

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): May 10, 2023

Standard BioTools Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-34180

(Commission
File Number)

77-0513190

(I.R.S. Employer
Identification No.)

**2 Tower Place, Suite 2000
South San Francisco, California 94080**

(Address of principal executive offices) (Zip Code)

(650) 266-6000

(Registrant's Telephone Number, Including Area Code)

(Former Name or 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, \$0.001 par value	LAB	Nasdaq Global Select Market

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

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.

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

Appointment of Chief Financial Officer

On May 15, 2023, Standard BioTools Inc. (the “Company”) announced the appointment of Jeffrey G. Black, age 54, as Chief Financial Officer of the Company, effective as of May 15, 2023.

Mr. Black served as Senior Vice President and Chief Financial Officer of Apollo Endosurgery Inc., a publicly listed medical technology company focused on endoscopic therapies for gastrointestinal conditions and interventional treatment of obesity, from August 2021 until April 2023, when Apollo was acquired by Boston Scientific. Prior to joining Apollo, he served as Executive Vice President and Chief Financial Officer of Alphatec Holdings, Inc., a publicly listed medical technology company focused on the surgical treatment of spinal disorders, from March 2017 to April 2021. Prior to joining Alphatec, Mr. Black was Senior Vice President and Chief Financial Officer of Applied Proteomics, Inc., a proteomics-based diagnostics company, Senior Vice President and Chief Financial Officer of AltheaDx, Inc., a pharmacogenetics diagnostics company, and Senior Vice President and Chief Financial Officer of Verenum Corporation, an industrial biotechnology company. Mr. Black began his career at Ernst & Young LLP. Mr. Black is a member of the board of directors of Cellana, Inc., where he serves as chair of the audit committee. Mr. Black received his B.S. in Business from the University of Arizona.

The Company entered into an offer letter with Mr. Black (“Offer Letter”) pursuant to which he will be an at-will employee of the Company. Pursuant to the Offer Letter, he will receive an annual base salary of \$415,000 and be eligible to receive an annual bonus with a target level of 55% of his annual base salary, prorated based on his date of hire.

As a material inducement for Mr. Black to commence employment with the Company, he will receive an award of stock options to purchase 400,000 shares of the Company’s common stock (“Option Award”). The Option Award will have a 10-year term and an exercise price per share equal to the closing price of the Company’s common stock as quoted on the Nasdaq Global Select Market on May 15, 2023. Subject to his continued employment with the Company through the applicable vesting dates, 25% of the shares subject to the Option Award will vest on the first anniversary of the vesting commencement date, and the remaining 75% of the shares subject to the Option Award will vest in roughly equal monthly installments thereafter. In addition, as a material inducement for Mr. Black to commence employment with the Company, he will receive an award of restricted stock units valued at \$400,000 (“RSU Award”) based on the closing price of the Company’s common stock on May 15, 2023. Subject to his continued employment with the Company, 25% of the shares underlying the RSU Award will vest on the first anniversary of the vesting commencement date and the remaining 75% of the shares underlying the RSU Award will vest in roughly equal installments every three months thereafter until fully vested in May 2027. The Option Award and RSU Award will be subject to the terms of the Company’s 2022 Inducement Equity Incentive Plan and the applicable award agreements thereunder.

The Company also entered into its 2020 Change of Control and Severance Plan Participation Agreement (“Severance Plan Participation Agreement”) with Mr. Black, with terms substantially as set forth under “Change of Control and Severance Plan” in the Company’s 2021 proxy statement filed April 14, 2021.

The foregoing descriptions of the Offer Letter and the Severance Plan Participation Agreement are qualified in their entirety by reference to the full text of the Offer Letter, a copy of which is filed as Exhibit 10.1 hereto, and the terms of which are incorporated by reference herein, and the Severance Plan Participation Agreement, a copy of which is filed as Exhibit 10.2 hereto, and the terms of which are incorporated by reference herein.

The Company expects to enter into its form of indemnification agreement for directors and executive officers with Mr. Black, which requires the Company to indemnify its directors and executive officers for certain expenses, including attorneys’ fees, judgments, penalties, fines and settlement amounts incurred by a director or an executive officer in any action or proceeding arising out of their services as one of the Company’s directors or executive officers or as a director, officer or other fiduciary of any other company or enterprise to which the person provides services at the Company’s request.

There are no family relationships between Mr. Black and any director or executive officer of the Company, and the Company has not entered into any transactions with Mr. Black that are reportable pursuant to Item 404(a) of Regulation S-K. Except as described above, there are no arrangements or understandings between Mr. Black and any other persons pursuant to which he was selected to be the Company’s Chief Financial Officer.

On May 15, 2023, the Company issued a press release regarding the appointment of Mr. Black. The full text of the press release is attached as Exhibit 99.1 hereto. The information in Exhibit 99.1 hereto is being furnished and shall not be deemed to be “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 such information 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 a filing.

Departure of Chief Financial Officer

In connection with the appointment of Mr. Black as Chief Financial Officer, Vikram Jog’s last day as the Company’s Chief Financial Officer was May 14, 2023. From May 15, 2023 until June 9, 2023 it is expected that Mr. Jog will remain an employee of the Company in the role of Special Advisor, reporting to the Company’s Chief Executive Officer. A letter agreement dated May 10, 2023 was entered into between the Company and Mr. Jog (“Letter Agreement”) that provides for the following severance benefits: (a) as required by the Company’s 2020 Change of Control and Severance Plan, cash severance benefits equal to 75% of Mr. Jog’s annual base salary, payment by the Company of continued health coverage under COBRA for nine months, and reasonable outplacement services; and (b) accelerated vesting of equity. The foregoing description of the Letter Agreement is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is filed as Exhibit 10.3 hereto, and the terms of which are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Title
10.1	Offer letter by and between Standard BioTools Inc. and Jeffery G. Black executed May 10, 2023
10.2	Standard BioTools Inc. 2020 Change of Control and Severance Plan Participation Agreement by and between Jeffery G. Black and Standard BioTools Inc. dated May 10, 2023
10.3	Letter agreement by and between Standard BioTools Inc. and Vikram Jog dated May 10, 2023
99.1	Press release of Standard BioTools Inc. dated May 15, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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.

STANDARD BIOTOOLS INC.

Date: May 15, 2023

By: /s/ Hanjoon Alex Kim
Hanjoon Alex Kim
Chief Operating Officer



Join an innovative team driven by a bold vision –
unleashing tools to accelerate breakthroughs in human health

May 9, 2023

Jeff Black
4132 Garfield Street
Carlsbad, CA 92008

Dear Jeff:

We are pleased to offer you the position of Senior Vice President and Chief Financial Officer with Standard BioTools Inc, reporting to Michael Egholm, Chief Executive Officer and President. You will perform work duties from your home in Carlsbad, California. Additionally, you will be expected to travel to other locations to attend meetings and/or conduct business reviews in the ordinary course of your job responsibilities.

It is an extraordinary time for Standard BioTools. Our technology is empowering customers to improve life by providing tools to accelerate breakthroughs in human health. We invite you to join a leading provider of indispensable life sciences tools that is accelerating global research on multiple frontiers.

At Standard BioTools, we are building a positive culture where our people can do the best work of their careers, informed, and influenced by our core values:

- **Customer Commitment.** We are committed to developing quality solutions to meet our customers' unmet needs.
- **Integrity.** We uphold the highest standards professionally, personally, and intellectually.
- **Respect.** We show respect for each other, value every voice, and embrace diversity, equity, and inclusion.
- **Continuous Improvement.** We foster a culture of continuous improvement that drives us to do better every day.

We hope you are as excited about this opportunity as we are delighted to have you on our team.

The following is a summary of the terms and conditions of this offer, which will apply to your employment with Standard BioTools:

Start Date: May 15, 2023

Compensation:

You will receive an initial salary of \$17,291.66 per pay period. We are on a semi-monthly pay schedule with two pay periods per calendar month which generally fall on the 15th and the last day of the month. This equates to a base compensation of \$415,000 on an annual basis, less deductions as required by law, which will be paid in accordance with the Company's normal payroll procedures. This is an exempt position.

Bonus Target:

You will be eligible to participate in the Company's Employee Bonus Plan. The bonus will be subject to achievement of performance objectives with the actual bonus amount to be determined by the Company in its discretion. To earn a bonus, you must remain employed with the Company through the date bonuses are paid, as well as having commenced your employment on or prior to September 30 of the corresponding bonus plan's performance year. For purposes of calculating any bonus payout you earn, your target bonus amount will initially be 55% of your annual base salary, and the company will waive any prorated plan requirements related to your hire date for the 2023 performance year.



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Equity Award:

You will receive a grant of stock options to purchase 400,000 shares of Standard BioTools Corporation's Common Stock based on the stock price at the close of market May 15, 2023. Additionally, you will receive a new hire grant of Restricted Stock Units valued at \$400,000 USD based upon the value of LAB stock at the close of market May 15, 2023. Your grant will be subject to the terms of our equity incentive plan and policies governing grants of equity incentive awards.

Benefits:

You are eligible to receive the Company's standard benefits package which currently includes medical, dental, vision, life, and disability insurance benefits. Benefits will be effective on your date of hire. Additional benefits, as the Company may make generally available to its employees from time to time, will be made available to you. You will be entitled to participate in the Flexible Vacation Plan as well as paid holidays the Company gives to its employees generally, in accordance with company policies.

Workers' Compensation Insurance:

The Company provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Insurance carrier: Preferred Employers Group - PO BOX 85838, San Diego, CA 92186, phone number (866) 472-9602.

Confidentiality and Company Policies:

It is important to protect our confidential information and proprietary material. Therefore, as a condition of employment you will be required to sign the Company's standard At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement.

Background and reference checks: This offer is contingent upon successfully passing your background and reference checks.

Employment Authorization:

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within 3 business days of your date of hire, or our employment relationship may be terminated.

Other:

This offer of employment and its related terms will expire on **May 12, 2023**.

This letter shall be interpreted under California law. You should be aware that your employment with the Company is for no specified period and constitutes "at will" employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause. In addition, the Company may change your compensation, duties, assignments, responsibilities, location of your position, or any other terms and conditions of employment at any time to adjust to the changing needs of our dynamic Company.

In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that all such disputes shall be fully and finally resolved by binding arbitration conducted by the Judicial Arbitration & Mediation Services ("JAMS") in Santa Clara County California. The current JAMS employment arbitration rules & procedures can be found at <http://www.jamsadr.com/rules-employment-arbitration/>. The JAMS employment arbitration rules & procedures may, however, be amended by JAMS. You acknowledge that you are waiving your right to a jury trial.



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To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it via Adobe Sign to our Talent Acquisition Team.

This letter, along with the agreement relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

We look forward to you joining and being part of Standard BioTools! I am certain we can build a great company together.

Sincerely,

A handwritten signature in black ink, appearing to read 'Betsy Jensen'.

Betsy Jensen
Chief Human Resources Officer
Standard BioTools Inc.

ACCEPTED AND AGREED TO:

A handwritten signature in black ink, appearing to read 'Jeffrey Black'.

Jeffrey Black

10 May 2023

Date

Appendix A

Standard BioTools Inc. 2020 Change of Control and Severance Plan Participation Agreement

Standard BioTools Inc. (the "**Company**") is pleased to inform you that you have been selected to participate in the Company's 2020 Change of Control and Severance Plan (the "**Plan**") as a Participant.

A copy of the Plan was delivered to you with this Participation Agreement. Your participation in the Plan is subject to all of the terms and conditions of the Plan. The capitalized terms used but not defined herein will have the meanings ascribed to them in the Plan.

In order to actually become a participant in the Plan, you must complete and sign this Participation Agreement.

Definition of "Good Reason"

"**Good Reason**" means the occurrence of one or more of the following events effected without your prior consent, provided you terminate your employment with the Company within one (1) year following the initial existence of the "Good Reason" condition (discussed below): (i) the assignment to you of any duties or the reduction of your then-current duties, either of which results in a material diminution in your then-current position or responsibilities with the Company including, without limitation, any negative change in reporting hierarchy involving you or the person to whom you directly report; (ii) a material reduction by the Company in your then-current base salary; (iii) a material change in the geographic location at which you must perform services (for purposes of this Participation Agreement, your relocation to a facility or a location less than 25 miles from your then-present location shall not be considered a material change in geographic location); or (iv) any material breach by the Company of any material provision of this Participation Agreement. You will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within 90 days of the initial existence of the grounds for "Good Reason" and a reasonable cure period of not less than 30 days following the date of such notice.

Non-COC Involuntary Termination

If, outside of the Change of Control Period, you incur a Non-COC Involuntary Termination, then subject to the terms and conditions of the Plan, you will receive:

- 1. Cash Severance Benefits.** An aggregate amount equal to 75% of your annual base salary in effect as of the date of your Non-COC Involuntary Termination paid in equal installments over a period of nine (9) months following your termination date.
 - 2. Continued Medical Benefits.** Payment by the Company of continued health coverage under COBRA for a period of nine (9) months following your termination of employment. Notwithstanding the foregoing, if you are not employed in the United States, the benefit under this paragraph will be a regional equivalent to COBRA determined by the Administrator in its sole discretion.
-

3. Outplacement Services. Outplacement services as described in Section 4.3 of the Plan.

COC Involuntary Termination

If, during the Change of Control Period, you incur a COC Involuntary Termination, then subject to the terms and conditions of the Plan, you will receive:

1. Cash Severance Benefits.

- a. A lump-sum payment equal to 150% of the sum of (x) your annual base salary (as in effect immediately prior to the Change of Control or your COC Involuntary Termination, whichever is greater), plus (y) the greater of (A) your annual target bonus (as in effect immediately prior to the Change of Control or your COC Involuntary Termination, whichever is greater) or (B) the average of the annual bonuses actually paid to you for the three (3) fiscal years preceding the year in which your COC Involuntary Termination occurs. For the avoidance of doubt, if you incurred a termination prior to a Change of Control that qualifies as a COC Involuntary Termination, then you will be entitled to a lump-sum payment of the amount calculated under the preceding sentence, less amounts already paid as cash Severance Benefits for a Non-COC Involuntary Termination.
- b. A lump sum amount equal to (i) your annual target bonus (as in effect immediately prior to the Change of Control or your COC Involuntary Termination, whichever is greater), multiplied by (ii) a fraction, the numerator of which is the number of days worked by you during the year in which the COC Involuntary Termination occurs and the denominator of which is 365.

2. Continued Medical Benefits. Payment by the Company of continued health coverage under COBRA for a period of 18 months following your termination of employment. Notwithstanding the foregoing, if you are not employed in the United States, the benefit under this paragraph will be a regional equivalent to COBRA determined by the Administrator in its sole discretion.

3. Equity Award Vesting Acceleration. 100% of your then-outstanding and unvested Equity Awards will become vested in full. If, however, an outstanding Equity Award is to vest and/or the amount of the award to vest is to be determined based on the achievement of performance criteria, then, unless expressly otherwise provided in the applicable Equity Award agreement, the Equity Award will vest as to 100% of the “Baseline Number of Restricted Stock Units” or “Baseline Number of Performance Units” (as defined in the Company’s grant agreements) or the equivalent measure of the number of units or shares that vest at 100% of target levels of achievement under the relevant Equity Award. Except otherwise provided in the applicable Equity Award agreement, shares owed upon such vesting (and exercise if applicable) of Equity Awards will issued to you as promptly as practicable and no more than 30 days after they become issuable (whether through the vesting acceleration alone or upon an exercise of options following such vesting acceleration). Notwithstanding the foregoing, to the extent that the payment or settlement of an Equity Award is subject to Section 409A, the Equity Award will be paid or settled in a manner that will meet the

requirements of Section 409A such that the payment or settlement will not be subject to the additional tax or interest applicable under Section 409A.

4. **Outplacement Services.** Outplacement services as described in Section 5.4 of the Plan.

Additional Benefits

In addition to the foregoing benefits, in addition to the Plan benefits described above, if, during the Change of Control Period, you incur a COC Involuntary Termination, then subject to the terms and conditions of the Plan, the Company will reimburse your reasonable attorneys' fees incurred in connection with the review of the Release and any related separation agreements and documents, up to \$5,000.

General Provisions

For clarity, any severance payments provided for herein that are based on annual base salary (and any reduction to base salary constituting "Good Reason") shall be calculated without giving effect to any temporary reduction in base salary imposed by the Company or agreed to by you in connection with any global pandemic or comparable global or U.S. emergency that threatens the Company's economic position.

In order to receive any Severance Benefits for which you otherwise become eligible under the Plan, you must sign and deliver to the Company the Release, which must have become effective and irrevocable within the requisite period set forth in the Plan.

[Remainder of This Page Intentionally Left Blank]

By your signature below, you and the Company agree that your participation in the Plan is governed by this Participation Agreement and the provisions of the Plan. Your signature below confirms that: (1) you have received a copy of the 2020 Change of Control and Severance Plan and Summary Plan Description; (2) you have carefully read this Participation Agreement and the 2020 Change of Control and Severance Plan and Summary Plan Description; (3) decisions and determinations by the Administrator under the Plan will be final and binding on you and your successors; and (4) participation in the Plan and this Participation Agreement replaces in its entirety any severance and/or change of control provisions set forth in any offer letter, employment agreement and/or Equity Award agreement, including, but not limited to, the Prior Plan.

STANDARD BIOTOOLS INC.

/s/ Betsy Jensen
Signature

Betsy Jensen
Name

CHRO
Title

PARTICIPANT

/s/ Jeffrey G. Black
Signature

Jeffrey G. Black
Name

10 May 2023
Date

Attachment: Standard BioTools Inc. 2020 Change of Control and Severance Plan and Summary Plan Description

[Signature Page to the Participation Agreement]

STANDARD BIOTOOLS INC.

May 10, 2023

Vikram Jog
10645 Eloise Circle
Los Altos Hills, CA 94024

Dear Vikram:

This letter agreement (this "**Agreement**") sets forth the terms and conditions relating to certain benefits that you may become eligible to receive in the event of your termination of employment from Standard BioTools Inc. (the "**Company**").

For valuation consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and you hereby agree as follows:

1. **Term.** The term of this Agreement will commence as of May 10, 2023 (such date, the "**Effective Date**") and will remain in effect until the Termination Date. For purposes of this Agreement, the "**Termination Date**" will mean the earliest of (i) June 9, 2023 (the "**Retention Date**"), and (ii) the date that your employment with the Company is terminated. The period of time from the Effective Date through the Termination Date is herein referred to as the "**Term**."

2. **Termination of Employment; Resignation from Positions.** The parties agree that your employment and any and all titles, positions and appointments that you hold with the Company or any of its subsidiaries and affiliates (the "**Company Group**"), whether as an officer, director, employee, consultant, trustee, committee member, agent or otherwise, will terminate on the Termination Date, and you will be deemed to have resigned from all such titles, positions and appointments as of the Termination Date. Effective as of the Termination Date, you will have no authority to act on behalf of any member of the Company Group in any manner, or otherwise act in an executive or other decision-making capacity with respect to any member of the Company Group. You agree to promptly execute such documents as the Company Group, in its sole discretion, will deem necessary to effect such resignations.

3. **Entitlements.** Subject to your agreement and compliance with the terms and conditions set forth in this Agreement (including, without limitation, your employment not being terminated by the Company for Cause or due to your voluntary resignation prior to the Retention Date), and, subject to **Section 4** below, the Company will provide you with the following benefits:

a. **Cash Severance Benefits.** An aggregate amount equal to 75% of your annual base salary in effect as of the Termination Date, paid in substantially equal installments over a period of nine (9) months following the Termination Date.

b. **Continued Medical Benefits.** Payment by the Company of continued health coverage for you and your eligible dependents under COBRA for a period of nine (9) months

following the Termination Date; provided that you validly elect and are eligible to continue coverage under COBRA.

c. Equity Award Vesting Acceleration. 100% of your then-outstanding and unvested stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares, performance stock units and any other Company equity compensation award (collectively, the “**Equity Awards**”) will become vested in full. If, however, an outstanding Equity Award is to vest and/or the amount of the award to vest is to be determined based on the achievement of performance criteria, then, unless expressly otherwise provided in the applicable Equity Award agreement, the Equity Award will vest as to 100% of the “Baseline Number of Restricted Stock Units” or “Baseline Number of Performance Units” (as defined in the Company’s grant agreements) or the equivalent measure of the number of units or shares that vest at 100% of target levels of achievement under the relevant Equity Award. Except otherwise provided in the applicable Equity Award agreement, shares owed upon such vesting (and exercise if applicable) of Equity Awards will be issued to you as promptly as practicable and no more than 30 days after they become issuable (whether through the vesting acceleration alone or upon an exercise of options following such vesting acceleration). Notwithstanding the foregoing, to the extent that the payment or settlement of an Equity Award is subject to Section 409A, the Equity Award will be paid or settled in a manner that will meet the requirements of Section 409A such that the payment or settlement will not be subject to the additional tax or interest applicable under Section 409A.

d. Outplacement Services. Reasonable outplacement services in accordance with any applicable Company policy in effect as of the Termination Date (or if no such policy is in effect, as determined by the Company, in its sole discretion).

4. Termination Benefits Requirement. Payments described in Section 3 above are conditioned on (i) your execution and nonrevocation of the Release of Claims set forth on Appendix A hereto (the “Release”) no later than the 60th day following the Termination Date (the “**Release Deadline**”), and (ii) your continued compliance with the restrictive covenants set forth under any confidentiality, proprietary information and inventions agreement and such other appropriate agreement between you and the Company. If the Release does not become effective and irrevocable by the Release Deadline Date, you will forfeit any right to the benefits set forth in Section 3, and in no event will such benefits be paid or provided until the Release becomes effective and irrevocable.

5. Timing of Benefits. Provided that the Release becomes effective and irrevocable by the Release Deadline and subject to Section 7(c) below, the payments and benefits set forth in Section 3 will be paid (or in the case of payments and benefits scheduled to be paid in installments, will commence) no later than the first Company payroll date that is at least fourteen (14) days following the date in which the Release of Claims becomes effective and enforceable (such payment date, the “**Severance Start Date**”), and any payments or benefits otherwise payable to you during the period immediately following the Termination Date through the Severance Start Date will be paid in a lump sum to you on the Severance Start Date, with any remaining payments to be made as provided in this Agreement.

6. Definitions.

a. “Cause” for purposes of this Agreement will mean (i) your conviction of, or plea of guilty or nolo contendere to, any crime involving dishonesty or moral turpitude or any felony; or (ii) your (a) engagement in material dishonesty, willful misconduct, or gross negligence-in each case in connection with your position at the Company; (b) breach of any confidentiality, invention assignment, non-disclosure, or non-solicitation agreement entered into between you and the Company; (c) material violation of a written Company policy or procedure that has been provided to you, which violation causes substantial injury to the Company; or (d) willful refusal to perform your assigned duties to the Company, following written notice of such refusal by the Company and a period of fifteen (15) days to cure the same and your failure to cure during such time period. No act or omission will be considered “willful” if such act or omission was done, or not done, in the reasonable, good-faith belief that such act or omission was in the best interests of the Company or upon the advice of counsel to the Company.

b. “COBRA” will mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

c. “Section 409A” will mean Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder.

d. “Section 409A Limit” will mean two (2) times the lesser of: (i) the your annualized compensation based upon the annual rate of pay paid to you during the taxable year preceding the taxable year of your termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the your employment is terminated.

7. General Provisions.

a. Calculation of Base Salary Payments. For clarity, any payments provided for herein that are based on annual base salary will be calculated without giving effect to any temporary reduction in base salary imposed by the Company or agreed to by you in connection with any global pandemic or comparable global or U.S. emergency that threatens the Company’s economic position.

b. CIC Plan; Exclusive Benefits. For the avoidance of doubt, the terms of this Agreement shall not supersede the Company’s 2020 Change of Control and Severance Plan and your related participation agreement (collectively, the “CIC Plan”), and the CIC Plan shall remain in effect pursuant to the terms and conditions thereunder; provided, however, that the provisions of this Agreement shall not result in the duplication of any payments or benefits that may be payable to you under the CIC Plan. Except as otherwise provided in this Section 7(b) with respect to the CIC Plan, (A) the payments and benefits provided under this Agreement will be the exclusive benefit for you related to your termination of employment and/or retirement and will supersede and replace any severance and/or change in control benefits set forth in any offer letter, employment agreement and/or severance agreement, and (B) if you were otherwise eligible to participate in any other Company severance plan (whether or not subject to ERISA), this Agreement will supersede and replace eligibility in such other plan.

c. Taxes; Section 409A Compliance.

i. The Company will withhold from any payments or benefits under this Agreement all applicable U.S. federal, state, local and non-U.S. taxes required to be withheld and any other required payroll deductions.

ii. Notwithstanding anything to the contrary in this Agreement, no payments or benefits to be paid or provided to you, if any, under this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A (together, the “**Deferred Payments**”) will be paid or provided until you experience a “separation from service” within the meaning of Section 409A. Similarly, no severance payable to you, if any, under this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until you experience a “separation from service” within the meaning of Section 409A.

iii. It is intended that none of the severance payments or benefits under this Agreement will constitute Deferred Payments but rather will be exempt from Section 409A as a payment that would fall within the “short-term deferral period” as described below or resulting from an involuntary separation from service as described in below. In no event will you have discretion to determine the taxable year of payment of any Deferred Payment.

iv. Notwithstanding anything to the contrary in this Agreement, if you are deemed a “specified employee” within the meaning of Section 409A at the time of your separation from service (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following the your separation from service, will become payable on the date six (6) months and one (1) day following the date of your separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, in the event of your death following your separation from service, but before the six-month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of your death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment under Section 1.409A-2(b)(2) of the Treasury Regulations.

v. For purposes of this Section 7, (A) any amount paid under this Agreement that satisfies the requirements of the “short-term deferral” rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments; and (B) any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit will not constitute Deferred Payments.

vi. The foregoing provisions are intended to comply with or be exempt from the requirements of Section 409A so that none of the payments and benefits to be provided under this Agreement will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply or be exempt. Notwithstanding anything to the contrary in this Agreement, the Company reserves the right to amend this Agreement as it

deems necessary or advisable, in its sole discretion and without your consent, to comply with Section 409A or to avoid income recognition under Section 409A prior to the actual payment of benefits under this Agreement or imposition of any additional tax. In no event will the Company reimburse you for any taxes that may be imposed on you as result of Section 409A.

d. Successors and Assigns. The provisions of this Agreement will be binding upon your heirs, executors, administrators, legal representatives and assigns. The Company's rights under this Agreement may, without your consent, be assigned by the Company, in its sole and unfettered discretion, to any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of the Company. You may not assign any of your rights and/or obligations under this Agreement without the prior written consent of the Company, and any such attempted assignment without the prior written consent of the Company will be void. A failure of any of the parties to insist on strict compliance with any provision of this Agreement will not be deemed a waiver of such provision or any other provision hereof.

e. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to any conflicts of laws that would result in the application of the laws of any other jurisdiction.

f. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will be deemed to constitute one and the same original. Each party hereto confirms that any facsimile copy of such party's executed counterpart of the Agreement (or its signature page thereof) shall be deemed to be an executed original thereof.

g. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Company and you concerning the subject matter hereof and may not be modified or amended, nor may any rights under it be waived, except in a writing signed and agreed to by you and the Company. If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provision of the Agreement, and the Agreement will be construed and enforced as if such provision had not been included.

[Remainder of This Page Intentionally Left Blank]

Please indicate your understanding and acceptance of this Agreement by executing your signature below. By your signature below, you and the Company agree that your entitlement to any severance payments or benefits upon your termination of employment is governed by this Agreement.

Very truly yours,

STANDARD BIOTOOLS INC.

/s/ Betsy Jensen

By: Betsy Jensen

Title: CHRO

I hereby accept the terms of this Agreement
And agree to abide by the provisions hereof:

/s/ Vikram Jog

By: Vikram Jog

[Signature Page to Jog Letter Agreement]

Appendix A

Release of Claims

Further to the letter agreement dated May 10, 2023, from Standard BioTools (the “*Company*”) to me (the “*Severance Agreement*”) referencing this Release of Claims (this “*Release Agreement*”), I, the undersigned Vikram Jog, hereby agree as follows:

1. **CONSIDERATION.** Pursuant to the Severance Agreement, this Release Agreement is given in exchange for payments and benefits described in Section 3 of the Severance Agreement. **I understand that these are additional benefits for which I am not eligible unless I elect to sign this Release Agreement, and that if I do not sign this Release Agreement on or before the deadline for such signature as specified herein, I will lose my eligibility for such severance benefits.** I further understand that my participation in all benefits and incidents of employment, including, but not limited to, vesting in equity grants, and the accrual of bonuses, commissions, vacation, and paid time off, ceased as of the Termination Date (defined below). I agree that this Release Agreement is not given in return for the payment of any wages undisputedly due or owing. I also understand and agree that I will not be entitled to such benefits if I am not employed through the date specified by the Company for termination of my employment (the “*Termination Date*”) or if I commence employment elsewhere within the Company or with an affiliated or related company or receive an offer of employment with a successor to the Company or any of its affiliated or related companies prior to receiving such consideration. I acknowledge and represent that, other than the consideration set forth in this Section 1, the Company has paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to me.

2. **TIMING OF PAYMENT OF SEVERANCE.** I understand that the payments and benefits described in Section 3 of the Severance Agreement will be payable in accordance with the Company’s standard payroll practices in equal installments commencing no later than the first payroll date that is at least fourteen (14) days after this Release Agreement becomes effective and enforceable (as described in Section 5 below). The initial severance payment will include a catch- up payment for the full amount that would have been paid for any payroll periods that occurred from the Termination Date through such initial payment date had the Release Agreement been effective on the Termination Date.

3. **PROPRIETARY INFORMATION OBLIGATIONS.** I acknowledge and reaffirm my continuing obligations under my Employment, Confidential Information and Invention Assignment Agreement, a copy of which will be provided at a future date as Schedule A. My signature below constitutes my certification under penalty of perjury that I have returned all documents and other items provided to me by the Company (with the exception of a copy of the employee handbook and personnel documents specifically relating to my employment),

developed or obtained by me in connection with my employment with the Company, or otherwise belonging to the Company.

4. **RELEASED CLAIMS.** Except as outlined under Protected Rights (defined below), in exchange for the above considerations, I, on behalf of my heirs, spouse and assigns, hereby completely release and forever discharge the Company, its past, present and future parent companies, subsidiaries, affiliates, partners, members, managers, trustees (in their official and individual capacities), employee benefit plans and their fiduciaries (in their official and individual capacities), related entities, and each of their past, present and future agents, officers, directors, shareholders, employees, attorneys, insurers, predecessors, successors and assigns (collectively, the "**Released Parties**") from any and all claims, of any and every kind, nature and character, known or unknown, foreseen or unforeseen, based on any act or omission occurring prior to the date of my signing this Release Agreement, to the fullest extent allowed by law, including but not limited to any claims arising out of my offer of employment, my employment or termination of my employment with the Company, my right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law, and any and all claims for wrongful discharge of employment, termination in violation of public policy, discrimination, harassment, retaliation, breach of contract (both express and implied), breach of covenant of good faith and fair dealing (both express and implied), promissory estoppel, negligent or intentional infliction of emotional distress, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, negligence, personal injury, assault, battery, invasion of privacy, false imprisonment, conversion, and disability benefits. The matters released include, but are not limited to, any claims under federal, state or local laws, including claims arising under the Age Discrimination in Employment Act of 1967 ("**ADEA**" as amended by the Older Workers' Benefit Protection Act ("**OWBPA**"), the National Labor Relations Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Labor Standards Act, the Securities Act of 1933, the Securities Exchange Act of 1934, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Sarbanes- Oxley Act of 2002, the Immigration Reform and Control Act, the California Family Rights Act, the California Labor Code, the California Workers' Compensation Act and the California Fair Employment and Housing Act, each as amended and any common law tort, contract or statutory claims, and any claims for attorneys' fees and costs. I understand and agree that with the exception of excluded Protected Rights claims, this Release Agreement extinguishes all claims, whether known or unknown, foreseen or unforeseen.

I acknowledge and represent that I have no lawsuits, claims or actions pending in my name, or on behalf of myself or any other person or entity, against the Released Parties. I agree that I will not voluntarily provide assistance, information or advice, directly or indirectly (including through agents or attorneys), to any person or entity in connection with any actual or potential claim or cause of action of any kind against the Released Parties and I will not induce or encourage any person or entity to do so, unless compelled or authorized to do so by law or as related directly to the ADEA waiver in this Release Agreement. Notwithstanding the foregoing, I understand and agree that I retain the right to file a charge with the Equal Employment Opportunity Commission

(the “**EEOC**”) and equivalent state and local agencies, and to cooperate with investigations by any such agencies. I agree that this Release Agreement may be pleaded as a full defense to any action, suit, arbitration or other proceeding covered by the terms hereof which is or may be initiated, prosecuted or maintained by me, my descendants, dependents, heirs, executors, administrators or permitted assigns.

I acknowledge and represent that I have not suffered any discrimination or harassment by the Company or any of the Released Parties on account of race, gender, age, national origin, religion, marital or registered domestic partner status, sexual orientation, disability, veteran status, medical condition or any other characteristic protected by law. I acknowledge and represent that I have not been denied any leave, benefits or rights to which I have been entitled to under any federal or state law, and that I have not suffered any job-related wrongs or injuries for which I might be entitled to compensation or relief.

The provisions of this Release Agreement shall be binding upon my heirs, executors, administrators, legal representatives and assigns. A failure of any of the Released Parties to insist on strict compliance with any provision of this Release Agreement shall not be deemed a waiver of such provision or any other provision hereof. If any provision of this Release Agreement is determined to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable, and in the event that any provision is determined to be entirely unenforceable, such provision shall be deemed severable, such that all other provisions of this Release Agreement shall remain valid and binding upon me and the Released Parties. For the avoidance of doubt, each of the Released Parties shall be a third-party beneficiary to this Release Agreement and shall be entitled to enforce this Release Agreement in accordance with its terms.

5. **TIMING TO CONSIDER, SIGN, AND REVOKE RELEASE.** I acknowledge that I am waiving and releasing any rights I may have under the Age Discrimination in Employment Act of 1967 (“**ADEA**”) and that this release is knowing and voluntary. I further acknowledge that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Release Effective Date of this Release Agreement (as defined below) and that the consideration provided for this waiver and release is in addition to anything of value to which I was already entitled. I have been informed by the Company that I should consult with an attorney before signing this Release Agreement, if I wish, at my own expense, and have been given at least five (5) business days prior to signing this Release Agreement to do so. I acknowledge that I have been advised that I have forty-five (45) days from the date of receipt of this Release Agreement to consider all the provisions of this Release Agreement and to the extent that I sign this Release Agreement prior to the expiration of such period and return it to the Company’s Human Resources Department I hereby knowingly and voluntarily waive the remaining portion of such forty-five (45) day period, **provided that I must deliver the signed Release Agreement no earlier than the end of my work day on my Termination Date.**

Once this signed Release Agreement is returned to Betsy Jensen, Chief Human Resources Officer, betsy.jensen@standardbio.com, I can revoke it by notifying Betsy Jensen, Chief Human Resources Officer in writing via hand delivery, email or fax no later than seven (7) calendar days following my execution of this Release Agreement. The Company and I agree that any later agreed-upon changes to this Agreement, whether material or immaterial, do not restart the running

of the 45-day period. This Release Agreement shall not become effective or enforceable until such revocation period has expired.

6. **DIFFERENCE IN FACTS.** I expressly waive any rights or benefits under Section 1542 of the California Civil Code, or any equivalent statute. California Civil Code Section 1542 provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

I fully understand that, if any fact with respect to any matter covered by this Release Agreement is found hereafter to be other than or different from the facts now believed by me to be true, I expressly accept and assume that this Release Agreement shall be and remain effective, notwithstanding such difference in the facts.

7. **ENFORCEMENT.** I understand and agree that if I breach any term in this Release Agreement, the Company may stop any payments or benefits otherwise owing hereunder and may seek additional relief or remedy as permitted by law. I also understand and agree that if any suit, affirmative defense, or counterclaim is brought to enforce the provisions of this Release Agreement, with the exception of Protected Rights claims, the prevailing party shall be entitled to its costs, expenses, and attorneys’ fees as well as any and all other remedies specifically authorized under the law.

8. **NO ADMISSION OF LIABILITY.** I understand and agree that this Release Agreement shall not be deemed or construed at any time or for any purposes as an admission of any liability or wrongdoing by either myself or the Company.

9. **AGREEMENT NOT TO SUE; NON-DISPARAGEMENT.** I agree not to pursue any action nor seek damages or any other remedies for any released claims. I agree to execute any and all documents necessary to request dismissal or withdrawal, or to opt-out, of such claims with prejudice. I agree not to disparage, defame, or otherwise make, endorse, publicize or circulate to any person or entity, any statement or remark that can reasonably be construed as disparaging to the Company, or make any statement concerning any of them which in any way could harm or interfere with the Company’s business or personal interests or reputation. Notwithstanding the foregoing, I understand that I may respond accurately and fully to any question, inquiry or request for information when required by legal process. I understand this provision does not in any way limit my right to file a charge with the EEOC or equivalent state or local agencies, or to cooperate with investigations by any federal, state or local agencies. I also understand that nothing in this agreement prevents me from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful.

10. **CONFIDENTIALITY.** I further acknowledge that during my employment, I may have obtained confidential, proprietary and trade secret information, including information relating to the Company's products, plans, designs and other valuable confidential information. Except as provided under the Protected Rights section below, I agree not to use or disclose any such confidential information unless required by subpoena or court order and that I will first give the Company written notice of such subpoena or court order with reasonable advance notice to permit the Company to oppose such subpoena or court order if it chooses to do so. I will further agree that, except as provided under the Protected Rights section below or unless required to do so by law, I will not disclose voluntarily or allow anyone else to disclose either the existence, reason for or contents of this Release Agreement without the prior written consent of the Company.

Notwithstanding this provision, I am authorized to disclose this Release Agreement to my spouse, attorneys and tax advisors on a "need to know" basis, on the condition that they agree to hold the terms of the Release Agreement, including the severance payment(s), in strictest confidence. I am further authorized to make appropriate disclosures in response to a subpoena, provided that I notify the Company in writing of such legal obligations to disclose at least five (5) business days in advance of disclosure. No such notice, however, is required if I make disclosure of confidential information of this Release Agreement in the process of exercising my right or ability to file a charge or claim or communicate or cooperate with any federal, state or local agency, including providing documents or other information as set forth under the Protected Rights section below.

11. **PROTECTED RIGHTS.** I understand this Release Agreement does not release any claims that cannot be released as a matter of law, including any right I may have to unemployment compensation benefits. I further understand no provision in this Release Agreement, including Sections 4, 9, and 11, is intended to or shall limit, prevent, impede or interfere with my non-waivable right, without prior notice to the Company, to provide information to the government, participate in investigations, testify in proceedings regarding the Company's past or future conduct, or engage in any activities protected under whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency or as otherwise permitted by law.

I also understand that pursuant to the Defend Trade Secrets Act of 2016, I shall not be held criminally, or civilly, liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence either directly or indirectly to a federal, state, or local government official, or an attorney, for the sole purpose of reporting, or investigating, a violation of law. Moreover, I understand employees may disclose trade secrets in a complaint, or other document, filed in a lawsuit, or other proceeding, if such filing is made under seal. Finally, I understand an employee who files a lawsuit alleging retaliation by a company for reporting a suspected violation of the law may disclose the trade secret to the attorney of the employee and use the trade secret in the court proceeding, if the employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

Further, I understand that claims challenging the validity of this Release Agreement under the ADEA as amended by the OWBPA are not released.

12. TAXES. I understand and agree to the withholding by the Company of taxes from amounts payable under the Severance Agreement as required by law, and that I will be solely responsible for the payment of all income and other taxes due or that may become due (with the sole exception of FICA contributions) because of the consideration received by me as described in the Severance Agreement, including but not limited to those imposed by federal, state, county and municipal jurisdictions. I further agree to indemnify and hold the Company harmless against any taxes, interest, penalties, or other charges assessed in connection with the consideration described herein.

I understand and agree with the Company that: (i) It is intended that this Release Agreement, the Severance Agreement and any severance benefits contemplated comply with, or be exempt from, Code Section 409A and the final regulations and official guidance thereunder ("**Section 409A**") and any ambiguities herein will be interpreted to so comply and/or be exempt from Section 409A, (ii) each payment and benefit to be paid or provided is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations and (iii) all payments hereunder will be made no later than []¹. Notwithstanding any provision of this Release Agreement to the contrary, to the extent that the Company, in its sole discretion, determines that any payments or benefits hereunder may not be either compliant with or exempt from Section 409A of the Code and related Department of Treasury guidance, I and the Company will work together to adopt such amendments to this Release Agreement, the Severance Agreement or take such other actions that the Company determines are necessary or appropriate to (A) exempt the compensation and benefits payable under the Severance Agreement from Section 409A of the Code and/or preserve the intended tax treatment of such compensation and benefits, or (B) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance; provided, however, that this paragraph shall not create any obligation on the part of the Company to adopt any such amendment or take any other action, nor shall the Company have any liability for failing to do so.

13. ENTIRE AGREEMENT. This Release Agreement, pursuant to the Severance Agreement, constitutes the entire agreement between me and the Company with respect to any matters referred to in this Release Agreement. This Release Agreement together with the Severance Agreement supersedes any and all of the other agreements between myself and the Company, except for my Employment, Confidential Information and Invention Assignment Agreement, attached hereto, which remains in full force and effect, unless a provision therein is expressly contradicted in this Release Agreement. No other consideration, agreements, representations, oral statements, understandings or course of conduct which are not expressly set forth in this Release Agreement should be implied or are binding. I am not relying upon any other agreement, representation, statement, omission, understanding, or course of conduct which is not expressly set forth in this Release Agreement.

14. GOVERNING LAW, FORUM AND SEVERABILITY. The terms and conditions of this Release Agreement will be interpreted and construed in accordance with the laws of California and federal law. I further agree that if a claim for enforcement of this Release Agreement and/or the Severance Agreement is brought that I consent to the jurisdiction of San

Mateo County, California or Northern District of California federal court. I also agree that if any provision of this Release Agreement is deemed invalid, the remaining provisions will still be given full force and effect.

15. KNOWING AND VOLUNTARY RELEASE. I have read this Release Agreement and understand all of its terms. Prior to execution of this Release Agreement, I have apprised myself of sufficient relevant information in order that I might intelligently exercise my own judgment. I further acknowledge and agree that this Release Agreement is executed voluntarily and with full knowledge of its legal significance. I confirm I have been given forty-five (45) days to consider whether or not to enter into this Release Agreement (although I may elect not to use the full 45-day period at my option)

[Remainder of this page intentionally left blank.]

ACCEPTANCE OF RELEASE

I HAVE CAREFULLY READ AND FULLY UNDERSTAND AND VOLUNTARILY AGREE TO ALL THE TERMS OF THE RELEASE AGREEMENT IN EXCHANGE FOR THE ADDITIONAL SEVERANCE TO WHICH I WOULD OTHERWISE NOT BE ENTITLED.

Deliver your signature below to the Company on or after your Termination Date. Do not execute this Release Agreement before your actual Termination Date.

Dated: _____

Vikram Jog

STANDARD BIOTOOLS INC.

Dated: _____

By: Betsy Jensen
Title: CHRO

Schedule A

Employment, Confidential Information and Invention Assignment Agreement

(to be attached at future date)

Standard BioTools Appoints Jeffrey Black as Chief Financial Officer and Announces Inducement Grants Under Nasdaq Listing Rule 5635(c)(4)

Industry veteran Jeffrey Black brings 30 years of financial and operating leadership experience

Vikram Jog to become Special Advisor for transition period

SOUTH SAN FRANCISCO, Calif., May 15, 2023 — Standard BioTools Inc. (Nasdaq: LAB), driven by a bold purpose – *Unleashing tools to accelerate breakthroughs in human health* – announced the appointment of Jeffrey Black as Senior Vice President and Chief Financial Officer effective today. Black will lead Standard BioTools’ finance, accounting and investor relations functions, reporting to Michael Egholm, PhD., President and Chief Executive Officer. Vikram Jog will remain at the company for a period as Special Advisor to the CEO to ensure an effective transition.

“We are excited to welcome Jeff to the Standard BioTools executive leadership team. Jeff has a proven track record of driving performance for high-growth public companies and his extensive operating experience and financial stewardship will be critical as Standard BioTools enters its next phase of growth,” said Egholm. “I also want to extend my gratitude to Vikram, who has been a steady hand and clear thinker as we navigated the strategic transformation throughout our first year as Standard BioTools.”

Mr. Black was most recently Chief Financial Officer at Apollo Endosurgery, Inc. until Apollo’s acquisition by Boston Scientific in April 2023. Mr. Black has also served in senior finance leadership roles for seven publicly traded companies, including as Executive Vice President and Chief Financial Officer of Alphatec Holdings, Inc., a medical technology company. Previously, Mr. Black was Chief Financial Officer of Applied Proteomics, Inc., a proteomics-based diagnostics company, and as Chief Financial Officer of AltheaDx, Inc., a pharmacogenetics diagnostics company. Mr. Black began his career in the audit practice at EY. He is a member of the Board of Directors of Cellana, Inc., an algae bioproducts company, and received his B.S. in Business from the University of Arizona.

“I am thrilled to join this high-caliber leadership team and dynamic organization,” said Black. “This team is building an exceptional company that will be the next great provider of solutions to researchers around the world. There is a tremendous opportunity ahead to greatly impact patient lives and unlock shareholder value. I am delighted to be a part of Standard BioTools as it continues to execute on its mission.”

As a material inducement for Mr. Black to commence employment with Standard BioTools, on May 15, 2023, Mr. Black will receive an award of non-statutory stock options to purchase 400,000 shares of the Company’s common stock (“Option Award”). The Option Award will have a 10-year term and an exercise price per share equal to the closing price of the company’s common stock as quoted on the Nasdaq Global Select Market on May 15, 2023. Subject to his

continued employment with the company through the applicable vesting dates, 25% of the shares subject to the Option Award will vest on the first anniversary of the vesting commencement date, and the remaining 75% of the shares subject to the Option Award will vest in roughly equal monthly installments thereafter. In addition, as a material inducement for Mr. Black to commence employment with the company, on May 15, 2023 he will receive an award of restricted stock units valued at \$400,000 (“RSU Award”) based on the closing price of the company’s common stock on May 15, 2023. Subject to his continued employment with the company, 25% of the shares underlying the RSU Award will vest on the first anniversary of the vesting commencement date and the remaining 75% of the shares underlying the RSU Award will vest in roughly equal installments every three months thereafter until fully vested in May 2027. The Option Award and RSU Award will be subject to the terms of the company’s 2022 Inducement Equity Incentive Plan and the applicable award agreements thereunder. In accordance with Nasdaq Listing Rule 5635(c)(4), a majority of the independent directors serving on the company’s Board of Directors approved Mr. Black’s inducement awards.

About Standard BioTools Inc.

Standard BioTools Inc. (Nasdaq: LAB), previously known as Fluidigm Corporation, is driven by a bold purpose – *Unleashing tools to accelerate breakthroughs in human health*. Standard BioTools has an established portfolio of essential, standardized next-generation technologies that help biomedical researchers develop medicines faster and better. As a leading solutions provider, the company provides reliable and repeatable insights in health and disease using its proprietary mass cytometry and microfluidics technologies, which help transform scientific discoveries into better patient outcomes. Standard BioTools works with leading academic, government, pharmaceutical, biotechnology, plant and animal research, and clinical laboratories worldwide, focusing on the most pressing needs in translational and clinical research, including oncology, immunology, and immunotherapy. Learn more at www.standardbio.com or connect with us on [Twitter®](#), [Facebook®](#), [LinkedIn](#), and [YouTube™](#). Standard BioTools, the Standard BioTools logo, Fluidigm, the Fluidigm logo, “Unleashing tools to accelerate breakthroughs in human health,” Hyperion, Hyperion XTi, XTi, and X9 are trademarks and/or registered trademarks of Standard BioTools Inc. or its affiliates in the United States and/or other countries. All other trademarks are the sole property of their respective owners. Standard BioTools products are provided for **Research Use Only**. Not for use in diagnostic procedures.

Available Information

Standard BioTools uses its website (standardbio.com), investor site (investors.standardbio.com), corporate Twitter account ([@Standard BioT](#)), Facebook page (facebook.com/StandardBioT), and LinkedIn page (linkedin.com/company/standard-biotools) as channels of distribution of information about its products, its planned financial and other announcements, its attendance at upcoming investor and industry conferences, and other matters. Such information may be deemed material information, and Standard BioTools may use these channels to comply with its disclosure obligations under Regulation FD. Therefore, investors should monitor Standard BioTools’ website and its social media accounts in addition to following its press releases, SEC filings, public conference calls, and webcasts.

Investor Contacts

Scott R. Greenstone, CFA
ir@standardbio.com

Peter DeNardo
415 389 6400
ir@standardbio.com
