
**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. 2021 Stock Option Inducement Awards
(Full title of the plans)

Jonathan Violin, Ph.D.
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 239,240 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 720,000 additional shares of Common Stock subject to stock options 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, 2021, filed on March 11, 2022;
- 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, 2020, filed on March 26, 2021, 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 11, 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 January 20, 2021 (Incorporated herein by reference to Exhibit 3.3 to the Registrant's Current Report on Form 8-K filed on January 20, 2021 (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.</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 Waltham, Commonwealth of Massachusetts, on March 11, 2022.

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 Jonathan Violin 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/ Jonathan Violin</u> Jonathan Violin	President, Chief Executive Officer, and Director (<i>Principal Executive Officer</i>)	March 11, 2022
<u>/s/ Kristian Humer</u> Kristian Humer	Chief Financial Officer and Chief Business Officer (<i>Principal Financial and Accounting Officer</i>)	March 11, 2022
<u>/s/ Tomas Kiselak</u> Tomas Kiselak	Chairman of the Board	March 11, 2022
<u>/s/ Peter Harwin</u> Peter Harwin	Director	March 11, 2022
<u>/s/ Arlene Morris</u> Arlene Morris	Director	March 11, 2022
<u>/s/ Jennifer Moses</u> Jennifer Moses	Director	March 11, 2022

March 11, 2022

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

Re: Proposed Offering of up to 239,240 Shares of Common Stock Pursuant to the Viridian Therapeutics, Inc. 2016 Employee Stock Purchase Plan and up to 720,000 Shares of Common Stock Pursuant to Stock Option Inducement Awards

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) 239,240 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) 720,000 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 Deepa Rajagopalan, M.D., Robert Henderson, John Jordan, and Kristian Humer 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 11, 2022

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.

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated March 11, 2022, with respect to the consolidated financial statements of Viridian Therapeutics, Inc., incorporated herein by reference.

 (signed) KPMG LLP

Boulder, Colorado

March 11, 2022

This Option is not intended to qualify as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended. By accepting this Grant Notice, Participant acknowledges that he or she has received and read, and agrees that this Option shall be subject to, the terms of this Grant Notice, the Plan and the Standard Terms and Conditions.

VIRIDIAN THERAPEUTICS, INC.

By _____

Title: _____

Participant Signature

Address (please print):

VIRIDIAN THERAPEUTICS, INC.
STANDARD TERMS AND CONDITIONS FOR
INDUCEMENT AWARD STOCK OPTIONS

These Standard Terms and Conditions apply to the non-qualified stock option (the "Option") to purchase up to the number of shares of the Company's common stock (the "Common Stock") set forth in the Grant Notice provided herewith (the "Grant Notice") and granted as an "inducement" award under NASDAQ Marketplace Rules. The Option has been granted outside of the Company's existing equity compensation plans. However, the Option will be governed in all respects as if issued pursuant to the Company's Amended and Restated 2016 Equity Incentive Plan (the "Plan"). The Option is identified as a non-qualified stock option and is evidenced by the Grant Notice that specifically refers to these Standard Terms and Conditions. In addition to these Standard Terms and Conditions, the Option shall be subject to the terms of the Plan, which are incorporated into these Standard Terms and Conditions by this reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan.

1. Terms of Option

Viridian Therapeutics, Inc. (the "Company"), has granted to the Participant named in the Grant Notice the Option as set forth in the Grant Notice. The price at which a share of Common Stock may be purchased upon the exercise of an Option (the "Option Exercise Price") and the other terms and conditions of the Option are set forth in the Grant Notice, these Standard Terms and Conditions (as amended from time to time), and the Plan. For purposes of these Standard Terms and Conditions and the Grant Notice, any reference to the Company shall include a reference to any subsidiary of the Company.

2. Non-Qualified Stock Option

The Option is not intended to be an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") and will be interpreted accordingly.

3. Exercise of Option

The Option shall not be exercisable as of the Grant Date set forth in the Grant Notice. After the Grant Date, to the extent not previously exercised, and subject to termination or acceleration as provided in the Grant Notice, these Standard Terms and Conditions and the Plan, the Option shall be exercisable only to the extent it becomes vested, as described in the Grant Notice or the terms of the Plan, to purchase up to that number of shares of Common Stock as set forth in the Grant Notice, subject to the Participant's continuous employment with the Company. The vesting and/or exercisability of an Option may be adjusted by the Committee to reflect the decreased level of employment during any period in which the Participant is on an authorized leave of absence or is employed on a less than full time basis.

To exercise the Option (or any part thereof), the Participant shall deliver to the Company a "Notice of Exercise" in a form specified by the Committee, specifying the number of whole shares of Common Stock the Participant wishes to purchase and how the Participant's shares of Common Stock should be registered (in the name only or in the Participant's and the Participant's spouse's names as community property or as joint tenants with right of survivorship).

The Option Exercise Price is set forth in the Grant Notice. The Company shall not be obligated to issue any shares of Common Stock until the Participant shall have paid the total Option Exercise Price for that number of shares of Common Stock. Subject to applicable statutes and regulations, the Participant may pay the Option Exercise Price (a) in cash or by check, payable to the order of the Company; (b) by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding; (c) by delivery (either by actual delivery or attestation) of shares of Common Stock owned by the Participant with a Fair Market Value (as defined below) on the date of delivery equal to the Option Exercise Price, provided such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements or (d) by executing and delivering the documents necessary to irrevocably authorize a broker acceptable to the Company to sell shares of Common Stock (or a sufficient portion of such shares) acquired upon exercise of the Option and remit to the Company a sufficient portion of the sale proceeds to pay the Option Exercise Price. Fractional shares may not be exercised. Shares of Common Stock will be issued as soon as practical after exercise. Notwithstanding the above, the Company shall not be obligated to deliver any shares of Common Stock during any period when the Company determines that the exercisability of the Option or the delivery of shares of Common Stock hereunder would violate any federal, state or other applicable laws.

For purposes of these Standard Terms and Conditions, "Fair Market Value" means, as of any date, the value of the Common Stock determined as follows: (i) if the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock as of any date of determination will be, unless otherwise determined by the Board, the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable; (ii) unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists; or (iii) in the absence of such markets for the Common Stock, the Fair Market Value will be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

4. Expiration of Option

The Option shall expire and cease to be exercisable as of earlier of (i) the Expiration Date set forth in the Grant Notice or (ii) the date specified below in connection with the termination of the Participant's employment with the Company:

(a) If the Participant's Continuous Service is terminated by reason of death or Disability, the Participant (or the estate, beneficiary or legal representative) may exercise the Option (to the extent that the Participant was entitled to exercise such Option as of the date of termination) until the date that is twelve (12) months following the date of such termination of the Participant's employment with the Company.

(b) If the Participant's employment with the Company is terminated for any reason other than death or disability by the Company, the Participant may exercise any portion of the Option that is vested and exercisable at the time of such termination of the Participant's employment with the Company until the date that is three (3) months following the date of such termination of the Participant's employment with the Company.

(c) If the Participant's employment with the Company is terminated by the Company for Cause (as defined below), the entire Option, whether or not then vested and exercisable, shall be immediately forfeited and canceled as of the date of such termination of the Participant's employment with the Company. For purposes of these Standard Terms and Conditions, "Cause" will have the meaning ascribed to such term in any written agreement between the Participant and the Company or any affiliate of the Company defining such term and, in the absence of such agreement, such term means, with respect to the Participant, the occurrence of any of the following events: (i) Participant's failure substantially to perform his or her duties and responsibilities to the Company or any affiliate of the Company or violation of a policy of the Company or any affiliate of the Company; (ii) Participant's commission of any act of fraud, embezzlement, dishonesty or any other misconduct that has caused or is reasonably expected to result in injury to the Company or any affiliate of the Company; (iii) unauthorized use or disclosure by Participant of any proprietary information or trade secrets of the Company or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Company or any affiliate of the Company; or (iv) Participant's breach of any of his or her obligations under any written agreement or covenant with the Company or any affiliate of the Company. The determination as to whether a Participant is being terminated for Cause will be made in good faith by the Company and will be final and binding on the Participant. Any determination by the Company that the employment of the Participant was terminated with or without Cause for the purposes of this Option will have no effect upon any determination of the rights or obligations of the Company, any affiliate of the Company or the Participant for any other purpose.

Any portion of the Option that is not vested and exercisable at the time of termination of the Participant's Continuous Service shall be forfeited and canceled as of the date of such termination of the Participant's Continuous Service.

5. Restrictions on Resales of Shares Acquired Pursuant to Option Exercise

The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any shares of Stock issued as a result of the exercise of the Option, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by Participant and other optionholders and (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

6. Withholding

The Company shall not deliver shares of Common Stock in respect of the exercise of the Option unless and until the Company satisfies all applicable federal, state, and local or other income and employment tax withholding obligations. In its sole discretion, the Company may satisfy such withholding obligations by any of the following means or by a combination of such means: (i) causing the Participant to tender to the Company cash payment; (ii) withholding from amounts otherwise payable by the Company to the Participant, including but not limited to additional withholding on the Participant's salary or wages; (iii) delivery of shares of Common Stock valued at their Fair Market Value; provided, however, except as otherwise provided by the Board, that the total tax withholding where stock is being used to satisfy such tax obligations cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income), and provided, further, shares surrendered to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements; or (iv) by such other method as determined by the Board.

7. Non-Transferability of Option

The Option shall not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the life of the Participant, shall be exercisable only by the Participant. Notwithstanding the foregoing, the Participant may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Participant, shall thereafter be entitled to exercise the Option. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees.

8. Other Agreements Superseded

The Grant Notice, these Standard Terms and Conditions and the Plan constitute the entire understanding between the Participant and the Company regarding the Option. Except as may otherwise be specifically set forth in any employment or severance agreement between the Participant and the Company, any prior agreements, commitments or negotiations concerning the Option are superseded.

9. Limitation of Interest in Shares Subject to Option

Neither the Participant (individually or as a member of a group) nor any beneficiary or other person claiming under or through the Participant shall have any right, title, interest, or privilege in or to any shares of Common Stock allocated or for the purpose of the Plan or the Option or subject to the Grant Notice or these Standard Terms and Conditions except as to such shares of Common Stock, if any, as shall have been issued to such person upon exercise of the Option or any part of it.

Nothing in the Plan, in the Grant Notice, these Standard Terms and Conditions or any other instrument executed pursuant to the Plan shall confer upon the Participant any right to continue to serve the Company or an affiliate of the Company in the capacity in effect at the time the Option was granted or shall affect the right of the Company or an affiliate of the Company to terminate the employment of the Participant with or without notice and with or without Cause.

10. No Liability of Company

The Company and any affiliate of the Company which is in existence or hereafter comes into existence shall not be liable to the Participant or any other person as to: (a) the non-issuance or sale of shares of Common Stock as to which the Company has been unable to obtain from any regulatory body having jurisdiction the authority deemed by the counsel to be necessary to the lawful issuance and sale of any shares hereunder; and (b) any tax consequence expected, but not realized, by the Participant or other person due to the receipt, exercise or settlement of any Option granted hereunder.

11. General

(a) In the event that any provision of these Standard Terms and Conditions is declared to be illegal, invalid or otherwise unenforceable by a court of jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid and enforceable, or otherwise deleted, and the remainder of these Standard Terms and Conditions shall not be affected except to the extent necessary to reform or delete such illegal, invalid or unenforceable provision.

(b) The headings preceding the text of the sections hereof are inserted solely for convenience of reference, and shall not constitute a part of these Standard Terms and Conditions, nor shall they affect its meaning, or effect.

(c) These Standard Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, , successors and assigns.

(d) These Standard Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.

(e) In the event of any conflict between the Grant Notice, these Standard Terms and Conditions and the Plan, the Grant Notice and these Standard Terms and Conditions shall control. In the event of any conflict between the Grant Notice and these Standard Terms and Conditions, the Grant Notice shall control.

(f) All questions arising under the Plan, the Grant Notice or under these Standard Terms and Conditions shall be decided by the Committee in its total and discretion.

12. Electronic Delivery

By executing the Grant Notice, the Participant hereby consents to the delivery of information (including, without limitation, information required to delivered to the Participant pursuant to applicable securities laws) regarding the Company and the subsidiaries, the Plan, the Option and the Common Stock via Company web site or other electronic delivery.

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)	239,240	\$16.67(2)	\$3,988,131(2)	\$92.70 per \$1,000,000	\$369.70
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on November 29, 2021	Other	120,000	\$17.97(3)	\$2,156,400	\$92.70 per \$1,000,000	\$199.90
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on November 15, 2021	Other	60,000	\$19.14(3)	\$1,148,400	\$92.70 per \$1,000,000	\$106.46
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on July 26, 2021	Other	360,000	\$17.09(3)	\$6,152,400	\$92.70 per \$1,000,000	\$570.33
Equity	Common Stock, \$0.01 par value per share, to be issued pursuant to a Stock Option Inducement Award granted on July 6, 2021	Other	180,000	\$17.20(3)	\$3,096,000	\$92.70 per \$1,000,000	\$287.00
Total Offering Amounts					\$16,541,331		\$1,533.39
Total Fee Offsets							\$0.00
Net Fee Due							\$1,533.39

- (1) Represents 239,240 shares of common stock of Viridian Therapeutics, Inc. (the "Registrant") issuable through the 2016 ESPP Plan and 720,000 shares of common stock of the Company issuable pursuant to the Stock Option Inducement Awards granted on November 29, 2021, November 15, 2021, July 26, 2021, and July 6, 2021. 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 and each of the Stock Option Inducement Awards 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 7, 2022, within five business days prior to filing.
- (3) Based on the exercise price on the date of grant.