Change in Control Event, Executive will be entitled to receive, in addition to the Accrued Amounts, the Change in Control Severance Benefits. All payments and benefits under this section, except for the Accrued Amounts, shall be subject to Section 6.6 and Section 7.

6.4. Termination by the Company.

(a) Without Cause Within 12 Months After a Change in Control Event. If the Company terminates Executive's employment without Cause within 12 months after a Change in Control Event, then in lieu of any other payments, rights or benefits under Section 5.4(a), Executive will be entitled to receive the Change in Control Severance Benefits in addition to the Accrued Amounts. All payments and benefits under this section, except for the Accrued Amounts, shall be subject to Section 6.6 and Section 7.

(b) Without Cause Not Within 12 Months After a Change in Control Event. If the Company terminates Executive's employment without Cause (other than within 12 months after a Change in Control Event), then Executive will be entitled to receive Severance Benefits in addition to the Accrued Amounts. All payments and benefits under this section, except for the Accrued Amounts, shall be subject to Section 6.6 and Section 7.

(c) For Cause. If the Company terminates Executive's employment for Cause at any time, Executive shall: (i) receive no further compensation or remuneration of any kind (including any Base Salary hereunder) other than the Accrued Amounts; and (ii) at the end of the month in which the resignation takes effect, Executive shall cease to be covered under or permitted to participate in or receive any of the benefits described in Section 4.4, except that, if Executive is enrolled and participating in the Company's health benefit plans at the time of termination, the Company will allow Executive and Executive's dependents to continue as members of those plans at Executive's expense in accordance with the terms of those plans and the Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of up to twenty-nine (29) months.

6.5. Termination upon Death or Inability to Work.

(a) Death. Executive's employment shall terminate immediately upon Executive's death. In the event of Executive's death during the Term, the Company will pay the Executive's estate the (a) Accrued Amounts; (b) the Special Medical Allowance for 12 months; and (c) in the event that Executive is enrolled in any of the Company's group health benefits plans as of the effective date of Executive's termination, then Executive and Executive's eligible dependents, if any, shall remain eligible to continue their participation in such plans for a period of twelve (12) months after Executive's date of termination, subject to the eligibility and other terms and conditions of such plans, except that the Company will pay the full premiums otherwise payable for such coverage during such 12 month period. Thereafter, the Company will allow Executive and Executive's eligible dependents to continue as members of those plans at Executive's expense in accordance with the terms of those plans and the Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of up to twenty-nine (29) months, subject to the terms hereof.

(b) Inability to Work. Except as otherwise provided by applicable law, the Company may terminate Executive's employment in the event Executive is Unable to Work. In the event of Executive's death or termination by the Company due to Executive being Unable to Work, Executive shall receive: (a) the Accrued Amounts; (b) Special Medical Allowance; and (c) in the event that Executive is enrolled in any of the Company's group health benefits plans as of the effective date of Executive's termination, then Executive and Executive's eligible dependents, if any, shall remain eligible to continue their participation in such plans for a period of twelve (12) months after Executive's date of termination, subject to the eligibility and other terms and conditions of such plans, except that the Company will pay the full premiums otherwise payable for such coverage during such 12 month period. Thereafter, the Company will allow Executive and Executive's eligible dependents to continue as members of those plans at Executive's expense in accordance with the terms of those plans and the Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of up to twenty-nine (29) months.

6.6. General Release and Compliance Required. Executive's receipt of any right, payment or benefit under Section 6.3(b) or Section 6.4(a) or Section 6.4(b) is subject to and conditioned upon: (a) Executive's execution and delivery to the Company of a separation agreement (that Executive does not revoke) containing a general release, the form and substance of which are acceptable to the Company; and (b) Executive's reaffirmation of and continuing compliance with Executive's contractual and legal obligations to the Company, as expressly set forth in the Confidentiality, Non-Disclosure and Non-Competition Agreement attached as Exhibit A.

Section 7. Section 409A.

(a) Purpose. This section is intended to help ensure that compensation paid or delivered to Executive pursuant to this Agreement is paid in compliance with, or is exempt from, Section 409A of the Code. However, the Company does not warrant to Executive that all compensation paid or delivered to Executive for Executive's services will be exempt from, or paid in compliance with, Section 409A.

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

(c) Series of Payments. Any right to a series of installment payments shall be treated as a right to a series of separate payments for purposes of Section 409A.

(d) Short-Term Deferral and Separation Pay Exemptions. Any amounts payable to Executive under this Agreement that meet the requirements for the "short-term deferral" exemption of Treasury Regulation Section 1.409A-1(b)(4) shall be exempt from Section 409A pursuant to that Regulation, and any amounts payable to Executive under this Agreement that meet the requirements for the "involuntary termination separation pay" exemption of Treasury Regulation Section 1.409A-1(b)(9)(iii) shall be exempt from Section 409A pursuant to that Regulation (the short-term deferral and the involuntary termination separation pay exemptions may be "stacked"). In no event may Executive directly or indirectly designate the calendar year of any payment under this Agreement. To the extent that amounts payable under this Agreement do not meet the requirements for the short-term deferral exemption or the involuntary termination separation pay exemption, this Agreement shall be interpreted as satisfying the requirements of Section 409A for specifying the time and form of payment.

7.1. No Participation in Other Severance Plans. Executive agrees and acknowledges that Executive shall not be eligible to participate in or have any right to compensation or benefits pursuant to the Company's Change in Control Severance Plan (or any successor plan thereto) or any other severance plan of the Company.

7.2. Exclusivity. In the event Executive's employment is terminated for any reason, Executive (and Executive's eligible dependents, if any) shall not be entitled to any payments or benefits from the Company or any of its Affiliates except as specifically set forth in Section 6.

Section 8. Federal Excise Tax.

8.1. General Rule. Executive's payments and benefits under this Agreement and all other arrangements or programs related thereto shall not, in the aggregate, exceed the maximum amount that may be paid to Executive without triggering golden parachute penalties under Section 280G or 4999 of the Code, and the provisions related thereto with respect to such payments. If Executive's benefits must be cut back to avoid triggering such penalties, to the extent permitted by applicable law and not a violation of Sections 280G or 409A of the Code, Executive shall be entitled to make a written election for the order in which payments will be reduced. If Executive does not make a written election, such reduction shall be made in the following order: (i) first, any future cash payments (if any) shall be reduced (if necessary, to zero); (ii) second, any current cash payments shall be reduced (if necessary, to zero); (iii) third, all non-cash payments (other than equity or equity derivative related payments) shall be reduced (if necessary, to zero); and (iv) fourth, all equity or equity derivative payments shall be reduced. If an amount in excess of the limit set forth in this Section is paid to Executive, Executive must repay the excess amount to the Company upon demand, with interest at the rate provided in Section 1274(b)(2)(B) of the Code. Executive and the Company agree to cooperate with each other reasonably in connection with any administrative or judicial proceedings concerning the existence or amount of golden parachute penalties on payments or benefits Executive receives.

8.2. Exception. Section 8.1 shall apply only if it increases the net amount Executive would realize from payments and benefits subject to Section 8.1 after payment of income and excise taxes by Executive on such payments and benefits.

8.3. Determinations. The determination of whether the golden parachute penalties under Section 280G or 4999 of the Code and the provisions related thereto shall be made by counsel chosen by Executive and reasonably acceptable to the Company. All other determinations needed to apply this Section 8 shall be made in good faith by the Company's independent auditors.

Section 9. Company Computers, Property and Records. Executive agrees to handle all Company property in accordance with the Company's policies and procedures. Executive's authorization to access the Company's computer systems is limited and use of such systems to compete or prepare to compete with the Company constitutes unauthorized access that is strictly prohibited. All records received or created by Executive in the course of employment related to the Company's business (such as but not limited to, email, notes, files, contact lists, agendas, drawings, maps, specifications, and calendars) are the property of the Company.

Section 10. Resolution of Disputes. Executive and the Company hereby agree that, except for disputes regarding alleged or anticipated violations of the Confidentiality, Non-Disclosure and Non-Competition Agreement attached as Exhibit A, any and all disputes between them shall be resolved solely in accordance with the Mutual Agreement to Arbitrate Disputes on an Individual Basis attached as Exhibit B and, to the greatest extent permitted by law, Executive and the Company expressly waive their respective right to a trial by jury for any and all such disputes between them.

Section 11. General.

11.1. No Conflict. Executive represents and warrants that Executive has not entered, nor will Executive enter, into any other agreements that restrict Executive's ability to fulfill Executive's obligations under this Agreement.

11.2. Governing Law. This Agreement shall be construed, interpreted and governed by the laws of New Jersey without regard to the conflicts of law principles.

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

11.4. Assignment. The Company's rights and obligations under this Agreement, including the restrictions in the Confidentiality, Non-Disclosure and Non-Competition Agreement attached as Exhibit A, shall automatically transfer with any sale, transfer or other disposition of all or substantially all of its assets, stock or business. Executive consents to that transfer. Executive may not assign any rights or obligations under this Agreement without the Company's prior written consent.

11.5. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties with respect thereto**, including the Prior Agreement**, except this Agreement does not supersede the Confidentiality, Non-Disclosure and Non-Competition Agreement attached as Exhibit A or the Mutual Agreement to Arbitrate Disputes on an Individual Basis attached as Exhibit B. Nor does this Agreement supersede any Award Agreement (as that term is defined in the Company's Equity Incentive Plan) between Executive and the Company. No waiver, modification or change of any provision of this Agreement shall be valid unless in writing and signed by both parties.

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

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

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

(i) If to the Company to:

Amicus Therapeutics, Inc.
3675 Market Street
Philadelphia, PA 19104

c/o Chief Legal Officer

(ii) If to Executive to:

John F. Crowley
at the address identified herein or in Executive's personnel records,

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

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

11.10. Knowing and Voluntary Nature of Agreement. Executive acknowledges and agrees that Executive is executing this Agreement knowingly and voluntarily and without any duress or undue influence by the Company or anyone else. Executive further acknowledges and agrees that Executive has carefully read this Agreement and fully understands it. Executive further agrees that Executive has been provided an opportunity to seek the advice of an attorney of Executive's choice (at Executive's expense) before signing this Agreement.

[Signature Page Follows]

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

/s/ John F. Crowley
John F. Crowley

AMICUS THERAPEUTICS, INC.

By: /s/ Michael C. Raab
Name: Michael C. Raab
Title: Lead Independent Director

Amicus Therapeutics Announces Full-Year 2021 Financial Results and Corporate Updates

Galafold® Revenue Growth of 17% YoY to $306M in 2021

Galafold Global Sales Growing at Double-Digits (15-20%) with $350M-$365M in 2022

U.S. and EU Regulatory Filings Under Review and Launch Preparations Accelerating for AT-GAA in Pompe Disease

Amicus and ARYA IV Mutually Agree to Terminate Planned Business Combination Agreement

Strategic Portfolio and R&D Prioritization to Drive ~$400M in Operating Expense Savings Anticipated Through 2026

Profitability Projected in 2023

Conference Call and Webcast Today at 8:30 a.m. ET

PHILADELPHIA, PA, Feb. 24, 2022 – Amicus Therapeutics (Nasdaq: FOLD), a patient-dedicated global biotechnology company focused on developing and commercializing novel medicines for rare diseases, today announced financial results for the full year ended December 31, 2021.

John F. Crowley, Chairman and Chief Executive Officer of Amicus Therapeutics, Inc., stated, "In 2022 we will continue to advance Galafold growth worldwide while securing AT-GAA approvals for global launches. We have also made the strategic decision now not to spin off our gene therapy programs and technologies. As a result, we are streamlining our portfolio and aligning our organization around a more focused R&D pipeline. These actions will remove approximately $400 million in operating expenses through 2026. We are strongly committed to profitability in 2023 and will continue to be self-sustaining without the need for any further equity financings. As we reach these major inflection points of a second approved medicine as well as profitability, we are taking a significant step forward toward our vision to be one of the world's leading biotechnology companies focused on rare diseases."

"We are very pleased with the continued strong uptake of Galafold globally, which is expected to drive double-digit revenue growth again in 2022. Our teams remain heavily focused on progressing the regulatory reviews and launch preparations for AT-GAA and ensuring that this novel treatment is available to people living with Pompe disease as quickly as possible upon approval," stated Bradley Campbell, President and Chief Operating Officer of Amicus Therapeutics, Inc. "Amicus remains highly focused toward achieving profitability in 2023. In order to accomplish this, we will concentrate the vast majority of our efforts and investments in our priority growth franchises in Fabry disease and Pompe disease, including in next generation therapies. These necessary portfolio and accompanying organizational changes will enable Amicus to deliver sustainable long-term performance to continue to develop and deliver life-changing therapies."

Corporate Highlights:

- **Global revenue for Galafold® (migalastat) in the full year of 2021 was $305.5 million**. Full year revenue represented a year-over-year increase of 17% from total revenue of $260.9 million in the full year of 2020. On a constant currency basis, full year 2021 total revenue was $298.6 million, representing operational revenue growth measured at constant currency exchange rates of 14%, which was further benefited by a positive currency impact of $6.9 million, or 3%. Galafold performance was driven largely by strong new patient accruals and sustained patient compliance and adherence rates.

- **AT-GAA regulatory reviews are underway:** In the U.S., the Food and Drug Administration (FDA) accepted for review the Biologics License Application (BLA) for cipaglucosidase alfa and the New Drug Application (NDA) for miglustat, the two components of AT-GAA. The FDA has set a Prescription Drug User Fee Act (PDUFA) action date of May 29, 2022 for the NDA and July 29, 2022 for the BLA. In the EU, the Marketing Authorization Applications (MAA) were submitted and validated in the fourth quarter by the European Medicines Agency (EMA).

- **AT-GAA launch preparations accelerating:** Development of global launch plans, targeted investments in additional personnel, and launch inventory are fully underway as the Company believes AT-GAA has the potential become the new standard of care treatment regimen for people living with Pompe disease.

- **Amicus Therapeutics and ARYA Sciences Acquisition Corp IV, a special purpose acquisition company or SPAC, have agreed to mutually terminate the previously announced Business Combination Agreement originally entered into on September 29, 2021.** This decision results from unfavorable market conditions affecting IPOs, follow-on financings, and SPACs in the biotech sector as well as an increasingly challenging environment for stand-alone gene therapy companies. Neither party will be required to pay the other a termination fee as a result of the mutual decision to terminate the Business Combination Agreement.

- **Strategic portfolio and R&D alignment:** Amicus will focus and continue to invest in Galafold for Fabry disease and in AT-GAA for Pompe disease, while also investing in technologies that secure and advance the core Fabry and Pompe franchises. The Amicus Science team will continue to focus discovery efforts in core science and platform technologies to address safe and efficient gene transfer. The prioritization of our gene therapy pipeline as well as alignment of our internal R&D organization is expected to result in approximately $400M in net savings through 2026, an approximately similar amount in savings associated with the previously announced business combination agreement and spin off.

- **Committed to achieving profitability in 2023.** Through this portfolio prioritization and careful management of expenses, the Company is on the path to achieve profitability[3] in 2023 as it executes on the global expansion of Galafold and prepares for the global launch of AT-GAA.

Full Year 2021 Financial Results

- Total revenue in the full year 2021 was $305.5 million, a year-over-year increase of 17% from total revenue of $260.9 million in the full year of 2020. On a constant currency basis, full year 2021 total revenue was $298.6 million, representing operational revenue growth measured at constant currency exchange rates of 14%. Reported revenue was aided by a positive currency impact of $6.9 million, or 3%.

- Cash, cash equivalents, and marketable securities totaled $482.5 million at December 31, 2021, compared to $483.3 million at December 31, 2020.

- Total GAAP operating expenses of $477.5 million for the full year 2021 were broadly stable as compared to $476.8 million for the full year 2020.

- Total non-GAAP operating expenses of $406.9 million for the full year of 2021 decreased as compared to $415.7 million in the full year of 2020, reflecting the timing of investments in our pipeline, partially offset by third-party costs.[1]

- Net loss was $250.5 million, or $0.92 per share, for the full year of 2021, and was reduced compared to a net loss of $276.9 million, or $1.07 per share, for the full year 2020.

[1] Full reconciliation of GAAP results to the Company's non-GAAP adjusted measures for all reporting periods appear in the tables to this press release.

2022 Financial Guidance

- For the full-year 2022, the Company anticipates total Galafold revenue of at least $350 million to $365 million. Double-digit revenue growth (15-20%) in 2022 is expected to be driven by continued underlying demand from both switch and naïve patients, geographic expansion, the continued diagnosis of new Fabry patients and commercial execution across all major markets, including the U.S., EU, U.K., and Japan.

- Non-GAAP operating expense guidance for the full-year 2022 is $470 million to $485 million, driven by continued investment in the global Galafold launch, AT-GAA clinical studies and pre-launch activities, in addition to certain non-recurring costs for manufacturing to support the global launch of AT-GAA and committed obligations for the gene therapy portfolio. In 2023, Amicus expects non-GAAP operating expense levels to come down to a similar level as in 2021.[2]

- Cash, cash equivalents, and marketable securities totaled $482.5 million at December 31, 2021. Based on current operating models, the Company believes that the current and projected cash flows are sufficient to achieve self-sustainability.

[2] A reconciliation of the differences between the non-GAAP expectation and the corresponding GAAP measure is not available without unreasonable effort due to high variability, complexity and low visibility as to the items that would be excluded from the GAAP measure.

[3] Based on projections of Amicus non-GAAP Net Income under current operating plans, which includes successful AT-GAA regulatory approvals and continued Galafold growth. We define non-GAAP Net Income as GAAP Net Income excluding the impact of share-based compensation expense, changes in fair value of contingent consideration, depreciation and amortization, acquisition related income (expense), loss on extinguishment of debt, loss on impairment of assets, restructuring charges and income taxes.

Company Leadership Transition Update:

As previously announced in September 2021, **Bradley Campbell** will succeed **John F. Crowley** as CEO of Amicus Therapeutics. That transition will take place on August 1, 2022. At that time, Mr. Campbell will become President and Chief Executive Officer of Amicus. Mr. Crowley will become the Executive Chairman of Amicus for a two-year term effective upon the August 1, 2022 transition and serving as Executive Chairman until August 1, 2024, after which he is expected to continue as the non-executive Chairman of the Board.

Anticipated 2022 Milestones by Program

Galafold (migalastat) Oral Precision Medicine for Fabry Disease

- Sustain double-digit revenue growth in 2022 of $350 million to $365 million
- Continue geographic expansion
- Registry and other Phase 4 studies ongoing

AT-GAA for Pompe Disease

- U.S. Prescription Drug User Fee Act (PDUFA) action date of May 29, 2022 for the NDA and July 29, 2022 for the BLA
- EU Committee for Medicinal Products for Human Use (CHMP) opinion expected in late 2022
- Continue to broaden access through early access plans in the U.K., Germany, Japan, and other countries
- Ongoing supportive studies, including pediatric and extension studies

Conference Call and Webcast

Amicus Therapeutics will host a conference call and audio webcast today, February 24, 2022 at 8:30 a.m. ET to discuss the full year 2021 financial results and corporate updates. Interested participants and investors may access the conference call by dialing 877-303-5859 (U.S./Canada) or 678-224-7784 (international), conference ID: 1792414.

A live audio webcast and related presentation materials can also be accessed via the Investors section of the Amicus Therapeutics corporate website at ir.amicusrx.com. Web participants are encouraged to register on the website 15 minutes prior to the start of the call. A replay of the call will be available for seven days beginning at 11:30 a.m. ET on February 24, 2022. Access numbers for this replay are 855-859-2056 (U.S./Canada) and 404-537-3406 (international); conference ID: 1792414.

About Galafold

Galafold® (migalastat) 123 mg capsules is an oral pharmacological chaperone of alpha-Galactosidase A (alpha-Gal A) for the treatment of Fabry disease in adults who have amenable galactosidase alpha gene (*GLA)* variants. In these patients, Galafold works by stabilizing the body's own dysfunctional enzyme so that it can clear the accumulation of disease substrate. Globally, Amicus Therapeutics estimates that approximately 35 to 50 percent of Fabry patients may have amenable *GLA* variants, though amenability rates within this range vary by geography. Galafold is approved in over 40 countries around the world, including the U.S., EU, U.K., Japan and others.

U.S. INDICATIONS AND USAGE

Galafold is indicated for the treatment of adults with a confirmed diagnosis of Fabry disease and an amenable galactosidase alpha gene (*GLA*) variant based on *in vitro* assay data.

This indication is approved under accelerated approval based on reduction in kidney interstitial capillary cell globotriaosylceramide (KIC GL-3) substrate. Continued approval for this indication may be contingent upon verification and description of clinical benefit in confirmatory trials.

U.S. IMPORTANT SAFETY INFORMATION

ADVERSE REACTIONS

The most common adverse reactions reported with Galafold (≥10%) were headache, nasopharyngitis, urinary tract infection, nausea and pyrexia.

USE IN SPECIFIC POPULATIONS

There is insufficient clinical data on Galafold use in pregnant women to inform a drug-associated risk for major birth defects and miscarriage. Advise women of the potential risk to a fetus.

It is not known if Galafold is present in human milk. Therefore, the developmental and health benefits of breastfeeding should be considered along with the mother's clinical need for Galafold and any potential adverse effects on the breastfed child from Galafold or from the underlying maternal condition.

Galafold is not recommended for use in patients with severe renal impairment or end-stage renal disease requiring dialysis.

The safety and effectiveness of Galafold have not been established in pediatric patients.

To report Suspected Adverse Reactions, contact Amicus Therapeutics at 1-877-4AMICUS or FDA at 1-800-FDA-1088 or www.fda.gov/medwatch.

For additional information about Galafold, including the full U.S. Prescribing Information, please visit https://www.amicusrx.com/pi/Galafold.pdf.

EU Important Safety Information

Treatment with Galafold should be initiated and supervised by specialists experienced in the diagnosis and treatment of Fabry disease. Galafold is not recommended for use in patients with a nonamenable mutation.

- Galafold is not intended for concomitant use with enzyme replacement therapy.
- Galafold is not recommended for use in patients with Fabry disease who have severe renal impairment (<30 mL/min/1.73 m2). The safety and efficacy of Galafold in children less than 12 years of age have not yet been established. No data are available.
- No dosage adjustments are required in patients with hepatic impairment or in the elderly population.
- There is very limited experience with the use of this medicine in pregnant women. If you are pregnant, think you may be pregnant, or are planning to have a baby, do not take this medicine until you have checked with your doctor, pharmacist, or nurse.
- While taking Galafold, effective birth control should be used. It is not known whether Galafold is excreted in human milk.
- Contraindications to Galafold include hypersensitivity to the active substance or to any of the excipients listed in the PRESCRIBING INFORMATION.
- Galafold 123 mg capsules are not for children (≥12 years) weighing less than 45 kg.
- It is advised to periodically monitor renal function, echocardiographic parameters and biochemical markers (every 6 months) in patients initiated on Galafold or switched to Galafold.
- OVERDOSE: General medical care is recommended in the case of Galafold overdose.
- The most common adverse reaction reported was headache, which was experienced by approximately 10% of patients who received Galafold. For a complete list of adverse reactions, please review the SUMMARY OF PRODUCT CHARACTERISTICS.
- Call your doctor for medical advice about side effects.

For further important safety information for Galafold, including posology and method of administration, special warnings, drug interactions and adverse drug reactions, please see the European SmPC for Galafold available from the EMA website at www.ema.europa.eu.

About Fabry Disease

Fabry disease is an inherited lysosomal disorder caused by deficiency of an enzyme called alpha-galactosidase A (alpha-Gal A), which results from mutations in the GLA gene. The primary biological function of alpha-Gal A is to degrade specific lipids in lysosomes, including globotriaosylceramide (referred to here as GL-3 and also known as Gb3). Lipids that can be degraded by the action of alpha-Gal A are called "substrates" of the enzyme. Reduced or absent levels of alpha-Gal A activity lead to the accumulation of GL-3 in the affected tissues, including heart, kidneys, and skin. Accumulation of GL-3 and progressive deterioration of organ function is believed to lead to the morbidity and mortality of Fabry disease. The symptoms can be severe, differ from person to person, and begin at an early age.

About Amicus Therapeutics

Amicus Therapeutics (Nasdaq: FOLD) is a global, patient-dedicated biotechnology company focused on discovering, developing and delivering novel high-quality medicines for people living with rare metabolic diseases. With extraordinary patient focus, Amicus Therapeutics is committed to advancing and expanding a robust pipeline of cutting-edge, first- or best-in-class medicines for rare metabolic diseases. For more information please visit the company's website at www.amicusrx.com, and follow on Twitter and LinkedIn.

Non-GAAP Financial Measures

In addition to financial information prepared in accordance with U.S. GAAP, this press release also contains adjusted financial measures that we believe provide investors and management with supplemental information relating to operating performance and trends that facilitate comparisons between periods and with respect to projected information. These adjusted financial measures are non-GAAP measures and should be considered in addition to, but not as a substitute for, the information prepared in accordance with U.S. GAAP. We typically exclude certain GAAP items that management does not believe affect our basic operations and that do not meet the GAAP definition of unusual or non-recurring items. Other companies may define these measures in different ways. Full reconciliations of GAAP results to the comparable non-GAAP measures for the reported periods appear in the financial tables section of this press release. When we provide our expectation for non-GAAP operating expenses on a forward-looking basis, a reconciliation of the differences between the non-GAAP expectation and the corresponding GAAP measure generally is not available without unreasonable effort due to potentially high variability, complexity and low visibility as to the items that would be excluded from the GAAP measure in the relevant future period, such as unusual gains or losses. The variability of the excluded items may have a significant, and potentially unpredictable, impact on our future GAAP results.

Forward Looking Statement

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 relating to preclinical and clinical development of our product candidates, the timing and reporting of results from preclinical studies and clinical trials, the prospects and timing of the potential regulatory approval of our product candidates, commercialization plans, manufacturing and supply plans, financing plans, and the projected revenues and cash position for the Company. The inclusion of forward-looking statements should not be regarded as a representation by us that any of our plans will be achieved. Any or all of the forward-looking statements in this press release may turn out to be wrong and can be affected by inaccurate assumptions we might make or by known or unknown risks and uncertainties. For example, with respect to statements regarding the goals, progress, timing, and outcomes of discussions with regulatory authorities, and in particular the potential goals, progress, timing, and results of preclinical studies and clinical trials, including as they are impacted by COVID-19 related disruption, are based on current information. The potential impact on operations from the COVID-19 pandemic is inherently unknown and cannot be predicted with confidence and may cause actual results and performance to differ materially from the statements in this release, including without limitation, because of the impact on general political and economic conditions, including as a result of efforts by governmental authorities to mitigate COVID-19, such as travel bans, shelter in place orders and third-party business closures and resource allocations, manufacturing and supply chain disruptions and limitations on patient access to commercial or clinical product. In addition to the impact of the COVID-19 pandemic, actual results may differ materially from those set forth in this release due to the risks and uncertainties inherent in our business, including, without limitation: the potential that results of clinical or preclinical studies indicate that the product candidates are unsafe or ineffective; the potential that it may be difficult to enroll patients in our clinical trials; the potential that regulatory authorities, including the FDA, EMA, and PMDA, may not grant or may delay approval for our product candidates; the potential that we may not be successful in commercializing Galafold in Europe, Japan, the US and other geographies or our other product candidates if and when approved; the potential that preclinical and clinical studies could be delayed because we identify serious side effects or other safety issues; the potential that we may not be able to manufacture or supply sufficient clinical or commercial products; and the potential that we will need additional funding to complete all of our studies and manufacturing. Further, the results of earlier preclinical studies and/or clinical trials may not be predictive of future results. Statements regarding corporate financial guidance and financial goals and the attainment of such goals. With respect to statements regarding projections of the Company's revenue and cash position, actual results may differ based on market factors and the Company's ability to execute its operational and budget plans. In addition, all forward-looking statements are subject to other risks detailed in our Annual Report on Form 10-K for the year ended December 31, 2021 to be filed today. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. All forward-looking statements are qualified in their entirety by this cautionary statement, and we undertake no obligation to revise or update this news release to reflect events or circumstances after the date hereof.

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TABLE 1

Amicus Therapeutics, Inc.
Consolidated Statements of Operations
(in thousands, except share and per share amounts)

	Years Ended December 31,		
	2021	**2020**	**2019**
Net product sales	$ 305,514	$ 260,886	$ 182,237
Cost of goods sold	34,466	31,044	21,963
Gross profit	271,048	229,842	160,274
Operating expenses:			
Research and development	272,049	308,443	286,378
Selling, general, and administrative	192,710	156,407	169,861
Changes in fair value of contingent consideration payable	6,514	3,144	3,297
Depreciation and amortization	6,209	8,846	4,775
Total operating expenses	477,482	476,840	464,311
Loss from operations	(206,434)	(246,998)	(304,037)
Other (expense) income:			
Interest income	509	3,226	10,249
Interest expense	(32,471)	(22,425)	(18,872)
Loss on exchange of convertible notes	—	—	(40,624)
Loss on extinguishment of debt	(257)	(7,276)	—
Other expense	(2,901)	(781)	(2,626)
Loss before income tax	(241,554)	(274,254)	(355,910)
Income tax (expense) benefit	(8,906)	(2,598)	(478)
Net loss attributable to common stockholders	$ (250,460)	$ (276,852)	$ (356,388)
Net loss attributable to common stockholders per common share — basic and diluted	$ (0.92)	$ (1.07)	$ (1.48)
Weighted-average common shares outstanding — basic and diluted	271,421,986	258,867,380	240,421,001

TABLE 2

Amicus Therapeutics, Inc.
Consolidated Balance Sheets
(in thousands, except share and per share amounts)

	December 31,	
	2021	**2020**
Assets		
Current assets:		
Cash and cash equivalents	$ 245,197	$ 163,240
Investments in marketable securities	237,299	320,029
Accounts receivable	52,672	46,923
Inventories	26,818	19,556
Prepaid expenses and other current assets	34,848	29,721
Total current assets	596,834	579,469
Operating lease right-of-use assets, net	20,586	23,296
Property and equipment, less accumulated depreciation of $19,882 and $14,487 at December 31, 2021 and December 31, 2020, respectively	42,496	43,863
In-process research & development	23,000	23,000
Goodwill	197,797	197,797
Other non-current assets	24,427	19,095
Total Assets	$ 905,140	$ 886,520
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 21,513	$ 17,063
Accrued expenses and other current liabilities	98,153	96,841
Contingent consideration payable	18,900	8,900
Operating lease liabilities	7,409	6,872
Total current liabilities	145,975	129,676
Deferred reimbursements	5,906	7,406
Long-term debt	389,357	389,254
Contingent consideration payable	1,439	16,925
Deferred income taxes	4,930	4,896
Operating lease liabilities	43,363	45,604
Other non-current liabilities	6,801	6,379
Total liabilities	597,771	600,140
Commitments and contingencies		
Stockholders' equity:		
Common stock, $0.01 par value, 500,000,000 shares authorized, 278,912,800 and 262,063,461 shares issued and outstanding at December 31, 2021 and December 31, 2020, respectively	2,808	2,650
Additional paid-in capital	2,595,419	2,308,578
Accumulated other comprehensive loss:		
Foreign currency translation adjustment	5,251	8,412
Unrealized (loss) gain on available-for securities	(270)	(185)
Warrants	83	12,387
Accumulated deficit	(2,295,922)	(2,045,462)
Total stockholders' equity	307,369	286,380
Total Liabilities and Stockholders' Equity	$ 905,140	$ 886,520

TABLE 3

Amicus Therapeutics, Inc.
Reconciliation of Non-GAAP Financial Measures
(in thousands)

	December 31		
	2021	**2020**	**2019**
Total operating expenses - as reported GAAP	**$ 477,482**	**$ 476,840**	**$ 464,311**
Research and development:			
Share-based compensation	17,340	20,817	17,575
Selling, general and administrative:			
Share-based compensation	40,498	28,334	26,855
Changes in fair value of contingent consideration payable	6,514	3,144	3,297
Depreciation and amortization	6,209	8,846	4,775
Total operating expense adjustments to reported GAAP	70,561	61,141	52,502
Total operating expenses - as adjusted	$ 406,921	$ 415,699	$ 411,809

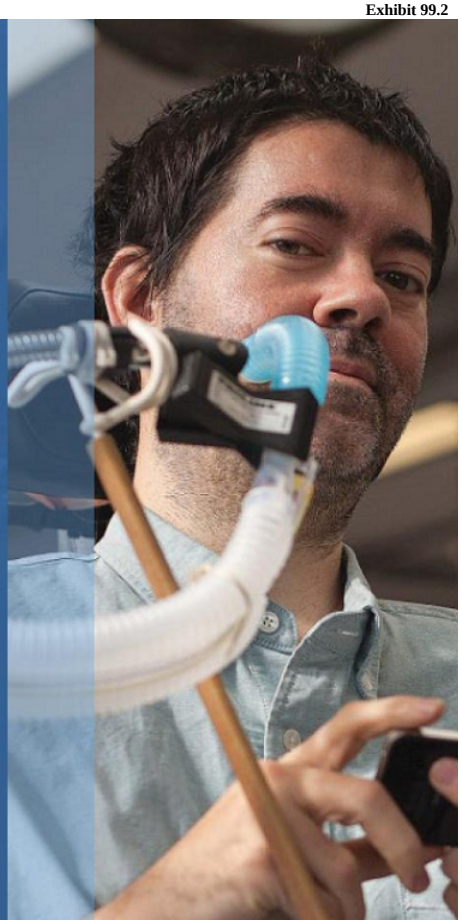
Exhibit 99.2

Amicus Therapeutics®

FY21 Financial Results Conference Call & Webcast

At the Forefront of Therapies for Rare Diseases

February 24, 2022



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A Rare Company

Patient Dedicated, Rare Disease Biotechnology Company with Sustained Double-Digit Revenue Growth, a Global Commercial Infrastructure, and Late-stage Development Capabilities

Galafold® (migalastat)

First Oral Precision Medicine for Fabry Disease

Gene Therapy PLATFORM

Protein Engineering & Glycobiology

World-Class CLINICAL DEVELOPMENT Capabilities

PROFITABILI expected in **2023**

EMPLOYEES in 27 Countries

AT-GAA

a Two-Component Therapy under **Regulatory Review** for **Pompe Disease**

GLOBAL COMMERCIAL ORGANIZATION

$350M-$365M

FY22 Global Galafold Revenue

GALAFOLD & AT-GAA

Cumulative $2B Peak Potential

$483M Cash as of 12/31/

2021 Strategic Priorities Accomplished:
Setting the Stage for a Successful 2022

1. Achieve double-digit Galafold growth and revenue of $300M to $315M ✓
2. Report data from the AT-GAA Phase 3 PROPEL study and complete BLA and MAA filings for regulatory approvals ✓
3. Advance clinical studies, regulatory discussions, and scientific data across industry leading gene therapy pipeline ✓
4. Further manufacturing capabilities and capacity to build world-class technical operations to support all gene therapy programs ✓
5. Maintain strong financial position ✓

Strategic Update

Mutual Agreement to Terminate Proposed Merger Agreement of the Amicus Gene Therapy Business ("Caritas") and as a Result, Amicus will:

- Projected to achieve profitability in 2023 without the need for any further dilutive equity or equity-related financings
- Focus on core franchises in Fabry disease and Pompe disease through:
  - Continued global growth of Galafold
  - Approvals and launch of AT-GAA globally
  - Investments in next generation therapies in Fabry and Pompe and in core science and platform technologies to address safe and efficient gene transfer
- Pipeline prioritization and R&D alignment to drive ~$400M in net savings through 2026 (approximately same amount in planned savings associated with previous Caritas spin off)

2022 Strategic Priorities to Drive Value

1. Continued double-digit Galafold growth (15-20%) with revenue of $350M to $365M
2. Secure FDA approval and positive CHMP opinion for AT-GAA
3. Initiate successful, rapid launch in U.S. for AT-GAA
4. Advance best-in-class next-generation genetic medicines and capabilities
5. Maintain strong financial position on path to profitability

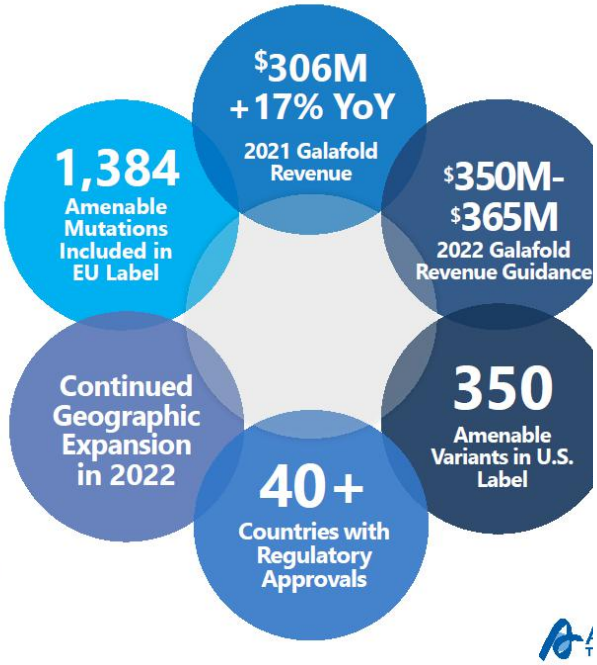
Galafold® (migalastat) Continued Growth...

... building a leadership position in the treatment of Fabry disease

2021 Galafold Success (as of December 31, 2021)

Building on Galafold's Success and Leveraging Leadership Position to Drive Continued Growth

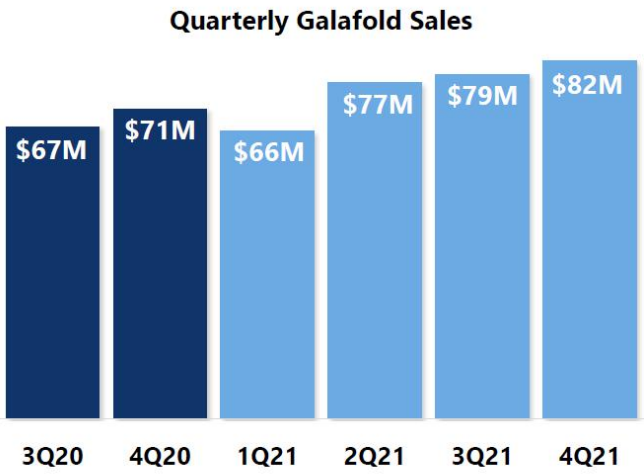
Galafold is first and only approved oral treatment option with a unique mechanism of action for Fabry patients with amenable variants



Galafold is indicated for adults with a confirmed diagnosis of Fabry Disease and an amenable variant. The most common adverse reactions reported with Galafold (≥10%) were headache, nasopharyngitis, urinary tract infection, nausea and pyrexia. For additional information about Galafold, including the full U.S. Prescribing Information, please visit https://www.amicusrx.com/pi/Galafold.pdf. For further important safety information for Galafold, including posology and method of administration, special warnings, drug interactions and adverse drug reactions, please see the European SmPC for Galafold available from the EMA website at www.ema.europa.eu.

Galafold Quarterly Trends

Growth Remains Strong with Q4 Revenue of $82M and FY2021 Revenue of $306M



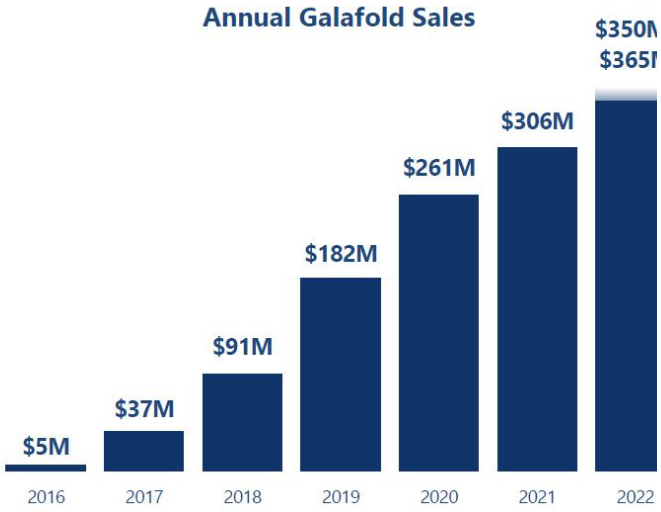
- Expect non-linear quarterly growth to continue due to uneven ordering patterns
- Distribution of Galafold sales by quarter in past 3 years:

	Q1	Q2	Q3	Q4
3 Year Avg.	21%	25%	26%	28%

Key Performance Indicators Lay the Groundwork for 2022

FY21 Reflects Continued Galafold Strength with 1,750+ Treated Patients as Rate of Net New Patients Accelerates into 2022

- Hybrid business model (virtual/in-person) surpassed pre-COVID physician interactions
- Achieved estimated 49%+ global share of treated amenable patients
- Multiple new markets opened in 2021 with more expected in 2022
- Global mix of switch (~55%) and previously untreated patients (~45%)
- Compliance and adherence over 90%+
- Continue to support diagnostic initiatives to drive a shorter pathway to diagnosis



Galafold Growth Opportunity

$1B Annual Sales Opportunity at Peak

Sustained double-digit revenue growth:

Grew Galafold sales by +17% in 2021

Near-term growth to $500M driven by:

Continued penetration into existing markets

Expansion into new geographies

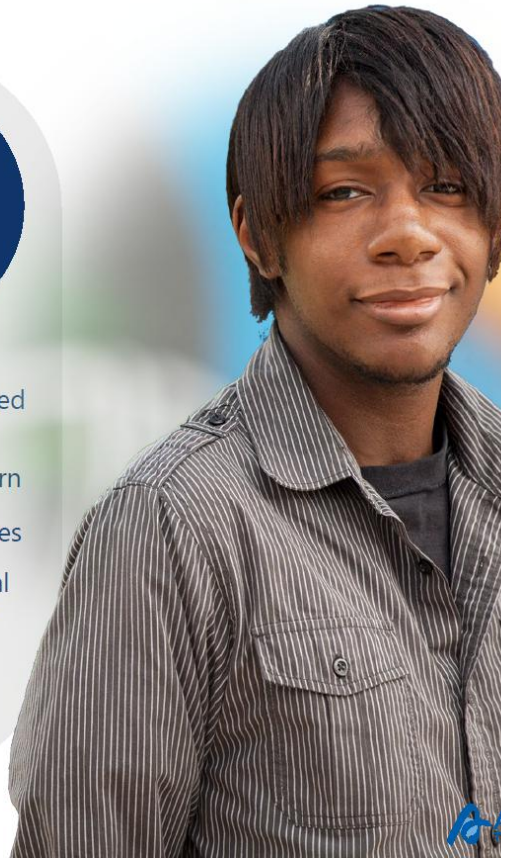
Broadening of labels

Long-term growth towards peak sales potential driven by:

Penetration of diagnosed untreated population

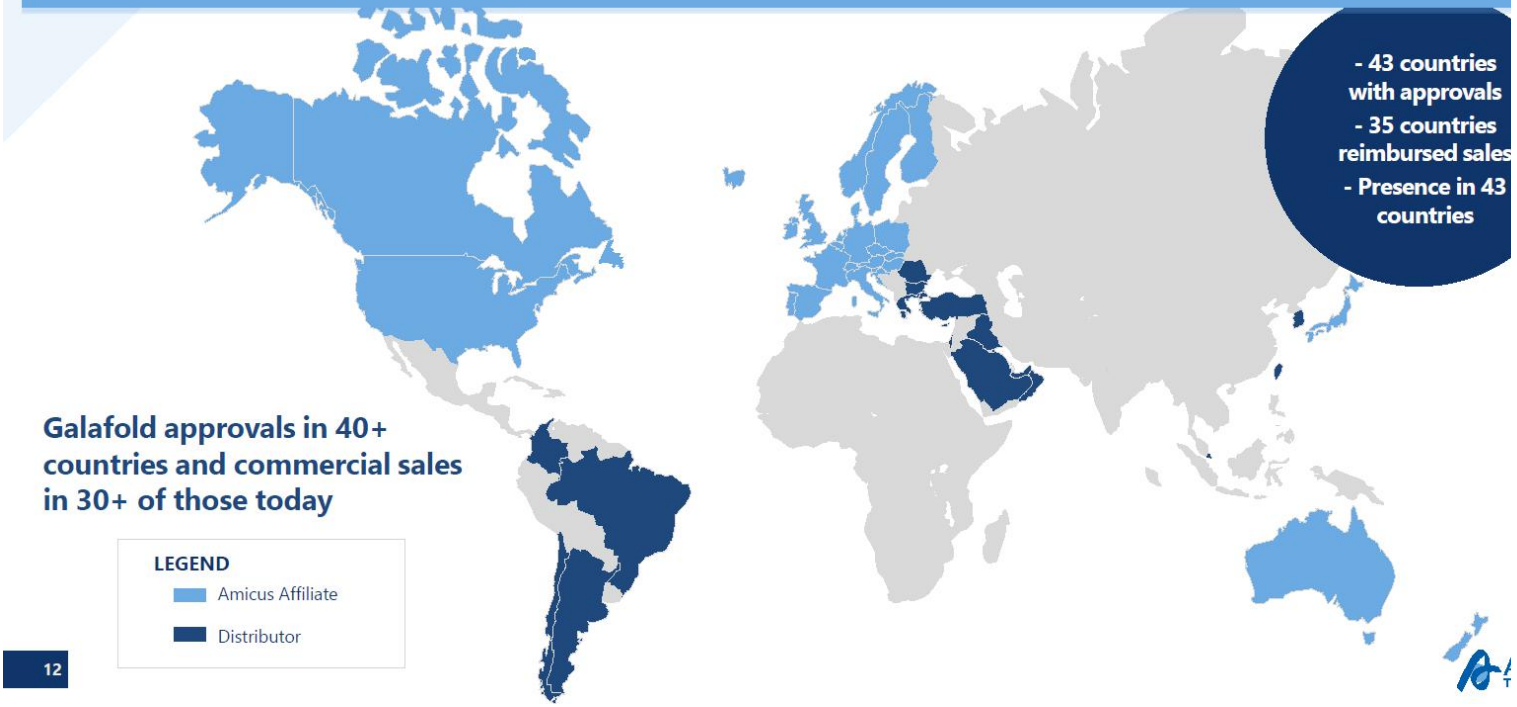
Increase in newborn screening and diagnostic initiatives

Strong intellectual property rights



Experienced Global Commercial Team

Global Commercial Infrastructure Highly Leverageable to Ensure Strong Global Launch of AT-GAA



Amicus Therapeutics®

AT-GAA
(cipaglucosidase alfa + miglustat)

... potential to establish a new standard of care
for people living with Pompe disease

Pompe Disease Overview

Pompe is a Severe and Fatal Neuromuscular Disease Caused by the Deficiency of Lysosomal Enzyme GA

- 5,000 – 10,000+ patients diagnosed WW[1]; newborn screening suggests significant underdiagnosis
- Age of onset ranges from infancy to adulthood
- Majority of patients on current standard of care decline after ~2 years
- Respiratory and cardiac failure are leading causes of morbidity and mortality
- Deficiency of GAA leading to lysosomal glycogen accumulation and cellular dysfunction
- Symptoms include muscle weakness, respiratory failure, and cardiomyopathy
- ~$1.2B+ global Pompe ERT sales[2]

1. National Institute of Neurological Disorders and Stroke (NIH)
2. Based on 12 months ended December 31, 2021. Source: Sanofi Press Release

Phase 3 PROPEL Study Results

Endpoints Across Motor Function, Pulmonary Function, Muscle Strength, PROs, and Biomarkers Favored AT-GAA over Alglucosidase Alfa

		Overall population				ERT-experienced			
	Endpoints	Cipaglucosidase alfa/miglustat n=85		Alglucosidase alfa/placebo n=37		Cipaglucosidase alfa/miglustat n=65		Alglucosidase alfa/placebo n=30	
		Baseline, mean	CFBL at week 52, mean (SE)	Baseline, mean	CFBL at week 52, mean (SE)	Baseline, mean	CFBL at week 52, mean (SE)	Baseline, mean	CFBL at week 52, mean (SE)
Motor function	6MWD, m	357.9	20.8 (4.6)	351.0	7.2 (6.6)	346.9	16.9 (5.0)	334.6	0.0 (7.2)
	GSGC total score	14.5	-0.5 (0.3)	14.5	0.8 (0.3)	15.6	-0.5 (0.3)	15.5	0.6 (0.4)
	10-meter walk, s	9.7	-0.5 (0.6)	9.6	1.9 (1.0)	10.4	-0.6 (0.9)	10.2	2.5 (1.2)
	4-stair climb, s	14.1	-8.5 (7.9)	8.2	0.3 (1.0)	17.3	-11.1 (10.5)	9.3	0.6 (1.2)
	Gower's maneuver, s	10.8	-0.3 (0.7)	19.8	-2.2 (1.4)	11.5	-0.4 (0.8)	23.9	-2.6 (1.9)
	Rising from chair, s	13.6	-10.2 (9.7)	4.5	-0.5 (0.7)	17.6	-13.7 (13.0)	5.2	-0.4 (0.9)
Pulmonary function	FVC, % predicted	70.7	-0.9 (0.7)	69.7	-4.0 (0.8)	67.9	0.1 (0.7)	67.5	-4.0 (0.9)
	MIP, % predicted	61.8	2.1 (2.1)	59.9	-2.7 (2.8)	61.3	1.0 (2.5)	55.0	-1.7 (1.5)
	MEP, % predicted	70.7	0.6 (2.4)	65.1	-1.6 (2.1)	70.7	-2.7 (2.7)	62.2	-3.9 (1.8)
Muscle strength	Lower MMT score	28.0	1.6 (0.4)	27.7	0.9 (0.4)	26.4	1.6 (0.5)	26.1	0.9 (0.5)
	Upper MMT score	34.3	1.5 (0.4)	34.7	0.7 (0.6)	33.7	1.8 (0.4)	34.2	0.4 (0.7)
	Total MMT score	62.3	3.1 (0.7)	62.4	1.4 (0.8)	60.1	3.4 (0.9)	60.3	1.1 (0.9)
PROs	PROMIS®-Physical Function	66.9	1.9 (0.8)	68.0	0.2 (1.8)	64.4	1.8 (0.9)	66.9	-1.0 (2.0)
	PROMIS®-Fatigue	22.3	-2.0 (0.6)	21.1	-1.7 (1.1)	22.0	-1.9 (0.7)	20.4	-0.3 (1.0)
Biomarkers	Urine Hex4, mmol/mol	4.6	-1.9 (0.3)	6.9	1.2 (0.7)	4.6	-1.7 (0.3)	7.2	1.9 (0.8)
	Serum CK, U/L	447.0	-130.5 (25.1)	527.8	60.2 (26.2)	441.8	-118.0 (28.4)	492.3	79.6 (26.9)

Based on LOCF means

Treatment group favored | Nominal statistical significance ($P<0.05$)

AT-GAA: Key Takeaways

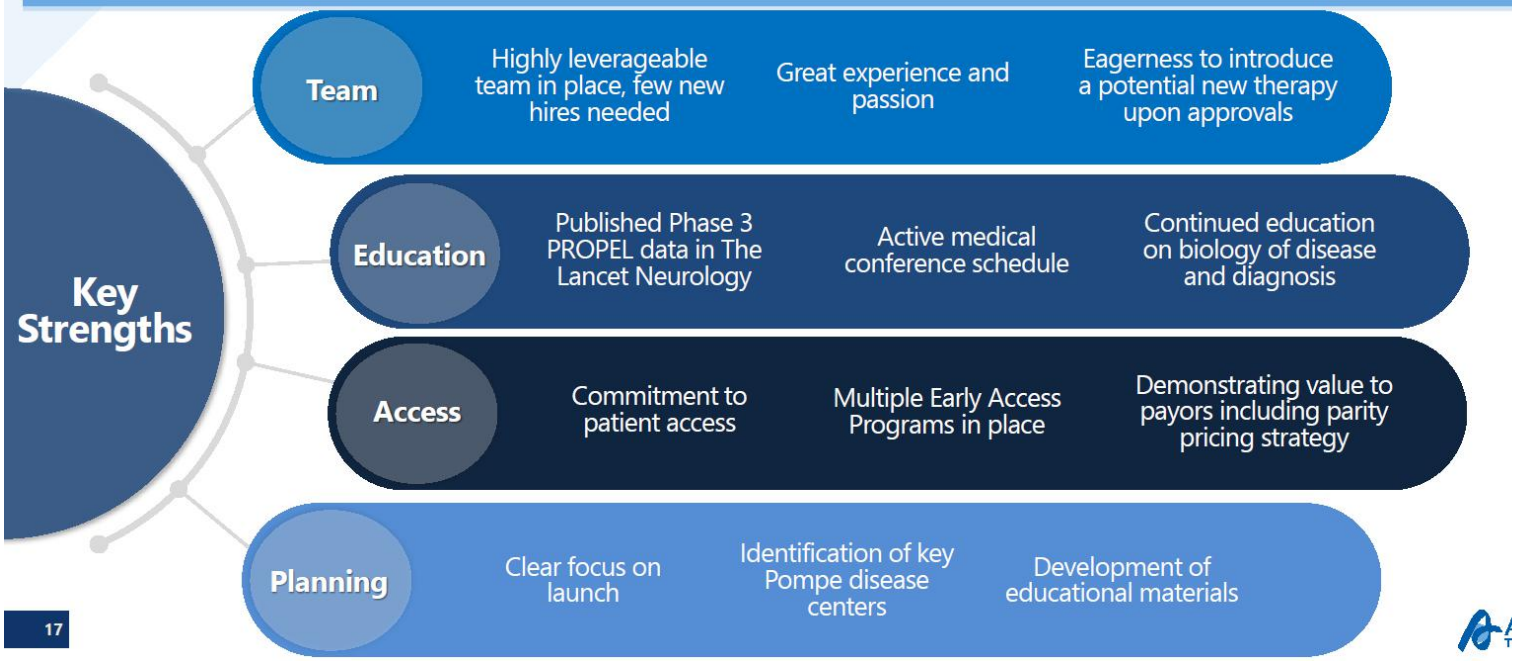
Focused on Advancing AT-GAA to as Many Patients as Possible through Global Regulatory Pathways and Early Access Schemes

- Regulatory status update:
  - U.S. PDUFA date mid 2022[1]
  - CHMP opinion late 2022
  - Planning for additional regulatory submissions
- Multiple early access mechanisms in place, including in the U.K., Germany, Japan, and others
- 150+ people living with Pompe disease are on AT-GAA today across our clinical extension studies and early access programs
- Ongoing supportive studies:
  - Late-Onset Pompe Disease (LOPD) in children and adolescents aged 0 to <18
  - Infantile-Onset Pompe Disease (IOPD)

[1]FDA PDUFA date of May 29, 2022 for miglustat NDA and July 29, 2022 for cipaglucosidase alfa BLA

Launch Preparations

Experienced and Passionate Rare Disease Medical and Commercial Organization Poised for Second Successful Launch



Financial & Operational Strategy

... maintaining a strong financial outlook

2021 Select Financial Results

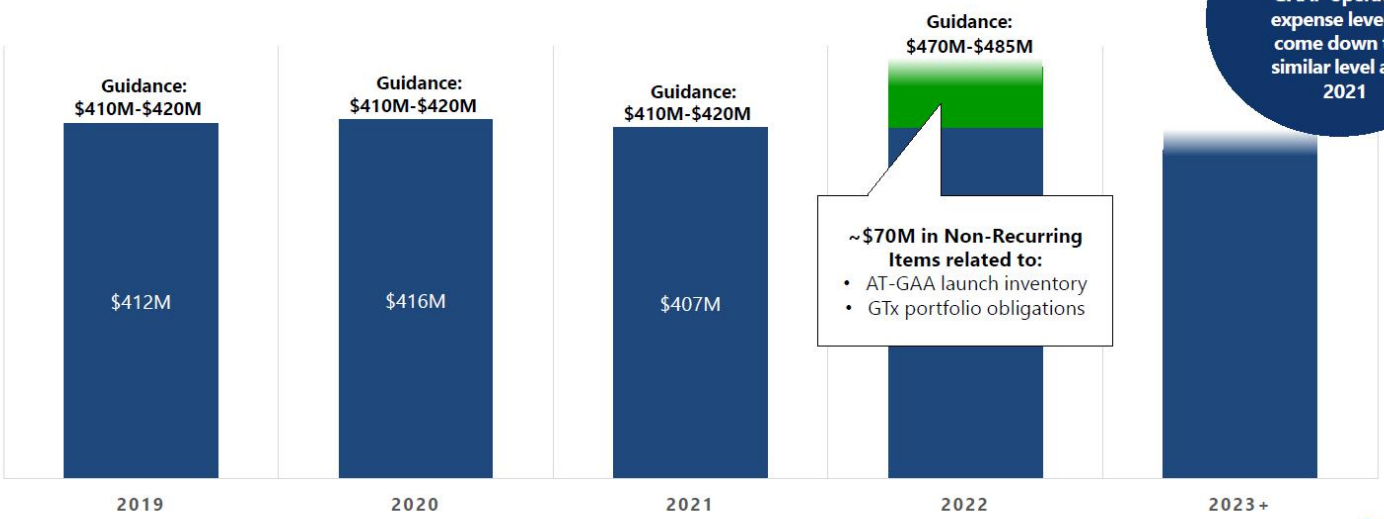
2021 Revenue of $306M and Growth Rate of 17% from Global Galafold Sales

(in thousands, except per share data)	Dec. 31, 2021	Dec. 31, 2020
Product Revenue	$305,514	$260,886
Cost of Goods Sold	34,466	31,044
R&D Expense	272,049	308,443
SG&A Expense	192,710	156,407
Changes in Fair Value of Contingent Consideration	6,514	3,144
Depreciation and Amortization	6,209	8,846
Loss from Operations	(206,434)	(246,998)
Income Tax Expense	(8,906)	(2,598)
Net Loss	(250,460)	(276,852)
Net Loss Per Share	(0.92)	(1.07)

Non-GAAP Operating Expense

Non-GAAP Expense Forecasting and Budgeting Historically In-Line with Company Guidance

Non-GAAP Operating Expense



In 2023, Amic
expects non-
GAAP operati
expense levels
come down to
similar level as
2021

Financial Outlook and Path to Profitability

Clear Strategy to Build our Business, Advance our Portfolio, and Achieve Profitability

Sustain Galafold Revenue Growth

$306M full-year 2021 revenue, +17%

2022 Galafold revenue guidance of **$350M-$365M,** +15-20%

Secure Approvals of AT-GAA

Galafold and AT-GAA expected to drive strong double-digit growth long term

Deliver on Financial Goals

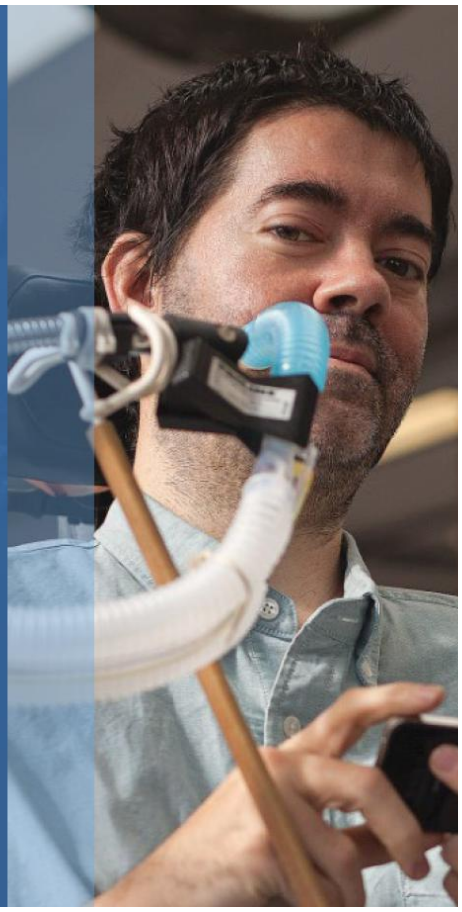
Focused on prudent expense management

Achieve profitability[1] in 2023

[1]Based on projections of Amicus non-GAAP Net Income under current operating plans, which includes successful AT-GAA regulatory approvals and continued Galafold growth. We define non-GAAP Net Income as GAAP Net Income excluding the impact of share-based compensation expense, changes in fair value of contingent consideration, depreciation and amortization, acquisition related income (expense), loss on extinguishment of debt, loss on impairment of assets, restructuring charges and income taxes.

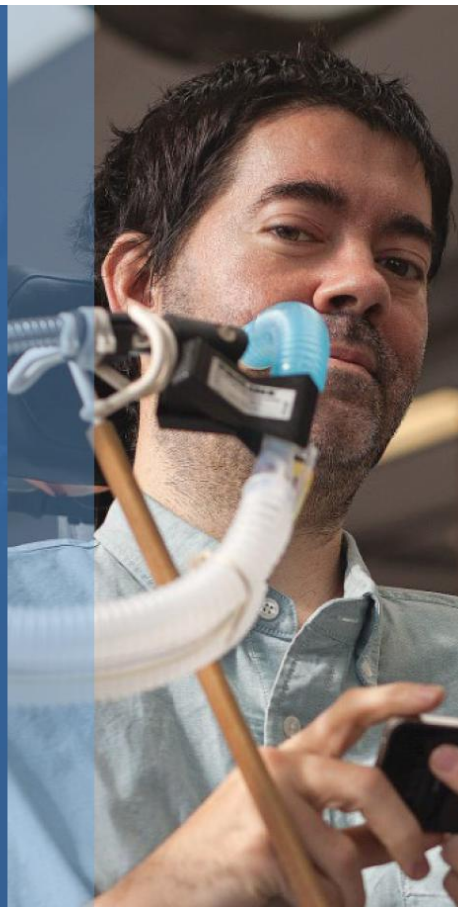
Amicus Therapeutics

Thank You



Amicus Therapeutics

Appendix



Appendix

Amicus Therapeutics, Inc.
Reconciliation of Non-GAAP Financial Measures
(in thousands)

	December 31		
	2021	2020	2019
Total operating expenses - as reported GAAP	**$ 477,482**	**$ 476,840**	**$ 464,311**
Research and development:			
Share-based compensation	17,340	20,817	17,575
Selling, general and administrative:			
Share-based compensation	40,498	28,334	26,855
Changes in fair value of contingent consideration payable	6,514	3,144	3,297
Depreciation and amortization	6,209	8,846	4,775
Total operating expense adjustments to reported GAAP	70,561	61,141	52,502
Total operating expenses - as adjusted	**$ 406,921**	**$ 415,699**	**$ 411,809**