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

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

VIRIDIAN THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

47-1187261
(I.R.S. Employer
Identification No.)

Viridian Therapeutics, Inc.
221 Crescent Street, Suite 401
Waltham, MA 02453
(Address of Principal Executive Offices, Zip Code)

Viridian Therapeutics, Inc. 2016 Employee Stock Purchase Plan
Viridian Therapeutics, Inc. 2022 Stock Option Inducement Awards
Viridian Therapeutics, Inc. 2023 Stock Option Inducement Awards
Viridian Therapeutics, Inc. 2023 Restricted Stock Unit Inducement Award
(Full title of the plans)

Scott Myers
President and Chief Executive Officer
221 Crescent Street, Suite 401
Waltham, MA 02453
(617) 272-4600
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Sean Feller
Gibson, Dunn & Crutcher LLP
2029 Century Park East
Los Angeles, CA 90067-3026
(310) 551 - 8746

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

EXPLANATORY NOTE

Viridian Therapeutics, Inc., a Delaware corporation (the “Registrant”), is filing this Registration Statement with the Securities and Exchange Commission (the “Commission”) to register 413,059 additional shares of the Registrant’s common stock, par value \$0.01 per share (“Common Stock”) under the Registrant’s 2016 Employee Stock Purchase Plan pursuant to the provisions of such plan providing for an automatic increase in the number of shares reserved for issuance under such plan.

The Registrant is also filing this Registration Statement with the Commission to register 2,339,000 additional shares of Common Stock subject to stock options and restricted stock units granted to certain employees (the “Inducement Grants”). The Inducement Grants have been granted outside of the Company’s Amended and Restated 2016 Equity Incentive Plan (the “2016 Plan”) but remain subject to the terms and conditions of such 2016 Plan. The Inducement Grants were granted as an inducement material to these individuals entering into employment with the Registrant in accordance with Nasdaq Listing Rule 5635(c)(4). Such Inducement Grants are unvested and unexercisable as of the date of this Registration Statement.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information*

Not required to be filed with this registration statement.

Item 2. Registrant Information and Employee Plan Annual Information*

Not required to be filed with this registration statement.

* Documents containing the information specified in Part I of Form S-8 have been and/or will be sent or given to employees as specified by Rule 428(b)(1) of the Securities Act. In accordance with the instructions of Part I of Form S-8, such documents will not be filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute the prospectus as required by Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Commission are incorporated by reference herein and shall be deemed to be a part hereof:

- the Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2022, filed on March 9, 2023;
- the Current Report on Form 8-K filed with the Commission on [February 6, 2023](#);
- The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on [Form 8-A](#) (File No. 001-36483) filed with the Commission on June 6, 2014, pursuant to Rule 12g-3 promulgated under the Exchange Act, as updated by Exhibit 4.5 to the Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2022, filed on March 9, 2023, including any amendment or report filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities being offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated herein by reference and to be a part hereof from the dates of filing of such documents. Any statement contained in a document incorporated, or deemed to be incorporated, by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant is a Delaware corporation. Section 145(a) of the Delaware General Corporation Law, or the DGCL, provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the

corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the DGCL provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Further subsections of DGCL Section 145 provide that:

(1) to the extent a present or former director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (i) and (ii) of Section 145 or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by such person in connection therewith;

(2) the indemnification and advancement of expenses provided for pursuant to Section 145 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise; and

(3) the corporation shall have the power to purchase and maintain insurance of behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under Section 145.

As used in this Item 6, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of the company, and whether civil, criminal, administrative, investigative or otherwise.

Section 145 of the DGCL makes provision for the indemnification of officers and directors in terms sufficiently broad to indemnify officers and directors of the Registrant under certain circumstances from liabilities (including reimbursement for expenses incurred) arising under the Securities Act. Provisions in the company's certificate of incorporation and amended and restated bylaws limit or eliminate the personal liability of the directors to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended. Consequently, a director will not be personally liable to the Registrant or the Registrant's stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to the Registrant or the Registrant's stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any unlawful payments related to dividends or unlawful stock purchases, redemptions or other distributions; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not alter director liability under the federal securities laws and do not affect the availability of equitable remedies, such as an injunction or rescission.

In addition, the Registrant's bylaws provide that:

- the Registrant will indemnify its directors, officers and, in the discretion of the Registrant's board of directors, certain employees to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended; and
- the Registrant will advance reasonable expenses, including attorneys' fees, to directors and, in the discretion of the board of directors, to officers and certain employees, in connection with legal proceedings relating to their service for or on behalf of the Registrant, subject to limited exceptions.

The Registrant has entered into indemnification agreements with each of the directors and executive officers. These agreements provide that the Registrant will indemnify each of the Registrant's directors, executive officers and, at times, their affiliates to the fullest extent permitted by Delaware law. The Registrant will advance expenses, including attorneys' fees (but excluding judgments, fines and settlement amounts), to each indemnified director, executive officer or affiliate in connection with any proceeding in which indemnification is available and the Registrant will indemnify the directors and officers for any action or proceeding arising out of that person's services as a director or officer brought on behalf of the Registrant or in furtherance of its rights. Additionally, certain of the directors or officers may have certain rights to indemnification, advancement of expenses or insurance provided by their affiliates or other third parties, which indemnification relates to and might apply to the same proceedings arising out of such director's or officer's services as a director referenced herein. Nonetheless, the Registrant has agreed in the indemnification agreements that the Registrant's obligations to those same directors or officers are primary and any obligation of such affiliates or other third parties to advance expenses or to provide indemnification for the expenses or liabilities incurred by those directors are secondary.

The Registrant also maintains general liability insurance which covers certain liabilities of the directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers, including liabilities under the Securities Act.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
4.1	<u>Amended and Restated Certificate of Incorporation of the Registrant, effective as of March 9, 2022 (Incorporated herein by reference to Exhibit 3.1 to the Registrant's Annual Report on Form 10-K filed on March 11, 2022 (File No. 001-36483)).</u>
4.2	<u>Amended and Restated Bylaws of the Registrant, effective as of May 11, 2022 (Incorporated herein by reference to Exhibit 3.2 to the Registrant's Quarterly Report on Form 10-Q filed on May 13, 2022 (File No. 001-36843)).</u>
5.1*	<u>Opinion of Gibson, Dunn & Crutcher LLP.</u>
23.1*	<u>Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1).</u>
23.2*	<u>Consent of KPMG LLP, independent registered public accounting firm.</u>
24.1*	<u>Power of Attorney (included on signature page hereto).</u>
99.1	<u>Registrant's 2016 Employee Stock Purchase Plan (Incorporated herein by reference to Exhibit 10.39 to the Registrant's Registration Statement on Form S-4 filed on December 2, 2016 (File No. 333-214893)).</u>
99.2	<u>Registrant's Amended and Restated 2016 Equity Incentive Plan (Incorporated herein by reference to Exhibit 10.18 to the Registrant's Annual Report on Form 10-K filed on March 26, 2021 (File No. 001-36483)).</u>
99.3	<u>Form of Inducement Stock Option Agreement (Incorporated herein by reference to Exhibit 99.3 to the Registrant's Registration Statement on Form S-8 filed on March 11, 2022 (File No. 333-263490)).</u>
99.4*	<u>Form of Inducement Restricted Stock Unit Agreement.</u>
107.1*	<u>Filing Fee Table</u>

* Filed herewith.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Waltham, Commonwealth of Massachusetts, on March 10, 2023.

VIRIDIAN THERAPEUTICS, INC.

By: /s/ Kristian Humer

Name: Kristian Humer

Title: Chief Financial Officer and Chief Business Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each individual whose signature appears below hereby constitutes and appoints Scott Myers and Kristian Humer, and each of them severally, as his or her true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution for him or her and in his or her name, place, and stead in any and all capacities to sign any and all amendments (including post-effective amendments and amendments filed pursuant to Rule 462(b) under the Securities Act of 1933) to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or of his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Scott Myers</u> Scott Myers	President, Chief Executive Officer, and Director <i>(Principal Executive Officer)</i>	March 10, 2023
<u>/s/ Kristian Humer</u> Kristian Humer	Chief Financial Officer <i>(Principal Financial and Principal Accounting Officer)</i>	March 10, 2023
<u>/s/ Tomas Kiselak</u> Tomas Kiselak	Chairman of the Board	March 10, 2023
<u>/s/ Arlene Morris</u> Arlene Morris	Director	March 10, 2023
<u>/s/ Peter Harwin</u> Peter Harwin	Director	March 10, 2023
<u>/s/ Jennifer Moses</u> Jennifer Moses	Director	March 10, 2023

March 10, 2023

Viridian Therapeutics, Inc.
221 Crescent Street, Suite 401
Waltham, MA 02453

Re: Proposed Offering of up to 413,059 Shares of Common Stock Pursuant to the Viridian Therapeutics, Inc. 2016 Employee Stock Purchase Plan and up to 2,339,000 Shares of Common Stock Pursuant to Stock Option Inducement Awards and Restricted Stock Unit Inducement Award

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the “Registration Statement”), of Viridian Therapeutics, Inc., a Delaware corporation (the “Company”), to be filed with the Securities and Exchange Commission (the “Commission”) pursuant to the Securities Act of 1933, as amended (the “Securities Act”), in connection with the offering by the Company of up to (i) 413,059 shares of the Company’s Common Stock, par value \$0.01 per share (the “2016 ESPP Shares”), available for issuance pursuant to the Viridian Therapeutics, Inc. 2016 Employee Stock Purchase Plan (the “2016 ESPP Plan”) and (ii) 2,339,000 shares of the Company’s Common Stock, par value \$0.01 per share (the “Inducement Award Shares” and, together with the 2016 ESPP Shares, the “Shares”), available for issuance pursuant to Stock Option Inducement Award Agreements entered into by the Company and each of Marc Booker, Thomas Ciulla, Matthew Fearer, Felix Geissler, Jennifer Helfer, Mark Howansky, Todd James, Erik Kupperman, Oluwaseun Matthew, Cathy Michalsky, Scott Myers, Shula Pollard, Kinsuk Shah, Valerie Smith, Wenzhuo Wang and Elizabeth Web and a Restricted Stock Unit Inducement Award Agreement entered into by the Company and Scott Myers in connection with their respective commencement of employment with the Company (the “Inducement Award Agreements”, and together with the 2016 ESPP Plan, the “Plans”).

In arriving at the opinion expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of the Plans and such other documents, corporate records of the Company, certificates of officers of the Company and of public officials and other documents as we have deemed necessary or advisable to enable us to render this opinion. In our examination, we have assumed without independent investigation the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. We have also assumed that there are no agreements or understandings between or among the Company and any participants in the Plans that would expand, modify or otherwise affect the terms of the Plans or the respective rights or obligations of the participants thereunder. Finally, we have assumed the accuracy of all other information provided to us by the Company during the course of our investigations, on which we have relied in issuing the opinion expressed below.

Viridian Therapeutics, Inc.
March 10, 2023

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein and in reliance on the statements of fact contained in the documents that we have examined, we are of the opinion that the Shares, when issued and sold in accordance with the terms set forth in the Plans and against payment therefor, and when the Registration Statement has become effective under the Securities Act, will be validly issued, fully paid and non-assessable.

We render no opinion herein as to matters involving the laws of any jurisdiction other than the Delaware General Corporation Law (the "DGCL"). This opinion is limited to the effect of the current state of the DGCL and to the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

We consent to the filing of this opinion as an exhibit to the Registration Statement. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP

Gibson, Dunn & Crutcher LLP

Beijing • Brussels • Century City • Dallas • Denver • Dubai • Frankfurt • Hong Kong • Houston • London • Los Angeles • Munich
New York • Orange County • Palo Alto • Paris • San Francisco • São Paulo • Singapore • Washington, D.C.



KPMG LLP
Suite 280
4440 Arapahoe Avenue
Boulder, CO 80303

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated March 9, 2023, with respect to the consolidated financial statements of Viridian Therapeutics, Inc., incorporated herein by reference.

KPMG LLP

Boulder, Colorado
March 10, 2023

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

**VIRIDIAN THERAPEUTICS, INC.
RESTRICTED STOCK UNIT GRANT NOTICE
(2016 AMENDED AND RESTATED EQUITY INCENTIVE PLAN)**

Viridian Therapeutics, Inc. (the “*Company*”), pursuant to its 2016 Amended and Restated Equity Incentive Plan (the “*Plan*”), hereby awards to Participant the number of restricted stock units set forth below (“*Award*”). This Award is subject to all of the terms and conditions as set forth herein and in the Restricted Stock Unit Agreement and the Plan, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan or the Restricted Stock Unit Agreement. In the event of any conflict between the terms in the Award and the Plan, the terms of the Plan shall control.

Participant:
 Date of Grant:
 Vesting Commencement Date:
 Number of Restricted Stock Units:
 Consideration: Participant’s Services

Vesting Schedule: [As determined by the Board of Directors]

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Restricted Stock Unit Grant Notice, the Restricted Stock Unit Agreement and the Plan. Participant acknowledges and agrees that this Restricted Stock Unit Grant Notice and the Restricted Stock Unit Agreement may not be modified, amended or revised except as provided therein or in the Plan. Participant further acknowledges that as of the Date of Grant, this Restricted Stock Unit Grant Notice, the Restricted Stock Unit Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the grant of restricted stock units pursuant to the Award specified above and supersede all prior oral and written agreements on that subject with the exception, if applicable, of (i) the written employment agreement or offer letter agreement entered into between the Company and Participant specifying the terms that should govern this specific Award, and (ii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law.

Participant consents to receive Plan documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

VIRIDIAN THERAPEUTICS, INC.

By: _____
Signature

Title: _____

Date: _____

PARTICIPANT:

Signature

Date: _____

VIRIDIAN THERAPEUTICS, INC.
2016 AMENDED AND RESTATED EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

Pursuant to the Restricted Stock Unit Grant Notice (“*Grant Notice*”) and this Restricted Stock Unit Agreement (collectively, the “*Award*”) and in consideration of your services, Viridian Therapeutics, Inc. (the “*Company*”) has awarded you the number of restricted stock units (each, a “*Restricted Stock Unit*”) under its 2016 Amended and Restated Equity Incentive Plan (the “*Plan*”) indicated in the Grant Notice. Capitalized terms not explicitly defined in this Restricted Stock Unit Agreement but defined in the Plan shall have the same definitions as in the Plan. The details of your Award, in addition to those set forth in the Grant Notice and the Plan, are as follows.

- 1. NATURE OF RESTRICTED STOCK UNITS.** Each Restricted Stock Unit granted to you pursuant to the Grant Notice represents an unfunded, unsecured right to receive one share of Common Stock.
- 2. VESTING.** Subject to the conditions contained herein and in the Plan, the Restricted Stock Units shall vest as provided in the Grant Notice. The number of shares subject to your Award may be adjusted from time to time for Capitalization Adjustments, as provided in the Plan.
- 3. SETTLEMENT OF RESTRICTED STOCK UNITS.** Upon the vesting of a Restricted Stock Unit hereunder, and subject to any election by the Committee pursuant to Section 6(b)(iii) of the Plan, the Company will deliver one share of Common Stock for each Restricted Stock Unit (as adjusted under the Plan, as applicable) to you as soon as reasonably practicable (and, in any event, within two and one-half (2.5) months) following the applicable vesting date. Notwithstanding anything in this Restricted Stock Unit Agreement to the contrary, the Company shall have no obligation to issue or transfer any shares of Common Stock as contemplated by this Restricted Stock Unit Agreement unless the shares of Common Stock are then registered under the Securities Act or, if not registered, the Company has determined that the issuance of the shares would be exempt from the registration requirements of the Securities Act. The issuance of shares of Common Stock under this Restricted Stock Unit Agreement must also comply with all other applicable laws and regulations governing your Award.
- 4. TREATMENT OF RESTRICTED STOCK UNITS UPON TERMINATION.** Except as otherwise provided in the Grant Notice or as otherwise may be provided by the Committee, in the event of your termination of Continuous Service for any reason prior to the time that your Restricted Stock Units have vested, (A) all vesting with respect to your Restricted Stock Units shall cease and (B) unvested Restricted Stock Units shall be forfeited to the Company by you for no consideration as of the date of such Termination.
- 5. CONDITIONS TO ISSUANCE OF COMMON STOCK.** Notwithstanding anything in this Restricted Stock Unit Agreement to the contrary, the Company shall not be required to record the ownership by you of shares of Common Stock issued upon the settlement of vested Restricted Stock Units prior to fulfillment of all of the following conditions: (i) the obtaining of approval or other clearance from any federal, state, local or non-U.S. governmental agency which the Committee shall, in its reasonable and good faith discretion, determine to be necessary; (ii) the lapse of such reasonable period of time following the settlement of the vested Restricted Stock Units as may otherwise be required by applicable law; and (iii) the execution and delivery to the Company, to the extent not so previously executed and delivered, of such other documents and instruments as may be reasonably required by the Committee.
- 6. NON-TRANSFERABILITY.** The Restricted Stock Units are not transferable by you. Except as otherwise provided herein, no assignment or transfer of the Restricted Stock Units, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Restricted Stock Units shall terminate and become of no further effect; provided, however, that an interest in such Restricted Stock Units and the shares of Common Stock subject to such award may be transferred pursuant to a qualified domestic relations order as defined in the Code or Title I of the Employee Retirement Income Security Act.

7. RIGHTS AS STOCKHOLDER. You shall have no rights as a stockholder with respect to any share of Common Stock underlying a Restricted Stock Unit unless and until (i) you have become the holder of record or the beneficial owner of such share of Common Stock in accordance with this Restricted Stock Unit Agreement and (ii) the issuance of such share of Common Stock has been entered into the books and records of the Company. No adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which you shall become the holder of record or the beneficial owner thereof.

8. TAX WITHHOLDING. You may be required to pay to the Company and the Company shall have the right and is hereby authorized to withhold, any applicable withholding taxes in respect of the Restricted Stock Units, their vesting or settlement or any payment or transfer with respect to the Restricted Stock Units at the maximum permissible statutory rates that will not cause an adverse accounting consequence, and to take such action as may be necessary in the opinion of the Committee to satisfy all obligations for the payment of such withholding taxes. The Committee may, in its sole discretion, permit you to satisfy such withholding tax obligations, in whole or in part, by delivering shares of Common Stock, including shares of Common Stock received upon settlement of Restricted Stock Units pursuant to this Restricted Stock Unit Agreement.

9. TAX CONSEQUENCES. You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You will not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from your Restricted Stock Units or your other compensation.

10. NOTICE. Any notices provided for with respect to the Restricted Stock Units or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

11. AWARD NOT A SERVICE CONTRACT. Your Award is not an employment or service contract, and nothing in your Award shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or on the part of the Company or an Affiliate to continue your employment. In addition, nothing in your Award shall obligate the Company or an Affiliate, their respective stockholders, boards of directors, Officers or Employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

12. BINDING EFFECT. This Restricted Stock Unit Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

13. GOVERNING LAW; VENUE. The laws of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Restricted Stock Unit Agreement, without regard to that state's conflict of laws rules.

14. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. If there is any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan will control. In addition, your Award (and any compensation paid or shares issued under your Award) is subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law.

15. SECTION 409A. It is intended that the Restricted Stock Units granted hereunder shall be exempt from Section 409A of the Code pursuant to the “short-term deferral” rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder.

16. OTHER DOCUMENTS. You hereby acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus, and you acknowledge receipt of the Company's policy permitting certain individuals to sell shares only during certain “window” periods and the Company's insider trading policy, in effect from time to time.

17. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS. The value of this Award will not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any Affiliate's employee benefit plans.

18. SEVERABILITY. If all or any part of this Restricted Stock Unit Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Restricted Stock Unit Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Restricted Stock Unit Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

19. MISCELLANEOUS.

(a) The rights and obligations of the Company under your Award will be transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award, and fully understand all provisions of your Award.

(d) This Restricted Stock Unit Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Restricted Stock Unit Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

* * *

This Restricted Stock Unit Agreement will be deemed to be signed by you upon the signing by you of the Grant Notice to which it is attached.

Form S-8
(Form Type)
VIRIDIAN THERAPEUTICS, INC.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title ⁽¹⁾	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, \$0.01 par value per share, to be issued under the Viridian Therapeutics, Inc. 2016 Employee Stock Purchase Plan (the "2016 ESPP Plan")	Other ⁽²⁾	413,059	\$29.02 ⁽²⁾	\$11,986,972.18 ⁽²⁾	\$110.20 per \$1,000,000	\$1,320.96
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on July 1, 2022	Other ⁽³⁾	14,000	\$10.70 ⁽³⁾	\$149,800	\$110.20 per \$1,000,000	\$16.51
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on August 2, 2022	Other ⁽³⁾	53,000	\$14.10 ⁽³⁾	\$747,300	\$110.20 per \$1,000,000	\$82.36
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on September 1, 2022	Other ⁽³⁾	103,000	\$21.21 ⁽³⁾	\$2,184,630	\$110.20 per \$1,000,000	\$240.75
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on December 1, 2022	Other ⁽³⁾	215,000	\$26.04 ⁽³⁾	\$5,598,600	\$110.20 per \$1,000,000	\$616.97
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on January 3, 2023	Other ⁽³⁾	35,000	\$28.50 ⁽³⁾	\$997,500	\$110.20 per \$1,000,000	\$109.92
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on February 1, 2023	Other ⁽³⁾	332,000	\$37.30 ⁽³⁾	\$12,383,600	\$110.20 per \$1,000,000	\$1,364.67
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on February 6, 2023	Other ⁽³⁾	1,000,000	\$35.80 ⁽³⁾	\$35,800,000	\$110.20 per \$1,000,000	\$3,945.16
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on March 1, 2023	Other ⁽³⁾	337,000	\$33.06 ⁽³⁾	\$11,141,220	\$110.20 per \$1,000,000	\$1,227.76
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Restricted Stock Unit Inducement Award granted on February 6, 2023	Other ⁽²⁾	250,000	\$29.02 ⁽²⁾	\$7,255,000	\$110.20 per \$1,000,000	\$799.50
Total Offering Amounts					\$88,244,622.18		\$9,724.56
Total Fee Offsets							\$0.00
Net Fee Due							\$9,724.56

- (1) Represents (i) 413,059 shares of common stock of Viridian Therapeutics, Inc. (the "Registrant") issuable through the 2016 ESPP Plan; (ii) 2,089,000 shares of common stock of the Company issuable pursuant to the Stock Option Inducement Awards granted on July 1, 2022, August 2, 2022, September 1, 2022, December 1, 2022, January 3, 2023, February 1, 2023, February 6, 2023, and March 1, 2023; and (iii) 250,000 shares of common stock of the Company issuable pursuant to the Restricted Stock Unit Inducement Award. Pursuant to Rule 416 of the Securities Act of 1933 (the "Securities Act"), this Registration Statement on Form S-8 (this "Registration Statement"), also includes additional shares of common stock of the Registrant in respect of the securities identified in the above table that may become issuable through the 2016 ESPP Plan, each of the Stock Option Inducement Awards, and the Restricted Stock Unit Inducement Award as a result of any stock dividend, stock split, recapitalization or other similar transactions
- (2) Estimated solely for calculating the registration fee, pursuant to paragraphs (c) and (h) of Rule 457 under the Securities Act, on the basis of the average of the high and low sale prices of the shares of common stock of the Company on The Nasdaq Capital Market on March 9, 2023, within five business days prior to filing.
- (3) Based on the exercise price on the date of grant.