

**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)
March 28, 2022**

Fluidigm Corporation
(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 former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.001 per share	FLDM	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 1.01. Entry into a Material Definitive Agreement

On March 29, 2022, Fluidigm Corporation (the “Company”) entered into a support agreement (the “Agreement”) with Caligan Partners LP and each of the other persons and entities set forth on the signature pages to the Agreement (collectively, the “Caligan Group”). Among other matters, the Agreement provides that effective as of the consummation of the Transactions (as defined below) (i) the Company will increase the size of its Board of Directors (the “Board”) to eight and appoint Dr. Frank Witney to the Board to serve as a Class III director with a term expiring at the Company’s 2022 annual meeting of stockholders, (ii) at the special meeting of the Company’s stockholders called to consider the Transactions (including any adjournments, postponements or other delays thereof), the members of the Caligan Group will cause all applicable securities of the Company that are beneficially owned by the members of the Caligan Group to be (a) present for quorum purposes; and (b) voted in the manner recommended by the Board on all proposals, (iii) the Company will nominate Dr. Witney for election at the 2022 annual meeting of stockholders and recommend, support and solicit proxies for his election, and (iv) certain standstill restrictions to which the Caligan Group is subject will terminate.

The foregoing summary of the Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Agreement, which is attached as Exhibit 10.1 and incorporated herein by reference.

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

Election of New Directors

In connection with the Agreement, on March 28, 2022, upon the recommendation of the Nominating and Corporate Governance Committee of the Board, the Board appointed Franklin R. Witney to serve as a member of the Board until his successor is duly elected and qualified, or until his earlier death, resignation or removal, with such appointment to be contingent on and effective upon the consummation of the transactions (the “Transactions”) contemplated by the (1) the Series B-1 Convertible Preferred Stock Purchase Agreement (the “Casdin Purchase Agreement”), dated as of January 23, 2022, by and between the Company, Casdin Private Growth Equity Fund II, L.P. and Casdin Partners Master Fund, L.P. (collectively, “Casdin”) and (2) the Series B-2 Convertible Preferred Stock Purchase Agreement (the “Viking Purchase Agreement”), dated as of January 23, 2022, by and between the Company, Viking Global Opportunities Illiquid Investments Sub-Master LP and Viking Global Opportunities Drawdown (Aggregator) LP (collectively, “Viking”) (collectively, the Casdin Purchase Agreement and Viking Purchase Agreement, the “Purchase Agreements”).

Dr. Witney, age 68, has served as an Operating Partner at Ampersand Capital Partners, a private equity firm, since September 2016. From July 2011 to March 2016, Dr. Witney served as President and Chief Executive Officer of Affymetrix, Inc., a provider of life science products and molecular diagnostic products, until Affymetrix, Inc. was acquired by Thermo Fisher Scientific Inc. From April 2009 to May 2011, Dr. Witney served as President and Chief Executive Officer of Dionex Corporation, a provider of analytical instrumentation and related accessories and chemicals. From December 2008 to April 2009, Dr. Witney served as Affymetrix’s Executive Vice President and Chief Commercial Officer. From July 2002 to December 2008, Dr. Witney served as President and Chief Executive Officer of Panomics Inc. Dr. Witney currently serves on the board of directors of PerkinElmer Inc., CODEX DNA, and Cerus Corporation. He has previously served on the boards of Gyros Protein Technologies, RareCyte Inc., GeneOptx and Canopy Bioscience. Dr. Witney earned a B.S. in microbiology from the University of Illinois and a M.S., in microbiology and Ph.D in molecular and cellular biology from Indiana University.

Dr. Witney has not been involved in any related person transaction within the meaning of Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and required to be disclosed herein. Other than as provided under the Agreement, there are no arrangements or understandings pursuant to which Dr. Witney was elected as a director.

In connection with his appointment to the Board, Dr. Witney will enter into the Company’s standard form of indemnification agreement pursuant to which the Company will indemnify him for certain actions taken in his capacity as director. A copy of the Company’s form of indemnification agreement was filed with the Securities and Exchange Commission on January 28, 2011 as Exhibit 10.1 to Amendment No. 3 to Registration Statement on Form S-1 and is incorporated herein in its entirety by reference.

As a non-employee director and contingent upon Dr. Witney joining the Board upon the consummation of the Transactions, Dr. Witney will participate in the Company’s compensation program applicable to all non-employee directors, in accordance

with the Company's previously disclosed non-employee director compensation program, as such may be amended from time to time. A description of the Company's cash and equity compensation program for non-employee directors is contained in the section entitled "*Compensation of Non-Employee Directors- Compensation Policy*", in the Company's definitive proxy statement dated April 14, 2021, which is incorporated herein by reference.

The information contained in Item 1.01 of this Current Report on Form 8-K regarding the Agreement is incorporated by reference herein.

On March 29, 2022, the Company issued a press release announcing the Agreement and Dr. Witney's appointment to the Board. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated in this Item 5.02 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Support Agreement, dated March 29, 2022, by and among Fluidigm Corporation and Caligan Partners LP and certain of its affiliates
99.1	Press release dated March 29, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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.

FLUIDIGM CORPORATION

Date: March 29, 2022

By: /s/ Nicholas Khadder
Nicholas Khadder
Senior Vice President, General Counsel, and Secretary

Fluidigm Corporation
2 Tower Place, Suite 2000
South San Francisco, California 94080

March 29, 2022

Caligan Partners LP
590 Madison Avenue
New York, New York 10022
Attn: David Johnson

Ladies and Gentlemen:

This letter agreement (this “**Agreement**”) constitutes the agreement between (a) Fluidigm Corporation (“**Company**”) and (b) Caligan Partners LP and each of the other persons and entities set forth on the signature pages to this Agreement (collectively, the “**Caligan Group**”). Company and the Caligan Group are collectively referred to as the “**Parties**.”

1. *New Director.* The Company’s Board of Directors (the “**Board**”) has taken all action necessary to appoint Frank Witney (“**Mr. Witney**”) as a Class III director with a term expiring at the Company’s 2022 Annual Meeting of Stockholders, with such appointment to be contingent on the closing of the Private Placement Issuance (as such term is defined in Company’s Definitive Proxy Statement filed with the Securities and Exchange Commission on February 24, 2022 (as amended, the “**Definitive Proxy Statement**”). At the 2022 Annual Meeting of Stockholders, Company agrees to recommend, support and solicit proxies for the election of Mr. Witney to stand for a three-year term in the same manner in which Company supports and solicits proxies for its other nominees up for election in connection with the 2022 Annual Meeting of Stockholders.

2. *Voting Commitment of the Caligan Group.* At the special meeting of Company’s stockholders to consider, among other things, the Private Placement Issuance (including any adjournments, postponements or other delays thereof), the members of the Caligan Group will cause all applicable securities of Company that are beneficially owned by the members of the Caligan Group to be (a) present for quorum purposes; and (b) voted in the manner recommended by the Board on all proposals.

3. *Non-Disclosure Agreement.* With respect to the non-disclosure agreement, dated August 29, 2021, between Company and the Caligan Group (the “**NDA**”), Company and the Caligan Group agree as follows: effective as of and conditioned upon the filing with the U.S. Securities and Exchange Commission of a Current Report on Form 8-K or widely disseminated press release disclosing the consummation of the Private Placement Issuance, (a) the Evaluation Material (as defined in the NDA) previously provided to the Caligan Group under the NDA shall no longer constitute “material non-public information” within the meaning of applicable securities laws; (b) the standstill obligations provided in Section 12 of the NDA shall terminate (to the extent not already terminated pursuant to the terms of the NDA) and the Parties agree that the Standstill Period shall be concluded; and (iii) no additional Evaluation Material will be provided to any Receiving Party (as defined in the NDA) under the NDA. Except as described

herein, all other rights and obligations under the NDA shall remain in full force and effect in accordance with their terms until August 29, 2022; *provided however*, that the Receiving Party and its Representatives (each as defined in the NDA) obligations with respect to the Evaluation Materials, including the non-use, non-disclosure, confidentiality, and protection of such Evaluation Materials, shall continue and survive such termination.

4. *Representations of the Caligan Group.* Each of the members of the Caligan Group, severally and not jointly, represents that (a) its authorized signatory set forth on the signature page to this Agreement has the power and authority to execute this Agreement and any other documents or agreements to be entered into in connection with this Agreement and to bind such Person; (b) this Agreement has been duly authorized, executed and delivered by it and is a valid and binding obligation of such member, enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles; (c) this Agreement does not and will not violate any law, any order of any court or other agency of government, its organizational documents or any provision of any agreement or other instrument to which it or any of its properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or result in the creation or imposition of, or give rise to, any material lien, charge, restriction, claim, encumbrance or adverse penalty of any nature whatsoever; (d) as of the date of this Agreement, it has not, and no other member of the Caligan Group has, directly or indirectly, compensated or entered into any agreement, arrangement or understanding to compensate any person for his or her service as a director of Company with any cash, securities (including any rights or options convertible into or exercisable for or exchangeable into securities or any profit sharing agreement or arrangement) or other form of compensation directly or indirectly related to Company or its securities; and (e) as of the date of this Agreement, the Caligan Group (i) is the beneficial owner of an aggregate of 8,380,265 shares of Company's common stock; (ii) has voting authority over such shares; and (iii) owns no other equity or equity-related interest in Company.

5. *Representations of Company.* Company represents that this Agreement (a) has been duly authorized, executed and delivered by it and is a valid and binding obligation of Company, enforceable against Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles; (b) does not require the approval of the stockholders of Company; and (c) except as otherwise waived or approved, does not and will not violate any law, any order of any court or other agency of government, Company's certificate of incorporation or bylaws, each as amended from time to time, or any provision of any agreement or other instrument to which Company or any of its properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or result in the creation or imposition of, or give rise to, any material lien, charge, restriction, claim, encumbrance or adverse penalty of any nature whatsoever.

6. *Specific Performance.* Each Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach (or threatened breach) of this Agreement by it and that, in the event of any breach or threatened breach of this Agreement, (a) the Party seeking specific performance will be entitled to injunctive and other equitable relief, without proof of actual damages; (b) the Party against whom specific performance is sought will not plead in defense that there would be an adequate remedy at law; and (c) the Party against whom specific performance is sought agrees to waive any applicable right or requirement that a bond be posted. Such remedies will not be the exclusive remedies for a breach of this Agreement and will be in addition to all other remedies available at law or in equity.

7. *Press Release.* Promptly following the execution of this Agreement, Company shall issue a press release (the “**Press Release**”) announcing this Agreement, substantially in the form attached hereto as **Exhibit A**. Prior to the issuance of the Press Release, neither Company nor Caligan shall issue any press release or public announcement regarding this Agreement or take any action that would require public disclosure thereof without the prior written consent of the other Party. None of the Parties shall make any public statement (including in any filing required under the Exchange Act) concerning the subject matter of this Agreement inconsistent with the Press Release.

8. *Termination.* Notwithstanding anything contained herein, in the event that stockholder approval is not received for the Charter Amendment Proposal and the Private Placement Issuance Proposal (each as defined in the Definitive Proxy Statement) at the special meeting of stockholders on April 1, 2022, this Agreement will terminate and be null and void and of no further force and effect.

9. *Entire Agreement; Binding Nature; Assignment; Waiver.* This Agreement constitutes the only agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. This Agreement binds, and will inure to the benefit of, the Parties and their respective successors and permitted assigns. No Party may assign or otherwise transfer either this Agreement or any of its rights, interests, or obligations under this Agreement without the prior written approval of the other Party. Any purported transfer requiring consent without such consent is void. No amendment, modification, supplement or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the affected Party, and then only in the specific instance and for the specific purpose stated in such writing. Any waiver by any Party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver or deprive that Party of the right to insist upon strict adherence to that term or any other term of this Agreement in the future.

10. *Severability.* If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement that is held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable, and this Agreement will otherwise be construed so as to effectuate the original intention of the Parties reflected in this Agreement. The Parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision.

11. *Governing Law; Forum.* This Agreement is governed by and will be construed in accordance with the laws of the State of Delaware. Each of the Parties (a) irrevocably and unconditionally consents to the exclusive personal jurisdiction and venue of the Court of Chancery of the State of Delaware and any appellate court thereof (unless the federal courts have exclusive jurisdiction over the matter, in which case the United States District Court for the District of Delaware and any appellate court thereof will have exclusive personal jurisdiction); (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (c) agrees that it will not bring any action relating to this Agreement or otherwise in any court other than the such courts; and (d) waives any claim of improper venue or any claim that those courts are an inconvenient forum. The Parties agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in paragraph 14 or in such other manner as may be permitted by applicable law, will be valid and sufficient service thereof.

12. *Waiver of Jury Trial.* EACH OF THE PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. No Party will seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

13. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the Parties and is not enforceable by any other Person.

14. *Notices.* All notices and other communications under this Agreement must be in writing and will be deemed to have been duly delivered and received (a) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; (c) immediately upon delivery by hand; or (d) on the date sent by email (except that notice given by email will not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this paragraph 14 or (ii) the receiving Party delivers a written confirmation of receipt of such notice either by email or any other method described in this paragraph 14 (excluding "out of office" or other automated replies)). The addresses for such communications are as follows. At any time, any Party may, by notice given to the other Parties in accordance with this paragraph 14, provide updated information for notices pursuant to this Agreement.

If to Company:

Fluidigm Corporation
2 Tower Place, Suite 2000
South San Francisco, California 94080
Attention: Nicholas S. Khadder
Email: [***]

with a copy (which will not constitute notice) to:

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, California 94304
Attention: Robert F. Kornegay
Zachary Myers
Douglas K. Schnell
E-mail: rkornegay@wsgr.com
zmyers@wsgr.com
dschnell@wsgr.com

If to the Caligan Group:

Caligan Partners LP
590 Madison Avenue
New York, New York 10022
Attn: [***]
Email: [***]

15. *Representation by Counsel.* Each of the Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed this Agreement with the advice of such counsel. Each Party and its counsel cooperated and participated in the drafting and preparation of this Agreement, and any and all drafts of this Agreement exchanged among the Parties will be deemed the work product of all of the Parties and may not be construed against any Party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted or prepared it is of no application and is expressly waived by each of the Parties, and any controversy over interpretations of this Agreement will be decided without regard to events of drafting or preparation.

16. *Counterparts.* This Agreement and any amendments to this Agreement may be executed in one or more textually identical counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail or by an electronic signature service (any such

delivery, an “**Electronic Delivery**”), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

17. *Headings*. The headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision of this Agreement.

[Signature page follows.]

Very truly yours,

FLUIDIGM CORPORATION

By: /s/ Nicholas Khadder
Name: Nicholas Khadder
Title: Senior Vice President, General
Counsel, and Secretary

ACCEPTED AND AGREED
as of the date written above:

DAVID JOHNSON

/s/ David Johnson

CALIGAN PARTNERS LP

By: Caligan Partners GP, LLC, its general partner

By: /s/ David Johnson

Name: David Johnson

Title: Managing Member

CALIGAN PARTNERS GP, LLC

By: /s/ David Johnson

Name: David Johnson

Title: Managing Member

CALIGAN PARTNERS CV V LP

By: Caligan Partners CV V GP, LLC, its general partner

By: /s/ David Johnson

Name: David Johnson

Title: Authorized Signatory

Exhibit A
(Press Release)

Fluidigm Announces Support Agreement with Caligan Partners Related to \$250 Million Strategic Capital Infusion by Casdin Capital and Viking Global

Caligan Partners to Vote “FOR” Casdin and Viking Transaction and All Other Fluidigm Proposals at the Special Meeting to be Reconvened on April 1, 2022

Fluidigm Board to Appoint Frank Witney, a Director Candidate Recommended by Caligan, if Casdin and Viking Transaction Closes

Company Urges ALL Stockholders to Vote “FOR” the Proposals at the Special Meeting

SOUTH SAN FRANCISCO, Calif., March 29, 2022 — Fluidigm Corporation (Nasdaq:FLDM) today announced that it has entered into a support agreement with Caligan Partners LP (“Caligan”), Fluidigm’s current largest holder of common stock, under which Caligan has agreed to vote “FOR” all Fluidigm proposals related to the proposed strategic capital infusion transaction with Casdin Capital, LLC (“Cascin”) and Viking Global Investors LP (“Viking”) at Fluidigm’s Special Meeting of Stockholders (“Special Meeting”), which has been adjourned and will reconvene on April 1, 2022.

In connection with the support agreement, the Fluidigm Board of Directors will appoint Dr. Frank Witney, a veteran life sciences industry executive with deep operational expertise and a director candidate recommended by Caligan, as a director on Fluidigm’s Board, conditioned upon successful closing of the transaction. In connection with the appointment of Dr. Witney, the Fluidigm Board will be expanded to eight directors.

Dr. Carlos V. Paya, chairman of Fluidigm, said, “We are pleased to receive support from Caligan following our engagement over the last several months and to move forward toward the successful completion of the transaction with Casdin and Viking. The Board also looks forward to welcoming Dr. Witney and working together upon closing the transaction to achieve the growth and value creation potential that this strategic capital infusion from Casdin and Viking will create. Our Board continues to believe this transaction is in the best interest of all Fluidigm stakeholders and unanimously recommends stockholders vote “FOR” ALL proposals.”

“Caligan is supportive of Fluidigm’s new path,” said David Johnson, Founder, Managing Partner, and CIO of Caligan. “Dr. Witney will be a tremendous addition to the Board with his proven track record of success leading life science tools companies. We look forward to Fluidigm achieving the untapped potential of its mass cytometry and microfluidics technologies.”

Dr. Witney said, “Fluidigm is at an exciting inflection point with significant potential for growth. I look forward to joining Fluidigm’s Board upon completing the strategic capital infusion transaction and to leveraging my experience in the life sciences industry to help advance Fluidigm’s mission and drive value for stockholders.”

The Board reminds all stockholders that the parties will terminate the purchase agreements with Casdin and Viking if Fluidigm stockholders do not approve the matters presented at the Special Meeting.

The Board unanimously recommends that stockholders vote “FOR” all Proposals at the Special Meeting. Your vote is very important regardless of the number of shares of common stock that you own.

Fluidigm will continue to solicit proxies from its stockholders with respect to the Special Meeting. Stockholders as of the record date of February 18, 2022, who have not yet voted are encouraged to submit their proxies as soon as possible. Valid proxies submitted by stockholders prior to the adjourned Special Meeting will continue to be valid for purposes of the reconvened Special Meeting.

Fluidigm stockholders who need assistance in completing the proxy card, need additional copies of the proxy materials, or have questions regarding the Special Meeting may contact Fluidigm’s proxy solicitor:

Alliance Advisors
200 Broadacres Drive
Bloomfield, NJ 07003
(833) 782-7142
FLDM@allianceadvisors.com

Advisors

Jefferies LLC is serving as financial advisor to Fluidigm and Wilson Sonsini Goodrich & Rosati, Professional Corporation is serving as legal advisor.

Centerview Partners LLC is serving as financial advisor to Casdin and Viking. Legal advisors are Paul, Weiss, Rifkind, Wharton & Garrison LLP serving Casdin and Kirkland & Ellis LLP serving Viking.

About Frank Witney

Frank Witney has served as an Operating Partner at Ampersand Capital Partners since 2016 and is also currently Chairman at Leinco Technologies, a Director at PerkinElmer, and an active Board Observer at GenDx. Previously, Witney served as CEO of Affymetrix, a leading provider of genomics and cell biology products sold for \$1.3 billion, and CEO of Dionex, a leading provider of analytical instrumentation sold for \$2.1 billion. Witney was also Chairman of Gyros Protein Technologies, a Director at Nexcelom Biosciences, and held senior executive positions at PerkinElmer, Packard Bioscience and Bio-Rad Laboratories. He holds a Ph.D. in molecular and cellular biology from Indiana University.

About Fluidigm

Fluidigm (Nasdaq:FLDM) focuses on the most pressing needs in translational and clinical research, including cancer, immunology, and immunotherapy. Using proprietary CyTOF® and microfluidics technologies, we develop, manufacture, and market multi-omic solutions to drive meaningful insights in health and disease, identify biomarkers to inform decisions, and accelerate the development of more effective therapies. Our customers are leading academic, government, pharmaceutical, biotechnology, plant and animal research, and clinical laboratories worldwide. Together with them, we strive to increase the quality of life for all. For more information, visit fluidigm.com.

Fluidigm, the Fluidigm logo and CyTOF are trademarks and/or registered trademarks of Fluidigm Corporation or its affiliates in the United States and/or other countries. All other trademarks are the sole property of their respective owners. Fluidigm products are provided for Research Use Only. Not for use in diagnostic procedures.

Available Information

Fluidigm uses its website (fluidigm.com), investor site (investors.fluidigm.com), corporate Twitter account (@fluidigm), Facebook page (facebook.com/Fluidigm), and LinkedIn page (linkedin.com/company/fluidigm-corporation) 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 Fluidigm may use these channels to comply with its disclosure obligations under Regulation FD. Therefore, investors should monitor Fluidigm's website and our social media accounts in addition to following its press releases, SEC filings, public conference calls, and webcasts.

Forward-Looking Statements

This communication contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others, statements regarding: Fluidigm's expectation regarding the transaction described in this communication ("the Transaction"); Fluidigm's beliefs that the Transaction will maximize the value of and build on its existing product portfolio; expectations regarding the need for additional capital; expectations regarding the impact on customers, suppliers and employees as well as Fluidigm's operating results; and other expectations regarding the Transaction. Forward-looking statements are subject

to numerous risks and uncertainties that could cause actual results to differ materially from currently anticipated results, including but not limited to risks relating to: the potential adverse effects of the coronavirus pandemic on our business and operating results; any failure to obtain required stockholder approval of the Transaction; the possibility that the conditions to the closing of the Transaction are not satisfied; potential litigation relating to the Transaction; uncertainties as to the timing of the consummation of the Transaction; the ability of each party to consummate the Transaction; possible disruption related to the Transaction to Fluidigm's current plans and operations, including through the loss of customers, suppliers and employees; changes in Fluidigm's business or external market conditions; uncertainties in contractual relationships; customers and prospective customers continuing to curtail or suspend activities utilizing our products; our ability and/or the ability of the research institutions utilizing our products and technology to obtain and maintain Emergency Use Authorization from the FDA and any other requisite authorizations or approvals to use our products and technology for diagnostic testing purposes; challenges inherent in developing, manufacturing, launching, marketing, and selling new products; interruptions or delays in the supply of components or materials for, or manufacturing of, Fluidigm products; reliance on sales of capital equipment for a significant proportion of revenues in each quarter; seasonal variations in customer operations; unanticipated increases in costs or expenses; uncertainties in contractual relationships; reductions in research and development spending or changes in budget priorities by customers; Fluidigm's research and development and distribution plans and capabilities; interruptions or delays in the supply of components or materials for, or manufacturing of, Fluidigm products; potential product performance and quality issues; risks associated with international operations; intellectual property risks; and competition. Information on these and additional risks and uncertainties and other information affecting Fluidigm's business and operating results is contained in its Annual Report on Form 10-K for the year ended December 31, 2021, and in its other filings with the Securities and Exchange Commission (the "SEC"). These forward-looking statements speak only as of the date of this communication. Fluidigm disclaims any obligation to update these forward-looking statements except as may be required by law.

Contacts:

Media:

Mark Spearman
Fluidigm Corporation
650 243 6621
mark.spearman@fluidigm.com

Investors:

Peter DeNardo
415 389 6400
ir@fluidigm.com