

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO
Tender Offer Statement Under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

FLUIDIGM CORPORATION
(Name of Subject Company (Issuer) and Filing Person (Offeror))

Options to Purchase Common Stock, \$0.001 par value
(Title of Class of Securities)

34385P108
(CUSIP Number of Class of Securities' Underlying Common Stock)

Nicholas Khadder
Senior Vice President, General Counsel, and Secretary
7000 Shoreline Court, Suite 100
South San Francisco, CA 94080
Telephone: (650) 266-6000
(Name, address and telephone numbers of person authorized to receive notices and
communications on behalf of filing persons)

Copies to:
Robert F. Kornegay
Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
(650) 493-9300

CALCULATION OF FILING FEE

Transaction Valuation*

\$2,650,457

Amount of Filing Fee

\$307.19

* Calculated solely for purposes of determining the filing fee. This amount assumes that options to purchase 2,352,308 shares of common stock of Fluidigm Corporation having an aggregate value of approximately \$2,650,457 as of August 21, 2017 will be exchanged or cancelled pursuant to this offer. The aggregate value of such securities was calculated using a binomial lattice option pricing model. The amount of the filing fee, calculated in accordance with the Securities Exchange Act of 1934, as amended, equals \$115.90 for each \$1,000,000 of the value of this transaction.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable.
Form or Registration No.: Not applicable.
Filing party: Not applicable.
Date filed: Not applicable.

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third party tender offer subject to Rule 14d-1.
 issuer tender offer subject to Rule 13e-4.
 going-private transaction subject to Rule 13e-3.
 amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

This Tender Offer Statement on Schedule TO relates to an offer by Fluidigm Corporation, a Delaware corporation (“Fluidigm” or the “Company”), to exchange (the “Exchange Offer”) certain options to purchase up to an aggregate of 2,352,308 shares of the Company’s common stock, whether vested or unvested, granted under the Plans (as defined below), including any respective sub plans thereunder, with an exercise price per share greater than \$4.37 and greater than the closing price of a share of our common stock on the NASDAQ Global Select Market on the date the Exchange Offer expires, except as otherwise described in the Offer to Exchange (the “Eligible Options”).

These Eligible Options may be exchanged for new awards (“New Awards”) upon the terms and subject to the conditions set forth in (i) the Offer to Exchange Certain Outstanding Options for New Awards dated August 23, 2017 (the “Offer to Exchange”), attached hereto as Exhibit (a)(1)(A), (ii) the Launch Email to All Eligible Employees from FluidigmExchange@equitybenefits.com, dated August 23, 2017, attached hereto as Exhibit (a)(1)(B), and (iii) the Election Form, attached hereto as Exhibit (a)(1)(C). The following disclosure materials were also made available to Eligible Employees: (I) the Form of Confirmation Email to Employees who Elect to Participate in or Withdraw From the Exchange Offer, attached hereto as Exhibit (a)(1)(D), (II) the Form of Reminder Email, attached hereto as Exhibit (a)(1)(E), (III) Form of Notice Email Announcing Final Offer Terms, attached hereto as Exhibit (a)(1)(F), (IV) the Form of Notice Email Announcing Expiration of Offer to Exchange Certain Outstanding Options for New Awards, attached hereto as Exhibit (a)(1)(G), (V) the Screenshots of the Company’s Offer Website, attached hereto as Exhibit (a)(1)(H), and (VI) the Employee FAQs, attached hereto as Exhibit (a)(1)(I). These documents, as they may be amended or supplemented from time to time, together constitute the “Disclosure Documents.” An “Eligible Employee” refers to each employee of the Company or its subsidiaries who resides in or whose principal work location is in any of Canada, France, Germany, Italy, Japan, Malaysia, Singapore, the United Kingdom, and the United States as of the start of the offer and who remains so through the date Eligible Options tendered in the Exchange Offer are cancelled and the New Awards are granted. The non-employee members of the Company’s board of directors are not eligible employees and may not participate in the Exchange Offer.

The information in the Disclosure Documents, including all schedules and annexes to the Disclosure Documents, is incorporated herein by reference to answer the items required in this Schedule TO.

Item 1. Summary Term Sheet.

The information set forth under the caption “Summary Term Sheet and Questions and Answers” in the Offer to Exchange is incorporated herein by reference.

Item 2. Subject Company Information.

(a) Name and Address.

Fluidigm Corporation is the issuer of the securities subject to the Exchange Offer. The address of the Company’s principal executive office is 7000 Shoreline Court, Suite 100, South San Francisco, California 94080, and the telephone number at that address is (650) 266-6000. The information set forth in the Offer to Exchange under the caption “The Offer” titled “Information concerning Fluidigm” is incorporated herein by reference.

(b) Securities.

The subject class of securities consists of the Eligible Options. The actual number of shares of common stock subject to the stock options (in the case of Eligible Employees having a title of Vice President or above, including our executive officers, and Eligible Employees who reside in or whose principal work location is in Canada), or restricted stock units (in the case of all other Eligible Employees), to be issued in the Exchange Offer will depend on the number of shares of common stock subject to the unexercised options tendered by Eligible Employees and accepted for exchange and cancelled. The information set forth in the Offer to Exchange under the captions “Summary Term Sheet and Questions and Answers,” “Risks of Participating in the Offer,” and the sections under the caption “The Offer” titled “2. Number of New Awards; Expiration Date,” “6. Acceptance of options for exchange and issuance of New Awards,” and “9. Source and amount of consideration; terms of New Awards” is incorporated herein by reference.

(c) *Trading Market and Price.*

The information set forth in the Offer to Exchange under the caption “The Offer” titled “8. Price range of Shares underlying the options” is incorporated herein by reference.

Item 3. Identity and Background of Filing Person.

(a) *Name and Address.*

The filing person is the issuer. The information set forth under Item 2(a) above is incorporated by reference.

Pursuant to General Instruction C to Schedule TO, the information set forth on Schedule A to the Offer to Exchange is incorporated herein by reference.

Item 4. Terms of the Transaction.

(a) *Material Terms.*

The information set forth in the section of the Offer to Exchange under the caption “Summary Term Sheet and Questions and Answers” and the sections under the caption “The Offer” titled “1. Eligibility,” “2. Number of New Awards; Expiration Date,” “3. Purposes of the offer,” “4. Procedures for electing to exchange Eligible Options,” “5. Withdrawal rights and change of election,” “6. Acceptance of options for exchange and issuance of New Awards,” “7. Conditions of the offer,” “8. Price range of shares underlying the options,” “9. Source and amount of consideration; terms of New Awards,” “12. Status of options acquired by us in the offer; accounting consequences of the offer,” “13. Legal matters; regulatory approvals,” “14. Material income tax consequences,” “15. Material income tax consequences and certain other considerations for Eligible Employees who reside outside the U.S.,” “16. Extension of offer; termination; amendment” and Schedules B through J attached to the Offer to Exchange is incorporated herein by reference.

(b) *Purchases.*

The information set forth in the section of the Offer to Exchange under the caption “The Offer” titled “11. Interests of directors and executive officers; transactions and arrangements concerning the options” is incorporated herein by reference.

Item 5. Past Contacts, Transactions, Negotiations and Arrangements.

(e) *Agreements Involving the Subject Company’s Securities.*

The information set forth in the section of the Offer to Exchange under the caption “The Offer” titled “11. Interests of directors and executive officers; transactions and arrangements concerning the options” is incorporated herein by reference. The Company’s 2011 Equity Incentive Plan (the “2011 Plan”), 2009 Equity Incentive Plan (the “2009 Plan”), and 1999 Stock Option Plan (the “1999 Plan”) and the DVS Sciences, Inc. 2010 Equity Incentive Plan (together with the 2011 Plan, the 2009 Plan, and the 1999 Plan, the “Plans”) attached hereto as Exhibits (d)(1), (d)(8), (d)(10), and (d)(12), respectively, the amendments to the plans attached hereto as Exhibit (d)(13), and related agreements attached hereto as Exhibits (d)(2), (d)(3), (d)(4), (d)(5), (d)(6), (d)(7), (d)(9), and (d)(11) are incorporated herein by reference.

Item 6. Purposes of the Transaction and Plans or Proposals.

(a) *Purposes.*

The information set forth in the section of the Offer to Exchange under the caption “Summary Term Sheet and Questions and Answers” and the section under the caption “The Offer” titled “3. Purposes of the offer” is incorporated herein by reference.

(b) *Use of Securities Acquired.*

The information set forth in the sections of the Offer to Exchange under the caption “The Offer” titled “6. Acceptance of options for exchange and issuance of New Awards” and “12. Status of options acquired by us in the offer; accounting consequences of the offer” is incorporated herein by reference.

(c) *Plans.*

The information set forth in the sections of the Offer to Exchange under the caption “The Offer” titled “3. Purposes of the offer” and “9. Source and amount of consideration; terms of New Awards” is incorporated herein by reference.

Item 7. Source and Amount of Funds or Other Consideration.

(a) *Source of Funds.*

The information set forth in the section of the Offer to Exchange under the caption “The Offer” titled “9. Source and amount of consideration; terms of New Awards” is incorporated herein by reference.

(b) *Conditions.*

The information set forth in the section of the Offer to Exchange under the caption “The Offer” titled “7. Conditions of the offer” is incorporated herein by reference.

(d) *Borrowed Funds.*

Not applicable.

Item 8. Interest in Securities of the Subject Company.

(a) *Securities Ownership.*

The information set forth in the section of the Offer to Exchange under the caption “The Offer” titled “11. Interests of directors and executive officers; transactions and arrangements concerning the options” is incorporated herein by reference.

(b) *Securities Transactions.*

The information set forth in the section of the Offer to Exchange under the caption “The Offer” titled “11. Interests of directors and executive officers; transactions and arrangements concerning the options” is incorporated herein by reference.

Item 9. Person/Assets, Retained, Employed, Compensated or Used.

(a) *Solicitations or Recommendations.*

Not applicable.

Item 10. Financial Statements.**(a) Financial Information.**

The information set forth in Schedule B to the Offer to Exchange and in the sections of the Offer to Exchange under the caption “The Offer” titled “10. Information concerning Fluidigm,” “18. Additional information” and “19. Financial information” is incorporated herein by reference. The Company’s Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can also be accessed electronically on the Securities and Exchange Commission’s website at <http://www.sec.gov>.

(b) Pro Forma Information.

Not applicable.

Item 11. Additional Information.**(a) Agreements, Regulatory Requirements and Legal Proceedings.**

The information set forth in the sections of the Offer to Exchange under the caption “The Offer” titled “11. Interests of directors and executive officers; transactions and arrangements concerning the options” and “13. Legal matters; regulatory approvals” is incorporated herein by reference.

(c) Other Material Information.

Not applicable.

Item 12. Exhibits.

Exhibit Number	Description
(a)(1)(A)	Offer to Exchange Certain Outstanding Options for New Awards, dated August 23, 2017.
(a)(1)(B)	Launch Announcement.
(a)(1)(C)	Election Form.
(a)(1)(D)	Form of Confirmation Email.
(a)(1)(E)	Form of Reminder Email.
(a)(1)(F)	Form of Notice Email Announcing Final Offer Terms.
(a)(1)(G)	Form of Expiration Notice Email.
(a)(1)(H)	Screenshots from Offer Website.
(a)(1)(I)	Employee FAQs.
(b)	Not applicable.
(d)(1)	2011 Equity Incentive Plan of Fluidigm Corporation (incorporated by reference from Exhibit 10.4 to Fluidigm’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission on January 28, 2011).

- (d)(2) Forms of U.S. agreements under the 2011 Equity Incentive Plan.
- (d)(3) Rules of the Fluidigm Corporation 2011 Equity Incentive Plan for Restricted Stock Unit Awards Granted to French Participants.
- (d)(4) Rules of the Fluidigm Corporation 2011 Equity Incentive Plan for Options Granted to French Participants.
- (d)(5) UK Sub-plan to the Fluidigm Corporation 2011 Equity Incentive Plan.
- (d)(6) Form of Restricted Stock Unit Agreement—Non-U.S. under the 2011 Equity Incentive Plan.
- (d)(7) Form of Stock Option Agreement—Non-U.S. under the 2011 Equity Incentive Plan.
- (d)(8) 2009 Equity Incentive Plan of Fluidigm Corporation, as amended (incorporated by reference from Exhibit 10.3 to Fluidigm’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission on December 3, 2010).
- (d)(9) Forms of agreements under the 2009 Equity Incentive Plan (incorporated by reference from Exhibit 10.3A to Fluidigm’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission on December 3, 2010).
- (d)(10) 1999 Stock Option Plan of Fluidigm Corporation, as amended (incorporated by reference from Exhibit 10.2 to Fluidigm’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission on December 3, 2010).
- (d)(11) Forms of agreements under the 1999 Stock Option Plan (incorporated by reference from Exhibit 10.2A to Fluidigm’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission on December 3, 2010).
- (d)(12) DVS Sciences, Inc.’s 2010 Equity Incentive Plan, as amended (incorporated by reference from Exhibit 4.3 to Fluidigm’s Registration Statement on Form S-8 filed with the Securities and Exchange Commission on February 21, 2014).
- (d)(13) Amendments to the Fluidigm Corporation 2011 Equity Incentive Plan, 2009 Equity Incentive Plan, and 1999 Stock Option Plan and the DVS Sciences, Inc. 2010 Equity Incentive Plan (incorporated by reference from Exhibit 10.2 to Fluidigm’s Current Report on Form 8-K filed with the Securities and Exchange Commission on August 2, 2017).
- (g) Not applicable.
- (h) Not applicable.

Item 13. Information Required by Schedule 13E-3.

- (a) Not applicable.
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SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule TO is true, complete and correct.

FLUIDIGM CORPORATION

/s/ Stephen Christopher Linthwaite

Stephen Christopher Linthwaite

Chief Executive Officer and President

Date: August 23, 2017

INDEX TO EXHIBITS

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(a)(1)(F)	Form of Notice Email Announcing Final Offer Terms.
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(a)(1)(H)	Screenshots from Offer Website.
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- (d)(11) Forms of agreements under the 1999 Stock Option Plan (incorporated by reference from Exhibit 10.2A to Fluidigm's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on December 3, 2010).
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 - (g) Not applicable.
 - (h) Not applicable.
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FLUIDIGM CORPORATION
OFFER TO EXCHANGE
CERTAIN OUTSTANDING OPTIONS FOR
NEW AWARDS

This document constitutes part of the prospectus relating to the securities that have been registered under the Securities Act of 1933, as amended.

The prospectus relates to the Fluidigm Corporation 2011 Equity Incentive Plan, Fluidigm Corporation 2009 Equity Incentive Plan, Fluidigm Corporation 1999 Stock Option Plan, and the DVS Sciences, Inc. 2010 Equity Incentive Plan.

August 23, 2017

FLUIDIGM CORPORATION

**Offer to Exchange Certain Outstanding Options
for New Awards**

**This offer and withdrawal rights will expire at 9:00 p.m., U.S. Pacific Time,
on September 20, 2017, unless we extend them.**

By this offer, Fluidigm Corporation (referred to as “Fluidigm,” the “Company,” “we,” “our” or “us”) is giving eligible employees of Fluidigm and of our subsidiaries the opportunity to exchange some or all of their options granted under our 2011 Equity Incentive Plan, 2009 Equity Incentive Plan, and 1999 Stock Option Plan and the DVS Sciences, Inc. 2010 Equity Incentive Plan, including any respective sub-plans thereunder (collectively, the “Plans”), with a per share exercise price greater than US\$4.37 and greater than the closing price of a share of our common stock on the NASDAQ Global Select Market on the date the offer expires, whether vested or unvested, that are outstanding at the start of this offer and remain outstanding and unexercised through the expiration of this offer (the “Eligible Options”), for restricted stock units (“RSUs”) or stock options (“New Options”) covering a lesser number of shares than were subject to the Eligible Options exchanged immediately before being cancelled in the offer. RSUs are promises by Fluidigm to issue shares of our common stock in the future provided that the vesting criteria are satisfied. All eligible employees who participate in the offer will receive new equity awards entirely in the form of RSUs in exchange for their cancelled Eligible Options except that eligible employees (i) with a title of Vice President or above or (ii) who reside in or whose principal work location is in Canada, will receive new equity awards entirely in the form of New Options. The New Options or RSUs granted pursuant to this offer are referred to as “New Awards.” Each New Award will be granted under, and subject to, the terms and conditions of our 2011 Equity Incentive Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto.

You are an eligible employee if you are an employee of Fluidigm or its subsidiaries who resides in or whose principal work location is in Canada, France, Germany, Italy, Japan, Malaysia, Singapore, the United Kingdom or the United States as of the start of the offer and remain an employee of Fluidigm or its subsidiaries who resides in or whose principal work location is in one of these countries through the expiration of the offer and the grant date of the New Awards.

We will grant New Awards on the U.S. calendar day on which the offer expires, which is the same U.S. calendar day on which we will cancel the Eligible Options that you exchange in the offer. We expect that the offer will expire on September 20, 2017. If the expiration date of the offer is extended, the date on which we grant New Awards similarly will be delayed.

The number of shares of our common stock subject to the New Awards you receive will depend on the number of shares of our common stock subject to the Eligible Options that you elect to exchange and an exchange ratio that is based on the per share exercise price of the exchanged Eligible Options. New Awards will be unvested as of the date they are granted, regardless of whether the Eligible Options were vested or unvested, and will be scheduled to vest based on your continued service with us or our subsidiaries through each applicable vesting date in accordance with the new vesting schedule. The new vesting schedule generally provides that one-twelfth (1/12) of the shares subject to each grant of New Awards will be scheduled to vest on the Company's scheduled quarterly vesting dates over three years, beginning with the first such scheduled quarterly vesting date occurring at least three months following the date the New Awards are granted. However, if you reside in or your principal work location is in France and you receive RSUs in exchange for Eligible Options, one-third (1/3) of the shares subject to the grant of RSUs instead will be scheduled to vest on the first quarterly vesting date that occurs at least one (1) year after the grant date of the New Awards and one-twelfth (1/12) of the shares subject to the grant of RSUs will be scheduled to vest quarterly for the next two years. Vesting of New Awards is subject to continued service through each relevant vesting date. Your participation in this offer and the receipt of New Awards does not provide any guarantee or promise of continued service with Fluidigm or any of our subsidiaries.

Our common stock is traded on the NASDAQ Global Select Market under the symbol "FLDM." On August 22, 2017, the closing price of our common stock was US\$3.55 per share. You should evaluate the risks related to our business, our common stock and this offer, and review current market quotes for our common stock, among other factors, before deciding to participate in this offer.

See "Risks of Participating in the Offer" beginning on page 30 for a discussion of risks that you should consider before participating in this offer.

IMPORTANT

If you want to participate in the offer, we must receive your election form electronically via Fluidigm's offer website (except with respect to eligible employees residing in or whose principal work location is in France or Italy) at <https://fluidigm.equitybenefits.com>, via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., on or before the Expiration Date (as defined below), currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017. Due to applicable requirements under local law, eligible employees residing in or whose principal work location is in France or Italy may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service).

The offer website will provide you with certain information about your Eligible Option Grants (as defined below), including the grant date, the per share exercise price, the total, vested, and unvested numbers of underlying shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date), whether New Awards granted to you would be RSUs or New Options, and the number of New Awards that would be granted in exchange.

If you are an Eligible Employee, other than an Eligible Employee residing in or whose principal work location is in France or Italy, and you wish to participate but are not able to submit your election electronically via the offer website because you do not have access to the offer website for any reason (including lack of internet service), as a result of technical failures of the offer website, or if you choose not to use the offer website process, you must complete a paper election form and return it by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

You may change your election to participate in the offer at any time on or before the Expiration Date by completing and delivering to the Company a new election form, but your last valid election in place when the offer expires will control.

Your delivery of all documents regarding the offer, including election forms, is at your own risk. Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (for eligible employees other than those residing in or whose principal work location is in France or Italy), via email (as a PDF), or via mail (or other post) or Federal Express (or similar delivery service) will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery, are not permitted. Due to applicable requirements under local law, eligible employees residing in or whose principal work location is in France or Italy may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). We will not accept delivery of any election after expiration of this offer. If you submit your election form via the offer website, a confirmation statement will be generated by the offer website at the time that you complete and submit your election form. You should print and keep a copy of the confirmation statement for your records. The printed confirmation statement will provide evidence that you submitted your election form. If you submit your election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), we intend to confirm the receipt of your election form by email within two (2) U.S. business days after receiving your election form. If you do not receive a confirmation, it is your responsibility to confirm that we have received your election form. You should contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. Note that if you submit any election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) within the last two (2) U.S. business days prior to the expiration of the offer, time constraints may prevent Fluidigm from providing a confirmation by email prior to the expiration of the offer.

Neither the U.S. Securities and Exchange Commission (the "SEC") nor any state or non-U.S. securities commission has approved or disapproved of these securities or passed judgment upon the accuracy or adequacy of this offer. Any representation to the contrary is a criminal offense.

We recommend that you discuss the personal tax consequences of this offer with your financial, legal and/or tax advisers.

If you have questions about this offer or would like to receive a printed copy of this Offer to Exchange (as defined below) and other offer documents, you should contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

OFFER TO EXCHANGE DATED AUGUST 23, 2017

You should rely only on the information contained in this Offer to Exchange or documents to which we have referred you. We have not authorized anyone to provide you with different information. We are not making an offer of New Awards in any jurisdiction in which the offer is not permitted or feasible. However, we may, at our discretion, take any actions necessary for us to make the offer to option holders in any of these jurisdictions. You should not assume that the information provided in this Offer to Exchange is accurate as of any date other than the date as of which it is shown, or if no date is indicated otherwise, the date of this offer. This Offer to Exchange summarizes various documents and other information. These summaries are qualified in their entirety by reference to the documents and information to which they relate.

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SUMMARY TERM SHEET AND QUESTIONS AND ANSWERS

The following are answers to some of the questions that you may have about this offer. You should read carefully this entire Offer to Exchange, the accompanying launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer, and the election form attached to the launch email, together with its associated instructions. This offer is made subject to the terms and conditions of these documents as they may be amended. The information in this summary is not complete. Additional important information is contained in the remainder of this Offer to Exchange and the other offer documents. We have included in this summary references to other sections in this Offer to Exchange to help you find more complete information with respect to these topics.

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Q1. What is the offer?

A1. This offer is a one-time voluntary opportunity for Eligible Employees (defined below) to exchange for New Awards certain outstanding “underwater” stock options with per Share exercise prices greater than US\$4.37 and greater than the closing price of a Share of our Common Stock on Nasdaq (defined below) on the Expiration Date.

The following are some of the terms that are frequently used in this Offer to Exchange.

Terms Used in This Offer to Exchange

- “1999 Plan” refers to the Fluidigm Corporation 1999 Stock Option Plan, as amended, including any sub-plans thereunder, as may be amended from time to time.
- “2009 Plan” refers to the Fluidigm Corporation 2009 Equity Incentive Plan, as amended, including any sub-plans thereunder, as may be amended from time to time.
- “2010 DVS Plan” refers to the DVS Sciences, Inc. 2010 Equity Incentive Plan, as amended, including any sub-plans thereunder, as may be amended from time to time.
- “2011 Plan” refers to the Fluidigm Corporation 2011 Equity Incentive Plan, as amended, including any sub-plans thereunder, as may be amended from time to time.
- “Cancellation Date” refers to the U.S. calendar date on which Exchanged Options will be cancelled. Exchanged Options will be cancelled on the same U.S. calendar day as the Expiration Date and the New Award Grant Date. This cancellation of Exchanged Options will occur after expiration of the offer and before granting of New Awards. We expect that the Cancellation Date will be September 20, 2017. If the Expiration Date of the offer is extended, then the Cancellation Date similarly will be delayed.
- “Common Stock” refers to Fluidigm Corporation common stock.
- “Eligible Country” refers to Canada, France, Germany, Italy, Japan, Malaysia, Singapore, the United Kingdom, and the United States.
- “Eligible Canada Employee” refers to an Eligible Employee residing in or whose principal work location is in Canada.
- “Eligible Employee” refers to an active employee of Fluidigm or any of its subsidiaries (including our executive officers) who resides in or whose principal work location is in any of the Eligible Countries as of the start of the offer and through the Cancellation Date and New Award Grant Date.
- “Eligible France Employee” refers to an Eligible Employee residing in or whose principal work location is in France.

- “Eligible Italy Employee” refers to an Eligible Employee residing in or whose principal work location is in Italy.
- “Eligible Executive” refers to an Eligible Employee with a title of Vice President or above.
- “Eligible Option Grant” refers collectively to all of the Eligible Options that are part of the same option grant and subject to the same option agreement. For example, if an individual has been granted Eligible Options to purchase a total of 1,000 Shares under the 2011 Plan subject to an option agreement under the 2011 Plan, the Eligible Option Grant refers to the entire award of Eligible Options to purchase 1,000 Shares. If the individual has exercised 600 options subject to that award, the Eligible Option Grant refers to the award of Eligible Options to purchase the 400 Shares that remain subject to the award.
- “Eligible Options” refers to stock options to purchase Shares of our Common Stock (each an “option”) granted under a Plan with a per Share exercise price greater than US\$4.37 and greater than the closing price of a Share of our Common Stock on Nasdaq on the Expiration Date, that are outstanding as of the start of the Offering Period and remain outstanding and unexercised as of the Expiration Date.
- “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.
- “Exchanged Options” refers to Eligible Options that are exchanged pursuant to this offer.
- “Exchanged Option Grant” refers to an Eligible Option Grant that is exchanged pursuant to this offer.
- “Expiration Date” refers to the time and date that this offer expires. We expect that the Expiration Date will be September 20, 2017, at 9:00 p.m., U.S. Pacific Time. We may extend the Expiration Date at our discretion. If we extend the offer, the term “Expiration Date” will refer to the time and date at which the extended offer expires.
- “First Quarterly Vesting Date” means the first Quarterly Vesting Date occurring at least three months after the New Award Grant Date. The First Quarterly Vesting Date is anticipated to be February 20, 2018 (unless the Offer Period is extended).
- “Nasdaq” means the NASDAQ Global Select Market.
- “New Award Grants” refers to RSU Grants and New Option Grants.
- “New Awards” refers to New Options or RSUs granted pursuant to this offer. New Awards granted in connection with this offer will be granted on the New Award Grant Date under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto.

- “New Award Grant Date” refers to the U.S. calendar date on which RSUs and New Options will be granted pursuant to this offer. The New Award Grant Date will be the same U.S. calendar date as the Expiration Date and the Cancellation Date. New Awards will be granted immediately following the expiration and cancellation of the Exchanged Options. We expect that the New Award Grant Date will be September 20, 2017. If the Expiration Date is extended, then the New Award Grant Date will be similarly extended.
- “New Option Grant” refers collectively to all New Options that are part of the same grant and subject to the same option agreement.
- “New Options” refers to the options issued pursuant to this offer that replace Exchanged Options held by Eligible Executives and Eligible Canada Employees. Any New Options granted in connection with this offer will be granted on the New Award Grant Date under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto. Each New Option will be a nonstatutory stock option for U.S. tax purposes, regardless of whether the Exchanged Option that was cancelled in exchange for the New Option was an incentive stock option or a nonstatutory stock option for U.S. tax purposes.
- “Offer Period” or “Offering Period” refers to the period from the launch of this offer to the Expiration Date. This period will commence on August 23, 2017, and we expect that it will end at 9:00 p.m., U.S. Pacific Time, on September 20, 2017.
- “Offer to Exchange” refers to this Offer to Exchange Certain Outstanding Options for New Awards.
- “Plans” refers to the 2011 Plan, 2009 Plan, 1999 Plan, and 2010 DVS Plan. Each is referred to as a “Plan.”
- “RSU Grant” refers collectively to all RSUs that are part of the same grant and subject to the same RSU agreement.
- “Restricted Stock Units” or “RSUs” refers to the restricted stock units issued pursuant to this offer that replace any Exchanged Options that were held by Eligible Employees other than Eligible Executives or Eligible Canada Employees. RSUs are promises by Fluidigm to issue Shares of our Common Stock in the future provided that the vesting criteria are satisfied. RSUs granted in connection with this offer will be granted on the New Award Grant Date under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto.
- “Securities Act” means the U.S. Securities Act of 1933, as amended.
- “Share” means a share of Fluidigm Common Stock.
- “Quarterly Vesting Date” refers to Fluidigm’s regularly scheduled quarterly vesting dates, which occur on February 20, May 20, August 20, and November 20 of each year.

Q2. How do I participate in this offer?

A2. Participation in this offer is voluntary. If you are an Eligible Employee, at the start of the offer you will have received a launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer. If you want to participate in the offer, you must make an election via the process outlined below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017. If you do not want to participate, then no action is necessary.

Elections via the Offer Website (Other than Eligible France Employees and Eligible Italy Employees)

1. To submit an election via the offer website, click on the link to the offer website in the launch email you received from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, or go to the offer website at <https://fluidigm.equitybenefits.com>. Log in to the offer website using the login instructions provided to you in the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer (or if you previously logged into the offer website, your updated login credentials).
2. After logging in to the offer website, review the information and proceed through to the Make My Elections page. You will be provided with personalized information regarding each Eligible Option Grant you hold, including:
 - the grant date of the Eligible Option Grant;
 - the per Share exercise price of the Eligible Option Grant;
 - the total, vested, and unvested numbers of underlying Shares subject to the Eligible Option Grant as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date);
 - whether any New Awards granted to you in the offer would be RSUs or New Options; and
 - the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.

You also can review your Eligible Option Grants in the “Breakeven Calculator,” which has been provided to you as a convenience for purposes of making limited mathematical calculations regarding the potential amount that could be received from an Eligible Option Grant or a New Award Grant to be granted pursuant to the offer if you choose to exchange an Eligible Option Grant. The Breakeven Calculator does not take into account all of the factors that you should consider in deciding whether to participate in the offer. For example, the Breakeven Calculator does not account for vesting. Note that you will be able to profit from a New Award only if it actually vests. Therefore, even if the Breakeven Calculator shows that the potential profit on a New Award Grant is greater than for an Eligible Option Grant at the assumed prices you enter, you would be able to profit from a New Award only if it actually vests. In addition, this Breakeven Calculator does not take into consideration the difference in taxation between RSUs and options or different types of options (such as incentive stock options versus nonstatutory stock options for U.S. tax purposes). Note further, that because of the rounding resulting from fractional Shares, the values shown could be higher or lower than the actual result.

Although Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), they can access their Eligible Option Grant schedule and the Breakeven Calculator via the offer website.

3. On the Make My Elections page, make the appropriate selection next to each of your Eligible Option Grants to indicate which Eligible Option Grants you choose to exchange in the offer by selecting “Yes” or choose not to exchange in the offer by selecting “No.”
4. Proceed through the offer website by following the instructions provided. Review your election form and confirm that you are satisfied with your election form. After reviewing, acknowledging and agreeing to the terms and conditions stated on the Submit My Elections page and in the offer documents, submit your election form. If you do not acknowledge and agree to the terms and conditions, you will not be permitted to submit your election.
5. Upon submitting your election form, a confirmation statement will be generated by the offer website. Please print and keep a copy of the confirmation statement for your records. At this point, you will have completed the election process.

Elections by Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer.
2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.

We must receive your properly completed and submitted election form on or before the Expiration Date. The Expiration Date will be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer.

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may submit your election by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) by following the instructions provided above. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

If you elect to exchange any Eligible Option Grant in this offer, you must elect to exchange all Eligible Options subject to that Eligible Option Grant. If you hold more than one Eligible Option Grant, however, you may choose to exchange one or more of such Eligible Option Grants without having to exchange all of your Eligible Option Grants. To help you recall your Eligible Option Grants and give you the information necessary to make an informed decision, please refer to the personalized information regarding each Eligible Option Grant you hold available via the offer website that lists: the grant date of the Eligible Option Grant; the per Share exercise price of the Eligible Option Grant; the total, vested, and unvested numbers of underlying Shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date); whether any New Awards granted to you in the offer would be RSUs or New Options; and the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.

The Eligible Option Grant schedule is available via the offer website to all Eligible Employees, including Eligible France Employees and Eligible Italy Employees. If you need an election form or other offer documents or are unable to access your personalized information regarding each Eligible Option Grant you hold, you may contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or phone at +1-408-582-4544.

This is a one-time offer, and we will strictly enforce the Offering Period. We reserve the right to reject any election to exchange options that we determine is not in the appropriate form or that we determine is unlawful to accept. Subject to the terms and conditions of this offer, we will accept all properly tendered Eligible Options promptly after the expiration of this offer. (See Section 4, "Procedures for electing to exchange Eligible Options," below.)

We may extend the Offering Period. If we extend the Offering Period, we will issue a press release, email or other communication disclosing the extension no later than 6:00 a.m., U.S. Pacific Time, on the U.S. business day following the previously scheduled Expiration Date.

Your delivery of all documents regarding the offer, including election forms, is at your own risk. If you are permitted to and submit your election form via the offer website, a confirmation statement will be generated by the offer website at the time that you complete and submit your election form. You should print and keep a copy of the confirmation statement for your records. The printed confirmation statement will provide evidence that you submitted your election form. If you submit your election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), we intend to confirm the receipt of your election form by email within two (2) U.S. business days after receiving your election form. If you do not receive a confirmation, it is your responsibility to confirm that we have received your election form. You should contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. Note that if you submit any election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) within the last two (2) U.S. business days prior to the expiration of the offer, time constraints may prevent Fluidigm from providing a confirmation by email prior to the expiration of the offer. If you submit your election form by mail (or other post) or Federal Express (or similar delivery service), postmark alone on or before the Expiration Date is insufficient for acceptance by us.

Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (other than Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, our Head of Total Rewards (Global) will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery are not permitted. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). We will not accept delivery of any election after expiration of this offer. (See Section 4, "Procedures for electing to exchange Eligible Options," below.)

Q3. What will I receive for Exchanged Options?

A3. All Eligible Employees who properly tender an Eligible Option Grant pursuant to this offer that we accept will receive RSUs or, with respect to Eligible Executives and Eligible Canada Employees, New Options. RSUs are promises by Fluidigm to issue Shares of Common Stock in the future provided that the vesting criteria are satisfied. You do not have to make any cash payment to Fluidigm to receive your RSUs or Shares of Common Stock upon the vesting of your RSUs. However, to the extent that we (or our subsidiary or other affiliate, as applicable) have a tax withholding obligation in connection with the vesting of the RSUs and issuance of Shares thereunder or otherwise, the tax withholding obligations will be satisfied in the manner specified in the 2011 Plan and the award agreement between you and Fluidigm thereunder governing your RSU Grant, including any applicable country-specific sub-plans, appendices or addenda thereto. (See Section 9, "Source and amount of consideration; terms of New Awards" below.)

For Eligible Executives and Eligible Canada Employees, each New Option granted in the offer will be a nonstatutory stock option for U.S. tax purposes, regardless of whether the Exchanged Option that was cancelled in exchange for the New Option was an incentive stock option or a nonstatutory stock option for U.S. tax purposes. New Options granted to an Eligible Employee will have a per Share exercise price equal to the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date. However, due to local laws for satisfying certain tax qualification requirements in France, it is possible that New Options granted to any Eligible France Employee may have a per Share exercise price greater than such closing price of a Share on the New Award Grant Date, as described further below in Q&A 10. New Options will vest in the future provided that the vesting criteria are satisfied. You do not have to make any cash payment to Fluidigm to receive your New Options, but will be required to pay the per Share exercise price of a New Option to receive a Share of Common Stock subject to your New Options. Additionally, to the extent that we (or our subsidiary or other affiliate, as applicable) have a tax withholding obligation in connection with the exercise of the New Options and issuance of Shares thereunder or otherwise, the tax withholding obligations will be satisfied in the manner specified in the 2011 Plan and the award agreement between you and Fluidigm thereunder governing your New Option Grant, including any applicable country-specific sub-plans, appendices or addenda thereto. (See Section 9, "Source and amount of consideration; terms of New Awards" below.)

Note that there are special rules with respect to New Awards granted to Eligible Employees subject to tax in Singapore who participate in the offer. Fluidigm is seeking a tax ruling from the Inland Revenue Authority of Singapore (“IRAS”) to confirm the exchange of Eligible Options for New Awards for Eligible Employees subject to tax in Singapore is a tax-neutral event and no taxes are due as of the moment that Eligible Options are cancelled and New Awards are granted, as described in further detail in Q&A 28, Section 15 below, and Schedule I to this Offer to Exchange.

Q4. How many New Awards will I receive for an Exchanged Option?

A4. This offer is not a one-for-one exchange of your Eligible Options for New Awards. Eligible Options surrendered pursuant to the offer will be cancelled and exchanged for New Awards covering a lesser number of Shares than were subject to the corresponding Exchanged Options immediately before they were cancelled in the offer on the basis of an exchange ratio applied to the Exchanged Options on a grant-by-grant basis depending on the Exchanged Option Grant’s per Share exercise price. If you participate in the offer with respect to an Eligible Option Grant, you will receive a New Award Grant covering such lesser number of Shares.

The following table shows the exchange ratios that will be applied to your Exchanged Options to determine the number of New Awards subject to a New Award Grant you would receive pursuant to the offer (all dollar amounts in the table below are in U.S. dollars):

				Exchange Ratios	
				Number of Shares Subject to the Eligible Option Grant Exchanged for One RSU is:	Number of Shares Subject to the Eligible Option Grant Exchanged for a New Option Covering One Share is:
If the Per Share Exercise Price of an Eligible Option is:					
From:		To:			
\$	4.38	\$	4.99	2.56 to 1	1.32 to 1
\$	5.00	\$	5.99	2.65 to 1	1.33 to 1
\$	6.00	\$	6.99	2.70 to 1	1.40 to 1
\$	7.00	\$	7.99	2.94 to 1	1.51 to 1
\$	8.00	\$	8.99	3.50 to 1	1.90 to 1
\$	9.00	\$	9.99	3.60 to 1	2.00 to 1
\$	10.00	\$	10.99	3.70 to 1	2.20 to 1
\$	11.00	\$	11.99	3.81 to 1	2.50 to 1
\$	12.00	\$	12.99	*	*
\$	13.00	\$	13.99	6.18 to 1	3.19 to 1
\$	14.00	\$	14.99	6.68 to 1	3.45 to 1
\$	15.00	\$	15.99	7.00 to 1	3.63 to 1
\$	16.00	\$	16.99	7.13 to 1	3.70 to 1
\$	17.00	\$	17.99	7.22 to 1	3.90 to 1
\$	18.00	\$	18.99	7.77 to 1	4.01 to 1
\$	19.00	\$	19.99	7.84 to 1	4.10 to 1
\$	20.00	\$	20.99	7.90 to 1	4.19 to 1
\$	21.00	\$	21.99	7.95 to 1	4.22 to 1
\$	22.00	\$	22.99	*	*
\$	23.00	\$	23.99	8.00 to 1	4.25 to 1
\$	24.00	\$	24.99	*	*
\$	25.00	\$	25.99	8.10 to 1	4.35 to 1
\$	26.00	\$	26.99	*	*
\$	27.00	\$	27.99	8.30 to 1	4.59 to 1
\$	28.00	\$	28.99	8.40 to 1	4.65 to 1

If the Per Share Exercise Price of an Eligible Option is:				Exchange Ratios	
				Number of Shares Subject to the Eligible Option Grant Exchanged for One RSU is:	Number of Shares Subject to the Eligible Option Grant Exchanged for a New Option Covering One Share is:
From:	To:				
\$ 29.00	\$ 29.99	8.80 to 1		4.75 to 1	
\$ 30.00	\$ 30.99	*		*	
\$ 31.00	\$ 31.99	9.50 to 1		4.80 to 1	
\$ 32.00	\$ 32.99	9.60 to 1		4.90 to 1	
\$ 33.00	\$ 33.99	9.75 to 1		5.00 to 1	
\$ 34.00	\$ 34.99	*		*	
\$ 35.00	\$ 35.99	*		*	
\$ 36.00	\$ 36.99	*		*	
\$ 37.00	\$ 37.99	9.85 to 1		5.05 to 1	
\$ 38.00	\$ 38.99	10.00 to 1		5.70 to 1	
\$ 39.00	\$ 39.99	*		*	
\$ 40.00	\$ 40.99	*		*	
\$ 41.00	\$ 41.99	11.00 to 1		5.79 to 1	
\$ 42.00	\$ 42.99	*		*	
\$ 43.00	\$ 43.99	11.50 to 1		6.00 to 1	
\$ 44.00	\$ 44.99	*		*	
\$ 45.00	\$ 45.99	*		*	
\$ 46.00	\$ 46.99	12.00 to 1		7.00 to 1	
\$ 47.00	\$ 47.99	12.50 to 1		9.09 to 1	

* Not applicable.

The exchange ratios apply to each of your Eligible Option Grants separately based on the per Share exercise price of each such Eligible Option Grant. This means that the various Eligible Option Grants you hold may be subject to different exchange ratios. An Eligible Option Grant that is surrendered pursuant to the offer will be cancelled and exchanged for a New Award Grant covering a lesser number of Shares than were subject to the corresponding Exchanged Options immediately before they were cancelled in the offer equal to: (a) the number of Shares underlying the Exchanged Option Grant, divided by (b) the applicable exchange ratio, with any resulting fraction rounded up to the nearest whole Share, on a grant-by-grant basis. (See Section 2, "Number of New Awards; Expiration Date," below.)

Example 1

Assume that you are an Eligible Employee (other than an Eligible Executive or Eligible Canada Employee) and that you hold an Eligible Option Grant covering 3,000 Shares with an exercise price of US\$23.00 per Share. If you exchange this Eligible Option Grant pursuant to the offer, then on the New Award Grant Date you will receive an RSU Grant covering 375 Shares. This is equal to the 3,000 Shares subject to your Eligible Option Grant divided by 8.00 (the applicable exchange ratio for this Eligible Option Grant when exchanged for an RSU Grant).

Example 2

Assume that you are an Eligible Employee (other than an Eligible Executive or Eligible Canada Employee) and that you hold an Eligible Option Grant covering 2,000 Shares with an exercise price of US\$15.00 per Share. If you exchange this Eligible Option Grant pursuant to the offer, then on the New Award Grant Date you will receive an RSU Grant covering 286 Shares. This is equal to the 2,000 Eligible Options subject to your Eligible Option Grant divided by 7.00 (the applicable exchange ratio for this Eligible Option Grant when exchanged for a New Option Grant), rounded up to the nearest whole Share.

Example 3

Assume that you are an Eligible Executive (other than an Eligible France Employee) or Eligible Canada Employee and that you hold an Eligible Option Grant covering 1,000 Shares with an exercise price of US\$15.00 per Share. If you exchange this Eligible Option Grant pursuant to the offer, then on the New Award Grant Date you will receive a New Option Grant covering 276 Shares. This is equal to the 1,000 Eligible Options subject to your Eligible Option Grant divided by 3.63 (the applicable exchange ratio for this Eligible Option Grant when exchanged for a New Option Grant), rounded up to the nearest whole Share. Your New Options will have a per Share exercise price equal to the closing price of one Share of our Common Stock on Nasdaq on the New Award Grant Date.

Q5. Who may participate in this offer?

A5. You may participate in this offer if you are an Eligible Employee who holds Eligible Options. As defined in Q&A 1, an Eligible Employee is an active employee of Fluidigm or any of its subsidiaries (including our executive officers) who resides in or whose principal work location is in an Eligible Country as of the start of the offer and through the Cancellation Date and New Award Grant Date. (See Section 1, “Eligibility,” below.)

Q6. Am I required to participate in this offer?

A6. No. Participation in this offer is completely voluntary. (See Section 2, “Number of New Awards; Expiration Date,” below.)

Q7. Why is Fluidigm making this offer?

A7. We believe that this offer will foster retention of valuable employees of Fluidigm and its subsidiaries, provide meaningful incentive to them, and better align the interests of employees with the interests of our stockholders to maximize stockholder value.

Equity awards are an essential component of our long-term incentive compensation program because they allow us to provide competitive employee compensation and incentives, which enable us to recruit the talented employees necessary to successfully develop and market our products. Our stock price had generally increased during the period from our IPO in February 2011 to early March 2014, when our stock price was just under \$49.00. However, since the middle of April 2015 (at which time our stock price was just under \$45.00), our stock price has consistently declined. Since January 2016, our stock price has traded between under \$3.00 and just under \$11.00. As a result of our stock price decline, a large number of our employees hold options that are substantially “underwater” (which means that the per Share exercise prices of the options are higher than the current market price of our Common Stock). As of August 14, 2017, the weighted average exercise price per Share of options held by our employees was US\$13.30, while the closing price for our Common Stock was US\$3.61. As of that date, approximately 98.4% of the outstanding options held by our employees were underwater. These underwater options have reduced retention or incentive value to our employees but continue to contribute to equity award overhang by approximately 2,477,320 Shares. In addition, under applicable accounting rules, we must continue to recognize compensation expense related to these options while they are outstanding, even if they are never exercised.

The competition for the highly skilled and educated employees that we rely on is intense, and equity awards are an important part of our employees' total compensation and our ability to recruit and retain employees. For options to serve their intended purposes, they need to have per Share exercise prices at least near the current price of a Share of our Common Stock. Substantially underwater options therefore do not provide sufficient employee retention and motivation value. Failing to address the underwater option issue in the near to medium term will thus make it more difficult for us to retain our key employees. If we cannot retain these employees, our business, results of operations and future stock price could be adversely affected. We believe that offering to replace underwater options with new equity awards will aid in both retaining and motivating employees because the new equity awards will be more likely to deliver value to our employees. Also, the new equity awards will further promote employee retention because the vesting periods of the new equity awards generally will exceed the remaining vesting periods of the surrendered options. We believe that replacing the underwater options with new equity awards will be more effective in retaining and incentivizing employees than providing additional cash compensation, which could adversely affect our business. Further, because Eligible Employees having a title of Vice President or above, including our executive officers, will receive new awards in the form of stock options, they will only receive value for their new equity awards based on our positive stock price performance. Eligible Canada Employees who participate in the offer and exchange their Eligible Options also will receive New Awards in the form of New Options. (See Section 3, "Purposes of the offer," below.)

Q8. Which of my options are eligible?

A8. Your Eligible Options are those options to purchase Shares of Common Stock, whether vested or unvested, granted under a Plan that have a per Share exercise price greater than US\$4.37 and greater than the closing price of a Share of our Common Stock on Nasdaq on the Expiration Date, that are outstanding as of the start of the Offering Period and remain outstanding and unexercised as of the Expiration Date, currently expected to occur on September 20, 2017.

To help you recall your Eligible Option Grants and give you the information necessary to make an informed decision, please refer to the personalized information regarding each Eligible Option Grant you hold available via the offer website that lists: the grant date of the Eligible Option Grant; the per Share exercise price of the Eligible Option Grant; the total, vested, and unvested numbers of underlying Shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date); whether any New Awards granted to you in the offer would be RSUs or New Options; and the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant. If you are unable to access your personalized information regarding each Eligible Option Grant you hold, you may contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or phone at +1-408-582-4544. (See Section 2, "Number of New Awards; Expiration Date," below.)

Q9. Why will Eligible Executives and Eligible Canada Employees receive New Options rather than RSUs?

A9. Employees having a title of Vice President or above, including our executive officers, and Eligible Canada Employees are eligible to participate in the offer but they will receive New Options instead of RSUs. We have determined that Vice Presidents and above (including our executive officers) will receive New Options and not RSUs because these executive-level employees should only receive value for their Exchange Options based on our positive stock price performance. This aligns the interests of our executives with our stockholders.

Eligible Canada Employees who participate in the offer will receive New Options rather than RSUs in order to avoid unintended, unfavorable tax consequences under the Income Tax Act (Canada), which generally does not provide a tax-free exchange of stock options for RSUs. (See Schedule C to this Offer to Exchange.)

Each New Option will be a nonstatutory stock option for U.S. tax purposes, regardless of whether the Exchanged Option that was cancelled in exchange for the New Option was an incentive stock option or a nonstatutory stock option for U.S. tax purposes.

Q10. What will be the exercise price of New Options?

A10. New Options granted to an Eligible Employee other than an Eligible France Employee will have a per Share exercise price equal to the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date. However, due to local laws for satisfying certain tax qualification requirements in France, it is possible that New Options granted to any Eligible France Employee may have a per Share exercise price greater than such closing price of a Share on the New Award Grant Date. New Options granted to Eligible France Employees will have a per Share exercise price equal to the greater of: (i) the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date, or (ii) 80% of the average of the closing prices of a Share of our Common Stock on Nasdaq during the 20 days of quotation immediately before the New Award Grant Date.

Q11. Are my options with a per Share exercise price below US\$4.37 Eligible Options?

A11. No. Only options that have a per Share exercise price greater than US\$4.37 and greater than the closing price of a Share of our Common Stock on Nasdaq on the Expiration Date are Eligible Options. Accordingly, any options that have a per Share exercise price equal to or below the greater of US\$4.37 and the closing price of a Share of our Common Stock on Nasdaq on the Expiration Date are not Eligible Options and therefore are not eligible to be exchanged in the offer.

Q12. Are there circumstances under which I would not be granted a New Award Grant for an Eligible Option Grant that I elect to exchange in the offer?

A12. Yes. If, for any reason, you no longer are an employee of Fluidigm or its subsidiaries on the New Award Grant Date or your principal work location or residence changes to be other than in one of the Eligible Countries as of the New Award Grant Date, then you will not be an Eligible Employee and will not be eligible to participate in the offer. As a result, you will not receive any New Awards. Instead, you will keep your current Eligible Options and those options will vest and expire in accordance with their original terms. Except as provided by applicable law and/or any employment agreement between you and Fluidigm or its subsidiaries, your employment with Fluidigm or its subsidiaries will remain "at-will" regardless of your participation in the offer and can be terminated by you or your employer at any time with or without cause or notice. (See Section 1, "Eligibility," below.)

Moreover, even if we accept your Eligible Options, we will not grant New Awards to you if we are prohibited from doing so by applicable laws. For example, we could become prohibited from granting New Awards as a result of changes in SEC or NASDAQ Global Select Market rules. We do not anticipate any such prohibitions at this time. (See Section 13, “Legal matters; regulatory approvals,” below.)

In addition, if you hold an option that expires after the start of the offer but on or before the Cancellation Date, that particular option is not eligible for exchange. As a result, if you hold options that expire on or before the currently scheduled Cancellation Date or, if we extend the offer such that the Cancellation Date is a later date and you hold options that expire on or before the rescheduled Cancellation Date, those options will not be eligible for exchange and such options will continue to be governed by their original terms. (See Section 16, “Extension of offer; termination; amendment,” below.)

Q13. Are you making any recommendation as to whether I should exchange my Eligible Options?

A13. No. We are not making any recommendation as to whether you should accept this offer. We understand that the decision whether or not to exchange your Eligible Options in this offer may require consideration of various factors for many employees. The program does carry risk (see “Risks of Participating in the Offer” beginning on page 30 for information regarding some of these risks), and there are no guarantees regarding whether you ultimately would receive greater value from your Eligible Options or from the New Awards you will receive in exchange. You must make your own decision as to whether or not to participate in this offer. For questions regarding personal tax implications or other investment-related questions, you should talk to your personal legal counsel, accountant, and/or financial adviser. (See Section 3, “Purposes of the offer,” below.)

Q14. Do I have to pay for my New Awards?

A14. If your Eligible Options are exchanged for RSUs, you do not have to make any cash payment to Fluidigm to receive your RSUs or the Shares of Common Stock upon the vesting of your RSUs. However, to the extent that we (or our subsidiary or other affiliate, as applicable) have a tax withholding obligation with respect to RSUs, the tax withholding obligations will be satisfied in the manner specified in the 2011 Plan and the award agreement thereunder governing your RSU Grant, including any applicable country-specific sub-plans, appendices or addenda thereto. (See Section 9, “Source and amount of consideration; terms of New Awards,” below.)

If your Eligible Options are exchanged for New Options, you do not have to make any cash payment to Fluidigm to receive your New Options, but in order to exercise your New Options and purchase a Share of Common Stock subject to your New Options, you will be required to pay the exercise price per Share of your New Option. New Options granted to an Eligible Employee will have a per Share exercise price equal to the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date. However, due to local laws for satisfying certain tax qualification requirements in France, it is possible that New Options granted to any Eligible France Employee may have a per Share exercise price greater than such closing price of a Share on the New Award Grant Date. New Options granted to Eligible France Employees will have a per Share exercise price equal to the greater of: (i) the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date, or (ii) 80% of the average of the closing prices of a Share of our Common Stock on Nasdaq during the 20 days of quotation immediately before the New Award Grant Date.

Additionally, to the extent that we (or our subsidiary or other affiliate, as applicable) have a tax withholding obligation with respect to the New Options, the tax withholding obligations will be satisfied in the manner specified in the 2011 Plan and the award agreement thereunder governing your New Option Grant, including any applicable country-specific sub-plans, appendices or addenda thereto. (See Section 9, "Source and amount of consideration; terms of New Awards," below.)

Q15. When will my New Awards vest?

A15. Each RSU will represent a right to receive one Share of Common Stock on a specified future date, and each New Option will represent a right to purchase one Share of Common Stock prior to such New Option's termination date, if such New Award vests according to the following vesting schedule, but only if you remain an employee or service provider of Fluidigm or its subsidiaries through each relevant vesting date:

- None of the New Awards will be vested on the New Award Grant Date (even if the corresponding Eligible Option was fully or partially vested).
- Other than RSUs granted to Eligible France Employees, one-twelfth (1/12) of your New Awards will be scheduled to vest on the First Quarterly Vesting Date and on each Quarterly Vesting Date thereafter until the New Awards are fully vested. The First Quarterly Vesting Date is anticipated to be February 20, 2018 (unless the Offer Period is extended). The applicable vesting schedule will be set forth in your New Award agreement.
- With respect to RSUs granted to Eligible France Employees, one-third (1/3) of the RSUs will be scheduled to vest on the first Quarterly Vesting Date that occurs at least one (1) year after the New Award Grant Date and one-twelfth (1/12) of the RSUs will be scheduled to vest on each Quarterly Vesting Date thereafter until the New Awards are fully vested. The first such Quarterly Vesting Date is anticipated to be November 20, 2018 (unless the Offer Period is extended). The applicable vesting schedule will be set forth in the RSU agreement.
- Even if the vesting schedule of the Exchanged Option may have had a monthly vesting component, there will be no monthly vesting on the New Awards.
- Upon the termination of your service with us or our subsidiaries for any reason, any unvested part of your New Award Grant will be forfeited, and you will not be entitled to the Shares of Common Stock underlying the unvested portion of the New Award Grant. (See Section 1, "Eligibility," and Section 9, "Source and amount of consideration; terms of New Awards," below.)

- We will make minor modifications to the vesting schedule of any New Awards to eliminate fractional vesting (such that a whole number of Shares subject to the New Award will vest on each vesting date). As a result, subject to your continued service with Fluidigm or its subsidiaries through each relevant vesting date, (i) the number of Shares that vest on each vesting date will be rounded down to the nearest whole number of Shares as of the first vesting date on which a fractional Share otherwise will vest, and (ii) fractional Shares, if any, will be accumulated until the first vesting date on which the sum of the accumulated fractional Shares equals or exceeds one whole Share and will vest as an additional whole Share on such vesting date, with any fractional Share remaining thereafter accumulated again.
- To the extent that your Eligible Option Grant exchanged in the offer was subject to any performance-based vesting requirements or accelerated vesting upon certain qualifying terminations of employment or other events pursuant to an award agreement or other written agreement between you and the Company, the corresponding New Award also will be subject to those terms and conditions to the same extent that the Eligible Option Grant was immediately before being cancelled in the offer; provided that the New Award will be subject to the terms of the 2011 Plan and not the terms of any other Plan under which the Eligible Options may have been granted, as well as an award agreement under the 2011 Plan (including any applicable country-specific sub-plans, appendices or addenda thereto). For purposes of clarity, if pursuant to the offer you exchange an Eligible Option Grant that is subject to the achievement of any performance-based vesting requirements, the New Award granted in exchange for the corresponding Eligible Option Grant will be subject to the same performance-based vesting requirements as the Eligible Option Grant and none of the adjustments described above with respect to the service-based vesting schedule will be applied to the performance-based vesting requirements. However, to the extent that any service-based vesting requirements applied to the performance-based Eligible Option Grant as of immediately before it was cancelled in the offer, those service-based vesting requirements will be adjusted to the new, service-based vesting schedule as described above.

Example 1

For illustrative purposes only, assume that an Eligible Employee, other than an Eligible Executive, who resides in and whose principal work location is in the U.S., holds, and timely elects to exchange in the offer, an Eligible Option Grant covering 10,000 Shares with a per Share exercise price of US\$23.00, and of which no Shares subject to the Eligible Option Grant have been exercised. Assume that the Eligible Option Grant is scheduled to vest on a monthly basis from the vesting start date over a period of four years. Assume also that the Expiration Date, Cancellation Date, and New Award Grant Date occur on September 20, 2017, and accordingly, the Eligible Employee's Eligible Option Grant is cancelled on that date pursuant to the offer.

- In accordance with the exchange ratios described in Q&A 4, in exchange for the Exchanged Option Grant, the Eligible Employee receives an RSU Grant covering 1,250 Shares.
- Subject to the Eligible Employee's continued service with Fluidigm or its subsidiaries through such date, the RSU Grant is scheduled to vest as follows:

Scheduled Vesting Date	Number of Shares Subject to RSU Grant Scheduled to Vest
February 20, 2018	104
May 20, 2018	104
August 20, 2018	104
November 20, 2018	104
February 20, 2019	104
May 20, 2019	105
August 20, 2019	104
November 20, 2019	104
February 20, 2020	104
May 20, 2020	104
August 20, 2020	104
November 20, 2020	105

Example 2

For illustrative purposes only, assume that an Eligible Canada Employee holds, and timely elects to exchange, an Eligible Option Grant covering 10,000 Shares with a per Share exercise price equal to US\$15.00, and of which no Shares subject to the Eligible Option Grant have been exercised. Assume that the Eligible Option Grant is scheduled to vest on a monthly basis from the vesting start date over a period of four years. Assume also that the Expiration Date, Cancellation Date, and New Award Grant Date occur on September 20, 2017, and accordingly, the Eligible Canada Employee's Eligible Option Grant is cancelled on that date pursuant to the offer.

- In accordance with the exchange ratios described in Q&A 4 above, in exchange for the Exchanged Option Grant, the Eligible Canada Employee receives a New Option Grant covering 2,755 Shares.
- Subject to the Eligible Canada Employee's continued service with Fluidigm or its subsidiaries through such date, the New Option Grant is scheduled to vest as follows:

Scheduled Vesting Date	Number of Shares Subject to New Option Grant Scheduled to Vest
February 20, 2018	229
May 20, 2018	230
August 20, 2018	229
November 20, 2018	230
February 20, 2019	229
May 20, 2019	230
August 20, 2019	230
November 20, 2019	229
February 20, 2020	230
May 20, 2020	229
August 20, 2020	230
November 20, 2020	230

Example 3

For illustrative purposes only, assume that an Eligible France Employee, other than an Eligible Executive, holds and timely elects to exchange in the offer, an Eligible Option Grant covering 10,000 Shares with a per Share exercise price of US\$23.00, and of which no Shares subject to the Eligible Option Grant have been exercised. Assume that the Eligible Option Grant is scheduled to vest on a monthly basis from the vesting start date over a period of four years. Assume also that the Expiration Date, Cancellation Date, and New Award Grant Date occur on September 20, 2017, and accordingly, the Eligible France Employee's Eligible Option Grant is cancelled on that date pursuant to the offer.

- In accordance with the exchange ratios described in Section 2 above, in exchange for the Exchanged Option Grant, the Eligible France Employee receives an RSU Grant covering 1,250 Shares.
- Subject to the Eligible Employee's continued service with Fluidigm or its subsidiaries through such date, the RSU Grant is scheduled to vest as follows:

<u>Scheduled Vesting Date</u>	<u>Number of Shares Subject to RSU Grant Scheduled to Vest</u>
November 20, 2018	416
February 20, 2019	104
May 20, 2019	105
August 20, 2019	104
November 20, 2019	104
February 20, 2020	104
May 20, 2020	104
August 20, 2020	104
November 20, 2020	105

New Awards that do not vest will be forfeited to Fluidigm at no cost to us. (See Section 9, "Source and amount of consideration; terms of New Awards," below.)

Q16. If I participate in this offer, do I have to exchange all of my Eligible Option Grants?

A16. No. You may pick and choose which of your outstanding Eligible Option Grants you wish to exchange if you hold more than one Eligible Option Grant and you may choose to exchange one or more of your Eligible Option Grants without having to exchange all of your Eligible Option Grants. However, if you decide to participate in this offer and to exchange an Eligible Option Grant, you must elect to exchange that entire Eligible Option Grant (that is, all Eligible Options subject to that Eligible Option Grant).

For example, if you hold (1) an Eligible Option Grant covering 1,000 Shares, 700 of which you have already exercised, (2) an Eligible Option Grant covering 1,000 Shares, and (3) an Eligible Option Grant covering 3,000 Shares, you may choose to exchange all three Eligible Option Grants, or any two of the three Eligible Option Grants, or any one of the three Eligible Option Grants, or none at all.

You should note that we are not accepting partial tenders of Eligible Option Grants, except that you may elect to exchange the entire remaining portion of an Eligible Option Grant that you previously partially exercised. You otherwise may not elect to exchange only some of the Eligible Options subject to any particular Eligible Option Grant. For example, you may not elect to exchange only the unvested portion of an Eligible Option Grant or elect to exchange your Eligible Option Grant only with respect to 150 Eligible Options of the remaining 300 Eligible Options under the first Eligible Option Grant, in the example above. However, your previous exercise of 700 Shares under the Eligible Option Grant does not mean you cannot exchange the remaining 300 Shares. (See Section 2, “Number of New Awards; Expiration Date,” below.)

Q17. What happens if I have an Eligible Option Grant that is subject to a domestic relations order or comparable legal document as the result of the end of a marriage?

A17. If you have an Eligible Option that is subject to a domestic relations order (or comparable legal document as the result of the end of a marriage) and a person who is not an Eligible Employee beneficially owns a portion of that Eligible Option Grant, you may accept this offer with respect to the entire remaining outstanding portion of the Eligible Option Grant as long as you are the legal owner of the Eligible Option. As described in Q&A 16, we will not accept partial tenders of option grants, so you may not accept this offer with respect to a portion of an Eligible Option Grant that is beneficially owned by you while rejecting it with respect to the portion beneficially owned by someone else. As you are the legal owner of the Eligible Options, we will respect an election to exchange such Eligible Option Grant pursuant to the offer that is made by you and accepted by us and we will not be responsible to you or the beneficial owner of the Eligible Option Grant for any action taken by you with respect to such Eligible Option Grant.

For example, if you are an Eligible Employee and you hold an Eligible Option Grant covering 3,000 Shares that is subject to a domestic relations order, one-third (1/3) of which are beneficially owned by your former spouse (that is, the portion covering 1,000 Shares), and you have exercised 600 of the remaining 2,000 Shares subject to the Eligible Option Grant not beneficially owned by your former spouse, then you may elect to exchange the outstanding portion of your Eligible Option Grant covering 2,400 Shares, including the portion covering the 1,000 Shares beneficially owned by your former spouse, or you may elect not to participate in the offer at all with respect to this Eligible Option Grant. These are your only choices with respect to this Eligible Option. (See Section 2, “Number of New Awards; Expiration Date,” below.)

Q18. When will my Exchanged Options be cancelled?

A18. Your Exchanged Options will be cancelled following the expiration of the offer on the same U.S. calendar day as the Expiration Date and the Cancellation Date, which we expect will be September 20, 2017, unless the Offer Period is extended. (See Section 6, “Acceptance of options for exchange and issuance of New Awards,” below.)

Q19. When will my New Award be granted and when will I receive my New Award?

A19. We will grant the New Awards on the New Award Grant Date. The New Award Grant Date will be the same U.S. calendar day as the Expiration Date and Cancellation Date. We expect the New Award Grant Date will be September 20, 2017. If the Expiration Date of the offer is extended, the New Award Grant Date similarly will be delayed. You will receive your New Award agreement under the 2011 Plan, including any applicable country-specific sub-plans, appendices or addenda thereto, promptly after the expiration of the offer. (See Section 6, “Acceptance of options for exchange and issuance of New Awards,” below.)

If you receive RSUs in exchange for your Exchanged Options, you will receive the Shares subject to the RSUs if and when your RSUs vest. If you receive New Options in exchange for your Exchanged Options, you will receive the Shares subject to such New Option if and when they vest and are exercised. New Awards will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm under the 2011 Plan, including any applicable country-specific sub-plans, appendices or addenda thereto.

Q20. Once my Exchanged Options are cancelled pursuant to the offer, is there anything I must do to receive the New Award?

A20. No. Once your Exchanged Options have been cancelled, there is nothing that you must do to receive your New Award. In order to vest in the Shares subject to your New Award, you will need to remain an employee or service provider to Fluidigm or its subsidiaries through the applicable vesting dates, as described in Question and Answer 16. (See Section 1, "Eligibility," and Section 9, "Source and amount of consideration; terms of New Awards," below.)

Q21. Do I need to exercise my New Awards in order to receive Shares?

A21. RSUs do not need to be exercised in order to receive Shares. If your RSUs vest in accordance with the vesting schedule set forth in your RSU award agreement, you automatically will receive the Shares subject to the RSUs promptly thereafter in accordance with the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder governing your RSU Grant, including any applicable country-specific sub-plans, appendices or addenda thereto (less any Shares used to satisfy any applicable tax withholding). RSUs that do not vest will be forfeited to Fluidigm and you will receive no payment for them. (See Section 9, "Source and amount of consideration; terms of New Awards," below.)

New Options must be exercised in order to receive Shares. If any of your New Options vest in accordance with the vesting schedule set forth in your New Option agreement, you may exercise such portion in accordance with the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder governing your New Option Grant, including any applicable country-specific sub-plans, appendices or addenda thereto. New Options that do not vest before they expire in accordance with their terms will be forfeited to Fluidigm and you will be unable to exercise them. (See Section 9, "Source and amount of consideration; terms of New Awards," below.)

Q22. May I exchange Fluidigm Common Stock that I acquired upon a prior exercise of Fluidigm options?

A22. No. This offer relates only to certain outstanding options to purchase Common Stock. You may not exchange in this offer any Common Stock that you acquired upon a prior exercise of options. (See Section 2, "Number of New Awards; Expiration Date," below.)

Q23. Will I be required to give up all of my rights under the Exchanged Options?

A23. Yes. Once we have accepted your Exchanged Options, your Exchanged Options will be cancelled and you no longer will have any rights under those options. We intend to cancel all Exchanged Options on the Cancellation Date. We expect that the Cancellation Date will be September 20, 2017. (See Section 6, "Acceptance of options for exchange and issuance of New Awards," below.)

Q24. For U.S. tax purposes, if I hold incentive stock options, will my New Options be incentive stock options?

A24. If you participate in the offer and are an Eligible Executive or Eligible Canada Employee, you will receive New Options. All other Eligible Employees who participate in the offer will receive RSUs in exchange for Exchanged Options. New Options will not be incentive stock options for purposes of U.S. tax law. Please read the tax discussion in Sections 14 and 15 of this Offer to Exchange and discuss the personal tax consequences of nonstatutory stock options with your financial, legal and/or tax advisers. (See Section 9, "Source and amount of consideration; terms of New Awards," Section 14, "Material income tax consequences," and Section 15, "Material income tax consequences and certain other considerations for Eligible Employees who reside outside the U.S.")

Q25. Will the terms and conditions of my New Awards be the same as my Exchanged Options?

A25. RSUs are a different type of equity award from options. Therefore, if you are issued RSUs the terms and conditions of your RSUs necessarily will be different from your Exchanged Options. Your RSUs will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto. The forms of New Award agreements under the 2011 Plan and applicable sub-plans, appendices, or addenda thereto are filed as exhibits to the Schedule TO with which this Offer to Exchange has been filed and are available on the SEC website at www.sec.gov. (See Section 9, "Source and amount of consideration; terms of New Awards," below.)

If you are issued New Options, many of the terms and conditions of your New Options will remain the same, but certain key terms and conditions of your New Options will vary from the terms and conditions of your Exchanged Options. Your New Options will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto. The forms of New Award agreements under the 2011 Plan and applicable sub-plans, appendices, or addenda thereto are filed as exhibits to the Schedule TO with which this Offer to Exchange has been filed and are available on the SEC website at www.sec.gov. Your New Options will have a per Share exercise price equal to the closing price of a Share of Common Stock on Nasdaq on the New Award Grant Date and will have a new vesting schedule. The maximum term of your New Options will be ten years from the New Award Grant Date (or with respect to a New Option granted to an Eligible France Employee, nine and one-half years as specified in the applicable country-specific sub-plan). (See Section 9, "Source and amount of consideration; terms of New Awards," below.)

The vesting of any New Award Grants, either RSU Grants or New Option Grants, will differ significantly from the corresponding Exchanged Option Grant. Among other things, no New Awards will be scheduled to vest prior to the First Quarterly Vesting Date, even if the applicable Exchanged Option Grant previously was partially or fully vested. You will not have any of the rights or privileges of a stockholder of Fluidigm as to the Shares associated with your New Awards until you are issued the Shares. Shares subject to the New Awards will be issued if and when the applicable portion of the New Award Grant vests and, with respect to New Option Grants, after you have exercised such portion. Once you have been issued the Shares of Common Stock, you will have all of the rights and privileges of a stockholder with respect to those Shares, including the right to vote and to receive dividends, if any.

The tax treatment of the RSUs will differ significantly from the tax treatment of your Eligible Options. Please see Q&A 24 and the remainder of this Offer to Exchange, including Schedules C through I, for further details. (See Section 9, “Source and amount of consideration; terms of New Awards,” Section 14, “Material income tax consequences,” and Section 15, “Material income tax consequences and certain other considerations for Eligible Employees who reside outside the U.S.”.)

Q26. What happens to my options if I choose not to participate or if my Eligible Options are not accepted for exchange?

A26. If you choose not to participate or your Eligible Options are not accepted for exchange, your existing options will (a) remain outstanding until they are exercised or cancelled or they expire by their existing terms, (b) retain their current exercise price, (c) retain their current vesting schedule, and (d) retain all of the other terms and conditions as set forth in the relevant agreement, including any applicable country-specific sub-plan and/or appendix, related to such option grant. (See Section 6, “Acceptance of options for exchange and issuance of New Awards,” below.)

Q27. How does Fluidigm determine whether an option has been properly tendered?

A27. We will determine, in our discretion, all questions about the validity, form, eligibility (including time of receipt) and acceptance of any Eligible Options. Our determination of these matters will be given the maximum deference permitted by law. However, you have all rights accorded to you under applicable law to challenge such determination in a court of competent jurisdiction. Only a court of competent jurisdiction can make a determination that will be final and binding upon the parties. We reserve the right to reject any election of any option tendered for exchange that we determine is not in an appropriate form or that we determine is unlawful to accept. We will accept all properly tendered Eligible Options that are not validly withdrawn, subject to the terms of this offer. We also reserve the right to waive any of the conditions of the offer or any defect or irregularity in any tender of any particular options or for any particular option holder, provided that if we grant any such waiver, it will be granted with respect to all option holders and tendered options in a uniform and nondiscriminatory manner. No tender of options will be deemed to have been made properly until all defects or irregularities have been cured or waived by us. We have no obligation to give notice of any defects or irregularities in any election and we will not incur any liability for failure to give any such notice. For example, and in no way limiting the Company’s ability to reject a form that it determines is not appropriate, if you fail to fully complete, or alter in any way, the election form or any of the related documents, the Company has the right to reject your election form. (See Section 4, “Procedures for electing to exchange Eligible Options,” below.)

Q28. Will I have to pay taxes if I participate in the offer?

A28. If you participate in the offer and are a U.S. taxpayer, you generally will not be required under current U.S. law to recognize income for U.S. federal income tax purposes at the time of the exchange or the New Award Grant Date. However, with respect to RSUs, you normally will have taxable income when the Shares underlying your RSUs vest and are issued to you. If you are an employee of Fluidigm or its subsidiaries, Fluidigm (or its applicable subsidiary) also typically will have a tax withholding obligation at the time of vesting of the RSUs. You also may have a taxable capital gain when you sell the Shares issued to you pursuant to the RSUs. Note that the tax treatment of RSUs differs significantly from the tax treatment of your Eligible Options and, as a result of participating in the offer, your tax liability could be higher than if you had kept your Eligible Options. We will satisfy tax withholding obligations, if applicable, in accordance with the terms and conditions of our 2011 Plan and your award agreement between you and Fluidigm governing your RSU Grant, including any applicable country-specific sub-plans, appendices or addenda thereto, including, in the Company’s discretion, by requiring a cash payment rather than through the sale of Shares. With respect to New Options, you may have taxable income when you exercise your New Awards or when you sell any of your exercised Shares. (See the “Risks of Participating in the Offer,” Section 14, “Material income tax consequences,” and Section 15, “Material income tax consequences and certain other considerations for Eligible Employees who reside outside the U.S.,” below.)

If you are a citizen or tax resident of a country other than the U.S., the tax consequences of participating in this offer may be different for you. Please refer to Schedules C through J of this Offer to Exchange for a description of certain income tax and social insurance contribution consequences and other tax or legal consequences that may apply to you.

Note that there are special rules with respect to New Awards granted to Eligible Employees subject to tax in Singapore who participate in the offer. Fluidigm is seeking a tax ruling from the IRAS to confirm the exchange of Eligible Options for New Awards for Eligible Employees subject to tax in Singapore is a tax-neutral event and no taxes are due as of the moment that Eligible Options are cancelled and New Awards are granted. We expect to receive such ruling.

- If a favorable ruling is received from the IRAS prior to the expiration date, you will not be subject to tax when New Awards are granted and instead, RSUs will be subject to taxation when they vest and New Options will be subject to taxation when exercised. As of the date of this offer, we have applied for but have not obtained such ruling and we cannot guarantee that Fluidigm will receive a favorable tax ruling.
- In the event that a favorable tax ruling from the IRAS is not obtained by the expiration of the offer, the tax treatment of your New Awards will be governed by the results of the pending tax ruling from the IRAS once received. Although we do not expect to receive an unfavorable ruling, in the event of an unfavorable tax ruling, you likely will be subject to tax on your New Awards at the time of the exchange. In such event, it will be your responsibility to pay any applicable taxes directly to the tax authorities.

(See Section 15, "Material income tax consequences and certain other considerations for Eligible Employees who reside outside the U.S." below, and Schedule I to this Offer to Exchange.)

In addition, if you are an Eligible Employee, you should consult with your own tax adviser to determine the personal tax consequences to you of participating in this offer. If you are a citizen or a tax resident of, or otherwise are subject to the tax laws of, more than one country (including any country outside of the U.S. other than those countries for which a tax discussion is provided in Schedules C through J), you should be aware that there may be additional or different income tax and social insurance consequences that may apply to you. You should consult with your own tax adviser to discuss these consequences if you have transferred employment or service status and/or your residence between two or more tax jurisdictions.

Q29. What if Fluidigm is acquired by another company?

A29. Although we currently are not anticipating a merger or acquisition, if prior to the expiration of the offer, we merge or consolidate with or are acquired by another entity, you may choose to withdraw any options that you tendered for exchange and your options will be treated in accordance with the Plan under which they were granted and the relevant award agreements. Further, if Fluidigm is acquired before the expiration of the offer, we reserve the right to withdraw the offer, in which case your options and your rights under them will remain intact and exercisable for the time period set forth in your award agreement and you will receive no New Awards in exchange for them. If Fluidigm is acquired before the Expiration Date but does not withdraw the offer before the Expiration Date, we (or the successor entity) will notify you of any material changes to the terms of the offer or the New Awards, including any adjustments to the number of shares that will be subject to the New Awards. Under such circumstances, the type of security and the number of shares subject to your New Awards (and exercise price, with respect to any New Options) would be adjusted based on the consideration per Share given to holders of our Common Stock in connection with the acquisition. As a result of this adjustment, you may receive New Awards covering more or fewer shares of the acquirer's stock than the number of Shares subject to the Eligible Options that you tendered for exchange or than the number you would have received pursuant to the New Awards (or greater or lesser per share exercise price, with respect to New Options) if no acquisition had occurred.

If, after the offer, we subsequently are acquired by or merge with another company, your Exchanged Options might have been worth more than the New Awards that you receive in exchange for them. A transaction involving us, such as a merger or other acquisition, could have a substantial effect on our stock price, including significantly increasing the price of our Common Stock. Depending on the structure and terms of this type of transaction, option holders who elect to participate in the offer may receive less of a benefit from the appreciation in the price of our Common Stock resulting from the merger or acquisition. This could result in a greater financial benefit for those option holders who did not participate in this offer and retained their original options.

Further, if another company acquires us, that company, as part of the transaction or otherwise, may decide to terminate some or all of the employees and other service providers of Fluidigm or its subsidiaries before the completion of this offer. Termination of your employment or other service for this or any other reason before the New Award Grant Date means that the tender of your Eligible Options will not be accepted, you will keep your tendered options in accordance with their original terms, and you will not receive any RSUs or other benefit for your tendered options.

If we are acquired after your Exchanged Options have been accepted, cancelled, and exchanged for New Awards, your New Awards will be treated in the acquisition transaction in accordance with the terms of the transaction agreement or the terms and conditions of our 2011 Plan and the award agreement between you and Fluidigm governing the New Award, including any applicable country-specific sub-plans, appendices or addenda thereto. (See the "Risks of Participating in the Offer" which begins on page 30 and Section 7, Conditions of the offer, and Section 9, "Source and amount of consideration; terms of New Awards," below.)

If we merge or consolidate with or are acquired by another entity, the transaction could result in a reduction in our workforce. If such termination of employment or service status event occurs shortly after the Expiration Date, then you may hold New Awards that are entirely unvested, and all unvested New Awards will expire on such termination date. If your status as an employee or other service provider with us or one of our subsidiaries terminates before part or all of your New Awards vest, you will not receive any value from the unvested part of your New Awards. If this termination of employment or service event occurs shortly after the New Award Grant Date and before you vest in any of your New Awards, you will forfeit your rights to your New Awards as of the date of your termination of employment or service and you will not receive any value from your New Awards.

Q30. Will I receive a New Award agreement?

A30. Yes. All New Awards will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm under the 2011 Plan, including any applicable country-specific sub-plans, appendices or addenda thereto. The forms of New Award agreements under the 2011 Plan and applicable sub-plans, appendices, or addenda thereto are filed as exhibits to the Schedule TO with which this Offer to Exchange has been filed and are available on the SEC website at www.sec.gov. In addition, a copy of the 2011 Plan is available on the SEC website at www.sec.gov. (See Section 9, “Source and amount of consideration; terms of New Awards,” below.)

Q31. Are there any conditions to this offer?

A31. Yes. The completion of this offer is subject to a number of customary conditions that are described in Section 7 of this Offer to Exchange. If any of these conditions is not satisfied, we will not be obligated to accept and exchange properly tendered Eligible Options, though we may do so at our discretion. (See Section 2, “Number of New Awards; Expiration Date,” and Section 7, “Conditions of the offer,” below.)

Q32. If you extend or change the offer, how will you notify me?

A32. If we extend or change this offer, we will issue a press release, email or other form of communication disclosing the extension or change no later than 6:00 a.m., U.S. Pacific Time, on the next U.S. business day following the previously scheduled Expiration Date or the date on which we change the offer, as applicable. (See Section 2, “Number of New Awards; Expiration Date,” and Section 16, “Extension of offer; termination; amendment,” below.)

Q33. Can I change my mind about which Eligible Option Grants I want to exchange, or withdraw from this offer completely?

A33. Yes. You may change your mind after you have submitted an election and withdraw some or all of your elected Eligible Option Grants from the offer at any time on or before the Expiration Date (the Expiration Date currently is expected to be September 20, 2017, at 9:00 p.m., U.S. Pacific Time). If we extend the Expiration Date, you may change or withdraw your election at any time until the extended offer expires. Please see Q&A 34 below for the procedure regarding changing your election or withdrawing from the offer.

You may elect to exchange additional Eligible Option Grants, fewer Eligible Option Grants, all of your Eligible Option Grants or none of your Eligible Option Grants. You may change your mind as many times as you wish, but you will be bound by the properly submitted election form we receive last on or before the Expiration Date. Please be sure that any completed and new election form you submit includes all of the Eligible Options with respect to which you want to accept this offer and is clearly dated after any of your previously-submitted election forms. (See Section 4, "Procedures for electing to exchange Eligible Options" and Section 5, "Withdrawal rights and change of election," below.)

Q34. How do I change my election and add or withdraw some or all of my Eligible Option Grants?

A34. To change an election you previously made with respect to some or all of your Eligible Option Grants, including an election to withdraw all of your Eligible Option Grants from this offer, you must deliver a valid new election form indicating only the Eligible Option Grants you wish to exchange in the offer or a valid new election form indicating that you reject the offer with respect to all of your Eligible Options, by completing the election process outlined below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017.

Election Changes and Withdrawals via the Offer Website (Other than Eligible France Employees and Eligible Italy Employees)

1. Log in to the offer website using your login credentials and via the link provided in the launch email you received from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, or go to the offer website at <https://fluidigm.equitybenefits.com>.
2. After logging in to the offer website, review the information and proceed through to the Make My Elections page, where you will find personalized information regarding each Eligible Option Grant you hold, including:
 - the grant date of the Eligible Option Grant;
 - the per Share exercise price of the Eligible Option Grant;
 - the total, vested, and unvested numbers of underlying Shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date);
 - whether any New Awards granted to you in the offer would be RSUs or New Options; and
 - the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.
3. On the Make My Elections page, make the appropriate selection next to each of your Eligible Option Grants to indicate which Eligible Option Grants you choose to exchange in the offer by selecting "Yes" or choose not to exchange in the offer by selecting "No."
4. Proceed through the offer website by following the instructions provided. Review your election form and confirm that you are satisfied with your election form. After reviewing, acknowledging and agreeing to the terms and conditions stated on the Submit My Elections page and in the offer documents, submit your election form. If you do not acknowledge and agree to the terms and conditions, you will not be permitted to submit your election.

5. Upon submitting your election form, a confirmation statement will be generated by the offer website. Please print and keep a copy of the confirmation statement for your records. At this point, you will have completed the process for changing your previous election or withdrawing from participation in the offer.

Election Changes and Withdrawals via Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer.
2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.

We must receive your properly completed and submitted election form on or before the Expiration Date. The Expiration Date will be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer.

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may submit your election change by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) by following the instructions provided above. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

Your delivery of all documents regarding the offer, including election forms, is at your own risk. If you are permitted to and submit your election form via the offer website, a confirmation statement will be generated by the offer website at the time that you complete and submit your election form. You should print and keep a copy of the confirmation statement for your records. The printed confirmation statement will provide evidence that you submitted your election form. If you submit your election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), we intend to confirm the receipt of your election form by email within two (2) U.S. business days after receiving your election form. If you do not receive a confirmation, it is your responsibility to confirm that we have received your election form. You should contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. Note that if you submit any election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) within the last two (2) U.S. business days prior to the expiration of the offer, time constraints may prevent Fluidigm from providing a confirmation by email prior to the expiration of the offer. If you submit your election form by mail (or other post) or Federal Express (or similar delivery service), postmark alone on or before the Expiration Date is insufficient for acceptance by us.

Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (other than Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, Head of Total Rewards (Global), at Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery are not permitted. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). We will not accept delivery of any election after expiration of this offer. (See Section 4, "Procedures for electing to exchange Eligible Options," below.)

Q35. What if I withdraw my election and then decide that I do want to participate in this offer?

A35. If you have withdrawn your election to participate with respect to some or all of your Eligible Option Grants and then again decide to participate in this offer, you may reelect to participate by submitting a new, properly completed election form in accordance with the procedures described in Q&A 2. (See Section 4, "Procedures for electing to exchange Eligible Options" and Section 5, "Withdrawal rights and change of election," below.)

Q36. Will my decision to participate in the offer have an impact on my ability to receive options or other equity awards in the future?

A36. No. Your election to participate or abstain from participating in the offer will have no effect on our making future grants of options, other equity awards, or any other rights to you or anyone else. (See Section 1, "Eligibility," below.)

Q37. Whom can I contact if I have questions about the offer, or if I need additional copies of the offer documents?

A37. You should direct questions about this offer and requests for printed copies of this Offer to Exchange and the other offer documents to Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. (See Section 10, "Information concerning Fluidigm," below.)

RISKS OF PARTICIPATING IN THE OFFER

Participating in the offer involves a number of risks and uncertainties, including those described below. This list and the risk factors under the heading “Risk Factors” in our quarterly reports on Form 10-Q for the fiscal quarters ended March 31, 2017 and June 30, 2017, and annual report on Form 10-K, as amended, for the fiscal year ended December 31, 2016, each filed with the SEC, highlight some of the material risks of participating in this offer. You should consider these risks carefully and are encouraged to speak with an investment and tax adviser as necessary before deciding whether to participate in the offer. In addition, we strongly urge you to read the sections in this Offer to Exchange discussing the tax consequences in the U.S. and Schedules C through J discussing the tax consequences for employees outside the U.S. of participating in the offer, as well as the rest of this Offer to Exchange for a more in-depth discussion of the risks that may apply to you.

In addition, this offer and our SEC reports referred to above include “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, that are based on our management’s beliefs and assumptions and on information currently available to our management. Forward-looking statements include information concerning our possible or assumed future cash flow, revenue, sources of revenue and results of operations, cost of product revenue and product margin, operating and other expenses, unit sales and the selling prices of our products, business strategies, financing plans, expansion of our business, competitive position, industry environment, potential growth opportunities, market growth expectations, and the effects of competition. Forward-looking statements include statements that are not historical facts and can be identified by terms such as “anticipates,” “believes,” “could,” “seeks,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “projects,” “should,” “will,” “would,” or similar expressions and the negatives of those terms. Forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. The documents we file with the SEC, including the reports referred to above, discuss some of the risks that could cause our actual results to differ from those contained or implied in the forward-looking statements. The safe harbor afforded by the Private Securities Litigation Reform Act of 1995 to certain forward-looking statements does not extend to forward-looking statements made by us in connection with this Exchange Offer.

The following discussion should be read in conjunction with the summary financial statements attached as Schedule B, as well as our financial statements and notes to the financial statements included in our most recent Forms 10-K and 10-Q. We caution you not to place undue reliance on the forward-looking statements contained in this offer, which speak only as of the date hereof.

Risks that are Specific to this Offer

Economic Risks

If the price of our Common Stock increases after the date on which your Exchanged Options are cancelled, your Exchanged Options might be worth more than the New Awards that you receive in exchange for them.

The exchange ratio of this offer does not result in a one-for-one exchange of Exchanged Options for New Awards with respect to the number of their underlying Shares for any Eligible Options. Therefore, it is possible that, at some point in the future, your Eligible Options would have been economically more valuable than the New Awards granted pursuant to this offer. For example, this could occur if the appreciation in our stock price results in a gain over the exercise price of the Eligible Options that exceeds the value of the RSUs or New Options granted in exchange for the Eligible Options. For illustrative purposes only, the following provides an example.

Example 1:

Assume that you are an Eligible Employee who resides in and whose principal work location is in the U.S. and that you exchange an Eligible Option Grant that is a nonstatutory stock option to purchase 1,000 Shares with a per Share exercise price of US\$20.00 for an RSU Grant covering 127 Shares. Assume, for illustrative purposes only, that the price of our Common Stock increases to US\$38.00 per Share. Under this example, if you had kept your Exchanged Options and exercised, and sold, the underlying shares when the price of our Common Stock is US\$38.00 per Share, you would have realized ordinary income of US\$18,000, but if you exchanged your options for RSUs and sold the Shares subject to the RSU Grant upon vesting at US\$38.00 per Share, you would realize ordinary income of only US\$4,826.

Example 2:

Assume that you are an Eligible Executive who resides in and whose principal work location is in the U.S. and that you exchange an Eligible Option Grant that is a nonstatutory stock option to purchase 1,000 Shares with a per Share exercise price of US\$6.00 for a New Option Grant covering 715 Shares with a per Share exercise price equal to US\$4.00. Assume, for illustrative purposes only, that the price of our Common Stock increases to US\$20.00 per Share. Under this example, if you had kept your Exchanged Options and exercised, and sold, the underlying Shares when the price of our Common Stock is US\$20.00 per Share, you would have realized ordinary income of US\$14,000, but if you exchanged your Eligible Option for New Options and exercised, and sold, the Shares subject to the New Option Grant when the price of our Common Stock is US\$20.00 per Share, you would realize ordinary income of US\$11,440.

If, after the offer, we subsequently are acquired by or merge with another company, your cancelled options might have been worth more than the New Awards that you receive in exchange for them.

Although we currently are not anticipating a merger or acquisition, a transaction involving us, could have a substantial effect on our stock price, including significantly increasing the price of our Common Stock. Depending on the structure and terms of this type of transaction, option holders who elect to participate in the offer might receive less of a benefit from the appreciation in the price of our Common Stock resulting from the merger or acquisition than they would have received had they not participated. This could result in a greater financial benefit for those option holders who did not participate in this offer and instead had retained their original options.

Furthermore, a transaction involving us, such as a merger or other acquisition, could result in a reduction in our workforce. If your employment or other service with us or our subsidiaries terminates before part or all of your New Awards vest, you will not receive any value from the unvested portion of the New Awards.

Your New Awards will be completely unvested on the New Award Grant Date.

The New Award will be subject to a new vesting schedule and therefore, none of the New Awards will be vested on the New Award Grant Date even if your Exchanged Options are fully or partially vested. If you do not remain an employee or service provider to Fluidigm or its subsidiaries through the date your New Awards vest, you will not receive Shares with respect to your unvested RSUs, or be able to purchase Shares with respect to your unvested New Options. Instead, your unvested New Awards will expire on the date that your employment or other service with us or our subsidiaries terminates. As a result, you may not receive any value from the unvested portion of your New Awards. If your status as an employee or other service provider with us (or one of our subsidiaries) terminates shortly after the Expiration Date, then you may hold New Awards that are entirely unvested, in which case you will not receive any value from the New Awards.

For example, if we are acquired by or merge with another company or reorganize, sell or otherwise change our ownership interest in any of our subsidiaries, the transaction could result in a reduction in our workforce. If your status as an employee or other service provider is terminated by us in connection with a reduction in force shortly after the New Award Grant Date and before you vest in any of your New Awards, you will forfeit your rights to your unvested New Awards as of the date of termination of your status as an employee or other service provider and you will not receive any value from your New Awards.

If you are granted New Options and the price of our Common Stock decreases after the New Award Grant Date, your New Options will be underwater.

As discussed above, if you are an Eligible Executive or Eligible Canada Employee who participates in the offer and receives New Options, the per Share exercise price for your New Options will be the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date. As discussed above, due to local laws for satisfying certain tax qualification requirements in France, it is possible that New Options granted to any Eligible France Employee may have a per Share exercise price greater than such closing price of a Share on the New Award Grant Date. New Options granted to Eligible France Employees will have a per Share exercise price equal to the greater of: (i) the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date, or (ii) 80% of the average of the closing prices of a Share of our Common Stock on Nasdaq during the 20 days of quotation immediately before the New Award Grant Date.

However, your participation in this offer does not guarantee that the fair market value for a Share of our Common Stock will not decrease below the exercise price of the New Options at some point in the future, thereby leaving you with an underwater option.

Tax-Related Risks

Tax effects of New Awards.

If you participate in the offer and receive New Awards in exchange for Eligible Options, you generally will not be required under current U.S. law to recognize income for U.S. federal income tax purposes at the time of the exchange or on the New Award Grant Date. For more detailed information, please read the rest of the Offer to Exchange, and see the tax disclosure set forth under Section 14, "Material income tax consequences," below.

Tax-related risks for non-U.S. Eligible Employees.

Non-U.S. Eligible Employees should carefully review the schedule for their country of employment and/or residence in Schedules C through J attached to this offer to determine whether participation in the offer could trigger any negative income tax, social insurance contribution or other tax or legal consequences. If you are a tax resident of multiple countries, there may be income tax and social insurance contribution consequences of more than one country that apply to you. If you are subject to the tax laws of more than one jurisdiction, you should be aware that there may be income tax and social insurance contribution consequences of more than one country that may apply to you or the tax consequences described herein may differ. You should consult with your own tax adviser to discuss these consequences. For more detailed information, please read the rest of the Offer to Exchange, and see the tax disclosure set forth under Section 15, “Material income tax consequences and certain other considerations for Eligible Employees who reside outside the U.S.,” below.

The U.S. tax effects of RSUs differ significantly from the U.S. tax treatment of your options.

You generally will have taxable ordinary income when the Shares underlying your RSUs are issued to you. If you are an employee of Fluidigm or its subsidiaries, then Fluidigm (or its applicable subsidiary) also typically will have a tax withholding obligation at the time of vesting and settlement of the RSUs. Fluidigm will satisfy all tax withholding obligations in the manner specified in your RSU award agreement, including any applicable country-specific sub-plans, appendices or addenda thereto, including, in the Company’s discretion, by requiring a cash payment rather than through the sale of Shares. More information regarding tax withholding is described in the RSU award agreement and any applicable country-specific sub-plans, appendices or addenda. The forms of New Award agreements under the 2011 Plan and applicable sub-plans, appendices, or addenda thereto are filed as exhibits to the Schedule TO with which this Offer to Exchange has been filed and are available on the SEC website at www.sec.gov. You also may have taxable capital gains when you sell the Shares underlying the RSUs. Note that the tax treatment of RSUs differs significantly from the tax treatment of your options and as a result of your participation in this offer, your tax liability could be higher than if you had kept your Eligible Options. Please see Section 14 of the Offer to Exchange for a reminder of the general tax consequences associated with options. For illustrative purpose only, the following provides an example.

Example

Assume that you are an Eligible Employee who resides in and whose principal work location is in the U.S. and you hold an Eligible Option Grant covering 1,000 Eligible Options with a per Share exercise price of US\$15.00. The Eligible Option is a nonstatutory stock option. If the Eligible Option was exercised for US\$15.00 per Share while the fair market value of our Common Stock was US\$18.00 per Share, you would recognize ordinary income on US\$3,000 at exercise. If you sold the Shares at US\$20.00 per Share, you would have a capital gain of US\$2.00 per Share, which is the difference between the sale price of US\$20.00 and the US\$18.00 fair market value at exercise. If you had held the Shares more than 12 months prior to sale, this would be taxed at long-term capital gains rates (generally a maximum of 20% currently), and if you had held the Shares for 12 months or less, this would be taxed at short-term capital gains rates (currently a maximum of 39.6%). If, instead, you had exchanged your Eligible Option Grant for an RSU Grant covering 143 Shares, you would be subject to ordinary income tax (currently taxed at a maximum rate of 39.6%) on the full fair market value of the Shares you receive at the time you receive them (i.e., when they vested). For example, if you vest in the 143 Shares when the fair market value of our stock is US\$18.00 per Share, you will recognize ordinary income on US\$2,574. You then would be subject to additional long- or short-term capital gains tax, as applicable (depending on the length of time you have held such Shares) on any additional gain when you sell the Shares. For example, if you sold the Shares at US\$20.00 per Share, you would have a capital gain of US\$2.00 per Share. When analyzing the tax consequences to you, you should keep in mind that you do not pay a purchase price for the RSUs or the Shares thereunder, while you would have paid US\$15.00 per Share of post-tax dollars for the Shares subject to your Eligible Options. Note that this example does not take into consideration an additional 3.8% federal surtax that may be imposed on “net investment income” (generally referred to as the “Medicare Surtax”) that may apply to certain individuals based on annual income, any state and local taxes, and other factors.

Please note that, depending on where you live, state income taxes also may apply to you and Fluidigm may have tax withholding obligations with respect to such taxes. You should consult with your own tax adviser to discuss these consequences.

The offer currently is expected to remain open for 29 calendar days. However, if we extend the offer so that it remains open for 30 or more days, U.S. employees (and other service providers, if applicable) will be required to restart the measurement periods necessary to qualify incentive stock options for favorable tax treatment, even if they choose not to exchange such options in the offer.

Generally, your incentive stock option qualifies for favorable tax treatment if you hold the option for more than two (2) years after the grant date and for more than one (1) year after the date of exercise. We do not expect that the exchange will affect the eligibility of any incentive stock options that are not tendered for exchange for favorable tax treatment under U.S. tax laws. Thus, if you do not tender your option, the holding periods will continue to be measured from your original grant date.

However, if the offer period lasts for 30 days or more, then any Eligible Options that are incentive stock options that you have not exchanged will be deemed modified, and the holding period for such options will restart. As a result, in order to qualify for favorable tax treatment, you would not be able to sell or otherwise dispose of any Shares received upon exercise of such options until more than two (2) years from the date this offer commenced on August 23, 2017, and more than one (1) year after the date you exercise such options, whichever date is later.

Any New Options will be nonstatutory stock options for U.S. tax purposes, even if your Eligible Options are incentive stock options.

If you are an Eligible Executive or Eligible Canada Employee who participates in the offer and receives New Options in exchange for Eligible Options, the New Options will be classified for U.S. tax purposes as nonstatutory stock options. In general, if you are a U.S. tax resident, nonstatutory stock options are less favorable to you from a tax perspective than incentive stock options (within the meaning of U.S. Internal Revenue Code Section 422). For more detailed information, please read the rest of the Offer to Exchange, and see the tax disclosure set forth under Section 14, "Material income tax consequences," below.

If you are a tax resident of multiple countries, there may be tax and social insurance contribution consequences of more than one country that apply to you.

If you are subject to the tax laws in more than one jurisdiction (including any country outside of the U.S. other than those countries for which a tax discussion is provided in Schedules C through J), you should be aware that there may be tax and social insurance contribution consequences of more than one country that may apply to you or the tax consequences described herein may differ. You should be certain to consult with your own tax adviser to discuss these consequences.

There are additional tax-related risks for Eligible Employees who have transferred employment or service status between two or more countries.

If you have been employed by or provided services to us (or one of our subsidiaries) in more than one tax jurisdiction, you should be aware that there may be tax and social insurance contribution consequences in each jurisdiction that may apply to you or the tax consequences described herein may differ. If you received your Eligible Options when you resided and/or worked in one country but now you reside and/or work in a different country, you may have a tax obligation in the country of the original grant in connection with the New Awards received under this Offer to Exchange. You should consult with your own tax adviser to discuss these consequences if you have transferred employment or service status and/or your residence between two or more tax jurisdictions.

Tax-related risks for Eligible Employees subject to tax in Singapore.

If you are an Eligible Employee subject to tax in Singapore, you should carefully review Schedule I attached to this Offer to Exchange and consult with your personal legal counsel, accountant, financial, and/or tax adviser(s) to determine whether participation in the offer could trigger any tax consequences to you. The surrender of your Eligible Options for the New Award Grant may result in an immediate tax consequence to you. The Company is seeking an advance ruling from the Inland Revenue Authority of Singapore (“IRAS”) to confirm the tax treatment of the exchange of Eligible Options for New Options or RSUs. It is possible that this ruling may not be obtained prior to the expiration of the offer. There is a risk that the IRAS will determine that the exchange of the Eligible Options for New Options or RSUs will give rise to a taxable event, and in such case, should you participate in the offer, you will be subject to tax at the time of the exchange of your Eligible Options for New Awards. We recommend that you consult with your personal legal counsel, accountant, financial, and/or tax adviser(s) with regard to questions you may have after reviewing Schedule I attached to this Offer to Exchange.

Risks Relating to Our Business Generally

Risks Related to Fluidigm’s Business and Strategy

All dollar amounts in this section refer to U.S. dollars unless specified otherwise.

Our financial results and revenue growth rates have varied significantly from quarter-to-quarter and year-to-year due to a number of factors and have decreased sequentially since 2014, and a significant variance in our operating results or rates of growth, if any, could lead to substantial volatility in our stock price.

Our total revenue was \$104.4 million in 2016, \$114.7 million in 2015, and \$116.5 million in 2014. The decrease in overall revenue was due in significant part to decreasing sales of single-cell genomics instruments, driven by a combination of factors including changes in customer demand, increased competition, and performance issues in certain IFCs used in our C1 systems, partially offset by increased revenue from mass cytometry instruments. At the end of 2016, we began reallocating our resources based on revenue contribution and growth expectations across our target markets, including a reorganization of our sales team and commercial leadership. As part of this shift and due to our negative revenue growth in 2016 and 2015, we implemented certain operational efficiency and cost-savings initiatives beginning in the first quarter of 2017 intended to align our resources with our product strategy, reduce our operating expenses, and manage our cash flows. These cost efficiency initiatives include targeted workforce reductions, optimizing our facilities, and reducing excess space. In addition, we may need to decrease or defer capital expenditures and development activities to further optimize our operations. Such measures may impair our ability to invest in developing, marketing and selling new and existing products. The efficiency and cost-savings initiatives are expected to reduce operating expenses and enable us to efficiently align our resources in areas providing the greatest benefit, but if our efficiency and cost reduction efforts are unsuccessful, our cash position could be negatively impacted and we may, among other things, be required to seek other sources of financing.

Our revenue, results of operations, and revenue growth rates have varied in the past and may continue to vary significantly from quarter-to-quarter or year-to-year. For example, in 2011, 2012, 2014 and 2015, we experienced higher sales in the fourth quarter than in the first quarter of the next fiscal year. Although this was not the case in the fourth quarter of 2013 compared to the first quarter of 2014, this seasonal historical trend continued in 2014 and 2015 with a decrease in revenue in the first quarters of 2015 and 2016, respectively. Sales, however, remained relatively flat in the first quarter of 2017 compared to the fourth quarter of 2016. Additionally, for the quarters ended March 31, 2015, and June 30, 2015, we experienced year-over-year revenue growth rates that were substantially lower than revenue growth rates experienced in other periods since our initial public offering, and we experienced a year-over-year decline in revenue for the quarters ended June 30, 2017, September 30, 2016, June 30, 2016, and September 30, 2015, and for the years ended December 31, 2016 and 2015. We may experience substantial variability in our product mix from period-to-period as revenue from sales of our instruments relative to sales of our consumables may fluctuate or deviate significantly from expectations. Variability in our quarterly or annual results of operations, mix of product revenue, or rates of revenue growth, if any, may lead to volatility in our stock price as research analysts and investors respond to these fluctuations. These fluctuations are due to numerous factors that are difficult to forecast, including: fluctuations in demand for our products; changes in customer budget cycles and capital spending; seasonal variations in customer operations; tendencies among some customers to defer purchase decisions to the end of the quarter; the large unit value of our systems, particularly our proteomics systems; changes in our pricing and sales policies or the pricing and sales policies of our competitors; our ability to design, manufacture, market, sell, and deliver products to our customers in a timely and cost-effective manner; fluctuations or reductions in revenue from sales of legacy instruments that may have contributed significant revenue in prior periods; quality control or yield problems in our manufacturing operations; our ability to timely obtain adequate quantities of the materials or components used in our products, which in certain cases are purchased through sole and single source suppliers; new product introductions and enhancements by us and our competitors; unanticipated increases in costs or expenses; our complex, variable and, at times, lengthy sales cycle; global economic conditions; and fluctuations in foreign currency exchange rates. Additionally, we have certain customers who have historically placed large orders in multiple quarters during a calendar year. A significant reduction in orders from one or more of these customers could adversely affect our revenue and operating results, and if these customers defer or cancel purchases or otherwise alter their purchasing patterns, our financial results and actual results of operations could be significantly impacted. Other unknown or unpredictable factors also could harm our results.

The foregoing factors, as well as other factors, could materially and adversely affect our quarterly and annual results of operations and rates of revenue growth, if any. We have experienced significant revenue growth in the past but we may not achieve similar growth rates in future periods. You should not rely on our operating results for any prior quarterly or annual period as an indication of our future operating performance. If we are unable to return to adequate revenue growth, our operating results could suffer and our stock price could decline. In addition, a significant amount of our operating expenses are relatively fixed due to our manufacturing, research and development, and sales and general administrative efforts. Any failure to adjust spending quickly enough to compensate for a shortfall relative to our anticipated revenue could magnify the adverse impact of such shortfalls on our results of operations. We expect that our sales will continue to fluctuate on an annual and quarterly basis and that our financial results for some periods may be below those projected by securities analysts, which could significantly decrease the price of our common stock.

The life science research and applied markets are highly competitive and subject to rapid technological change, and we may not be able to successfully compete.

The markets for our products are characterized by rapidly changing technology, evolving industry standards, changes in customer needs, emerging competition, new product introductions, and strong price competition. We compete with both established and development stage life science research companies that design, manufacture, and market instruments and consumables for gene expression analysis, single-cell targeted gene expression or protein expression analysis, single nucleotide polymorphism genotyping, or SNP genotyping, polymerase chain reaction, or PCR, digital PCR, other nucleic acid detection, flow cytometry, cell imaging, and additional applications using well established laboratory techniques, as well as newer technologies such as bead encoded arrays, microfluidics, nanotechnology, high-throughput DNA sequencing, microdroplets, and photolithographic arrays. Most of our current competitors have significantly greater name recognition, greater financial and human resources, broader product lines and product packages, larger sales forces, larger existing installed bases, larger intellectual property portfolios, and greater experience and scale in research and development, manufacturing, and marketing than we do. For example, companies such as 10X Genomics, Inc., Affymetrix, Inc., Agena Bioscience, Inc., Agilent Technologies, Inc., Becton, Dickinson and Company, Bio-Rad Laboratories, Inc., Cellular Research, Inc. (now a part of Becton, Dickinson and Company), Danaher Corporation, Illumina, Inc., Life Technologies Corporation (now part of Thermo Fisher Scientific Inc.), LGC Limited, Luminex Corporation, Millipore Corporation, NanoString Technologies, Inc., PerkinElmer, Inc. (through its acquisition of Caliper Life Sciences, Inc.), RainDance Technologies, Inc. (acquisition by Bio-Rad Laboratories, Inc. pending), Roche Diagnostics Corporation, Sony Corporation, Thermo Fisher Scientific Inc., and WaferGen Bio-systems, Inc. have products that compete in certain segments of the market in which we sell our products. In addition, we have recently experienced increased competition in the single-cell genomics market, including new product releases from 10X Genomics, Inc. and WaferGen Bio-systems, Inc., as well as the acquisition of Cellular Research by Becton Dickinson and Company and an announced exclusive partnership between Illumina, Inc. and Bio-Rad Laboratories, Inc. In addition, due to the release of our Imaging Mass Cytometry system, we now are exposed to competition from companies offering imaging-based systems, specialized reagents and/or services including Carl Zeiss Inc., Leica Biosystems, Nikon Corporation, Olympus America Inc., Roche Diagnostics Corporation, PerkinElmer, Inc. Agilent Technologies, Inc. and Neogenomics (Multiomyx).

Competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards, or customer requirements. In light of these advantages, even if our technology is more effective than the product or service offerings of our competitors, current or potential customers might accept competitive products and services in lieu of purchasing our technology. We anticipate that we will continue to face increased competition in the future as existing companies and competitors develop new or improved products and as new companies enter the market with new technologies. Increased competition is likely to result in pricing pressures, which could reduce our profit margins and increase our sales and marketing expenses. In addition, mergers, consolidations, or other strategic transactions between two or more of our competitors, or between our competitor and one of our key customers, could change the competitive landscape and weaken our competitive position, adversely affecting our business.

Market opportunities may not develop as quickly as we expect, limiting our ability to successfully sell our products, or our product development and strategic plans may change and our entry into certain markets may be delayed, if it occurs at all.

The application of our technologies to high-throughput genomics, single-cell genomics and mass cytometry applications are emerging market opportunities. We believe these opportunities will take several years to develop or mature and we cannot be certain that these market opportunities will develop as we expect. The future growth of our markets and the success of our products depend on many factors beyond our control, including recognition and acceptance by the scientific community, and the growth, prevalence, and costs of competing methods of genetic and protein analysis. If the markets for mass cytometry, single-cell genomics and production genomics do not grow, our business may be adversely affected. Additionally, our success in these markets will depend to a large extent on our ability to successfully sell products using our technologies. If we are not able to successfully market and sell our products, or to achieve the revenue or margins we expect, our operating results may be harmed and we may not recover our product development and marketing expenditures. In addition, our product development and strategic plans may change, which could delay or impede our entry into these markets.

If our products fail to achieve and sustain sufficient market acceptance, our revenue will be adversely affected.

Our success depends, in part, on our ability to develop and market products that are recognized and accepted as reliable, enabling and cost-effective. Most of our potential customers already use expensive research systems in their laboratories and may be reluctant to replace those systems. Market acceptance of our systems will depend on many factors, including our ability to convince potential customers that our systems are an attractive alternative to existing technologies. Compared to some competing technologies, our technology is relatively new, and most potential customers have limited knowledge of, or experience with, our products. Prior to adopting our systems, some potential customers may need to devote time and effort to testing and validating our systems. Any failure of our systems to meet these customer benchmarks could result in customers choosing to retain their existing systems or to purchase systems other than ours, and revenue from the sale of legacy instruments that may have contributed significant revenue in prior periods may decrease.

In addition, it is important that our systems be perceived as accurate and reliable by the scientific and medical research community as a whole. Historically, a significant part of our sales and marketing efforts has been directed at convincing industry leaders of the advantages of our systems and encouraging such leaders to publish or present the results of their evaluation of our system. If we are unable to continue to induce leading researchers to use our systems, or if such researchers are unable to achieve and publish or present significant experimental results using our systems, acceptance and adoption of our systems will be slowed and our ability to increase our revenue would be adversely affected.

We may experience development or manufacturing problems or delays that could limit the growth of our revenue or increase our losses.

We may encounter unforeseen situations in the manufacturing and assembly of our products that would result in delays or shortfalls in our production. For example, our production processes and assembly methods may have to change to accommodate any significant future expansion of our manufacturing capacity, which may increase our manufacturing costs, delay production of our products, reduce our product margin, and adversely impact our business.

Additionally, all of our IFCs for commercial sale are manufactured at our facility in Singapore. Production of the elastomeric block that is at the core of our IFCs is a complex process requiring advanced clean rooms, sophisticated equipment, and strict adherence to procedures. Any contamination of the clean room, equipment malfunction, or failure to strictly follow procedures can significantly reduce our yield in one or more batches. We have in the past experienced variations in yields due to such factors. A drop in yield can increase our cost to manufacture our IFCs or, in more severe cases, require us to halt the manufacture of our IFCs until the problem is resolved. Identifying and resolving the cause of a drop in yield can require substantial time and resources.

Furthermore, developing an IFC for a new application may require developing a specific production process for that type of IFC. While all of our IFCs are produced using the same basic processes, significant variations may be required to ensure adequate yield of any particular type of IFC. Developing such a process can be very time consuming, and any unexpected difficulty in doing so can delay the introduction of a product.

If our manufacturing activities are adversely impacted, or if we are otherwise unable to keep up with demand for our products by successfully manufacturing, assembling, testing, and shipping our products in a timely manner, our revenue could be impaired, market acceptance for our products could be adversely affected and our customers might instead purchase our competitors' products.

If our research and product development efforts do not result in commercially viable products within anticipated timelines, if at all, our business and results of operations will be adversely affected.

Our business is dependent on the improvement of our existing products, our development of new products to serve existing markets, and our development of new products to create new markets and applications that were previously not practical with existing systems. We intend to devote significant personnel and financial resources to research and development activities designed to advance the capabilities of our technology. We have developed design rules for the implementation of our technology that are frequently revised to reflect new insights we have gained about the technology. In addition, we have discovered that biological or chemical reactions sometimes behave differently when implemented on our systems rather than in a standard laboratory environment. Furthermore, many such reactions take place within the confines of single cells, which have also demonstrated unexpected behavior when grown and manipulated within microfluidic environments. As a result, research and development efforts may be required to transfer certain reactions and cell handling techniques to our systems. In the past, product development projects have been significantly delayed when we encountered unanticipated difficulties in implementing a process on our systems. We may have similar delays in the future, and we may not obtain any benefits from our research and development activities. Any delay or failure by us to develop and release new products or product enhancements would have a substantial adverse effect on our business and results of operations.

Our products could have defects or errors, which may give rise to claims against us, adversely affect market adoption of our systems, and adversely affect our business, financial condition, and results of operations.

Our systems utilize novel and complex technology and such systems may develop or contain undetected defects or errors. We cannot assure you that material performance problems, defects, or errors will not arise, and as we increase the density and integration of our systems, these risks may increase. We generally provide warranties that our systems will meet performance expectations and will be free from defects. The costs incurred in correcting any defects or errors may be substantial and could adversely affect our operating margins. For example, we have experienced a performance issue with respect to certain IFCs used in our C1 systems due to the presence of more than one cell in an IFC chamber. Although we have redesigned such C1 IFCs, we may experience additional unexpected product defects or errors that could affect our ability to adequately address these performance issues.

In manufacturing our products, including our systems, IFCs, and assays, we depend upon third parties for the supply of various components, many of which require a significant degree of technical expertise to produce. In addition, we purchase certain products from third-party suppliers for resale. If our suppliers fail to produce components to specification or provide defective products to us for resale and our quality control tests and procedures fail to detect such errors or defects, or if we or our suppliers use defective materials or workmanship in the manufacturing process, the reliability and performance of our products will be compromised.

If our products contain defects, we may experience:

- a failure to achieve market acceptance or expansion of our product sales;
- loss of customer orders and delay in order fulfillment;
- damage to our brand reputation;
- increased cost of our warranty program due to product repair or replacement;
- product recalls or replacements;
- inability to attract new customers;
- diversion of resources from our manufacturing and research and development departments into our service department; and
- legal claims against us, including product liability claims, which could be costly and time consuming to defend and result in substantial damages.

In addition, certain of our products are marketed for use with products sold by third parties. For example, our Access Array system is marketed as compatible with major next-generation DNA sequencing instruments. If such third-party products are not produced to specification, are produced in accordance with modified specifications, or are defective, they may not be compatible with our products. In such case, the reliability and performance of our products may be compromised.

The occurrence of any one or more of the foregoing could negatively affect our business, financial condition, and results of operations.

Our business depends on research and development spending levels of academic, clinical, and governmental research institutions, and biopharmaceutical, biotechnology, Ag-Bio companies and CRO's, a reduction in which could limit our ability to sell our products and adversely affect our business.

We expect that our revenue in the foreseeable future will be derived primarily from sales of our systems and IFCs to academic institutions, clinical research laboratories that use our technology to develop tests, and biopharmaceutical, biotechnology, Ag-Bio companies and CRO's worldwide. Our success will depend upon their demand for and use of our products. Accordingly, the spending policies of these customers could have a significant effect on the demand for our technology. These policies may be based on a wide variety of factors, including concerns regarding any future federal government budget sequestrations, the availability of resources to make purchases, the spending priorities among various types of equipment, policies regarding spending during recessionary periods, and changes in the political climate. In addition, academic, governmental, and other research institutions that fund research and development activities may be subject to stringent budgetary constraints that could result in spending reductions, reduced allocations, or budget cutbacks, which could jeopardize the ability of these customers to purchase our products. Our operating results may fluctuate substantially due to reductions and delays in research and development expenditures by these customers. For example, reductions in capital and operating expenditures by these customers may result in lower than expected sales of our systems and IFCs. These reductions and delays may result from factors that are not within our control, such as:

- changes in economic conditions;
- natural disasters;
- changes in government programs that provide funding to research institutions and companies;
- changes in the regulatory environment affecting life science and Ag-Bio companies engaged in research and commercial activities;
- differences in budget cycles across various geographies and industries;
- market-driven pressures on companies to consolidate operations and reduce costs;
- mergers and acquisitions in the life science and Ag-Bio industries; and
- other factors affecting research and development spending.

Any decrease in our customers' budgets or expenditures, or in the size, scope, or frequency of capital or operating expenditures, could materially and adversely affect our operations or financial condition.

If one or more of our manufacturing facilities become unavailable or inoperable, we will be unable to continue manufacturing our instruments, IFCs, assays and/or reagents and, as a result, our business will be harmed until we are able to secure a new facility.

We manufacture all of our genomics analytical and preparatory instruments and integrated fluidic circuits, or IFCs, for commercial sale at our facility in Singapore, our mass cytometry instruments for commercial sale at our facility in Canada, and our assays and reagents for commercial sale at our facility in the United States. No other manufacturing facilities are currently available to us, particularly facilities of the size and scope required by our Singapore and Canada operations. Our facilities and the equipment we use to manufacture our instruments, IFCs, assays, and reagents would be costly to replace and could require substantial lead time to repair or replace. Our facilities may be harmed or rendered inoperable by natural or man-made disasters, which may render it difficult or impossible for us to manufacture our products for some period of time. If any of our facilities become unavailable to us, we cannot provide assurances that we will be able to secure a new manufacturing facility on acceptable terms, if at all. The inability to manufacture our products, combined with our limited inventory of manufactured supplies, may result in the loss of customers or harm our reputation, and we may be unable to reestablish relationships with those customers in the future. Although we possess insurance for damage to our property and the disruption of our business, this insurance may not be sufficient to cover all of our potential losses and may not continue to be available to us on acceptable terms, or at all. If our manufacturing capabilities are impaired, we may not be able to manufacture and ship our products in a timely manner, which would adversely impact our business.

We generate a substantial portion of our revenue internationally and are subject to various risks relating to such international activities, which could adversely affect our sales and operating performance. In addition, any disruption or delay in the shipping or off-loading of our products, whether domestically or internationally, may have an adverse effect on our financial condition and results of operations.

During the six months ended June 30, 2017 and 2016, and the years ended December 31, 2016 and 2015, approximately 53%, 53%, 50% and 52%, respectively, of our product and service revenue was generated from sales to customers located outside of the United States. We believe that a significant percentage of our future revenue will come from international sources as we expand our international operations and develop opportunities in other countries. Engaging in international business inherently involves a number of difficulties and risks, including:

- required compliance with existing and changing foreign regulatory requirements and laws that are or may be applicable to our business in the future, such as the RoHS and WEEE directives, which regulate the use of certain hazardous substances in, and require the collection, reuse, and recycling of waste from, products we manufacture;
- required compliance with anti-bribery laws, such as the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act, data privacy requirements, labor laws, and anti-competition regulations;
- export or import restrictions;
- laws and business practices favoring local companies;
- longer payment cycles and difficulties in enforcing agreements and collecting receivables through certain foreign legal systems;
- unstable economic, political, and regulatory conditions;
- potentially adverse tax consequences, tariffs, customs charges, bureaucratic requirements, and other trade barriers;
- difficulties and costs of staffing and managing foreign operations; and
- difficulties protecting or procuring intellectual property rights.

If one or more of these risks occurs, it could require us to dedicate significant resources to remedy, and if we are unsuccessful in finding a solution, our financial results will suffer.

During June 2016, the referendum by British voters to exit the European Union (“Brexit”) adversely impacted global markets and resulted in a sharp decline of the British pound sterling against the US dollar. In February 2017, the British Parliament voted in favor of allowing the British government to begin the formal process of Brexit, and the United Kingdom submitted its required notice under the applicable treaties that it intended to leave the European Union in March 2017, which initiated a negotiation process between the United Kingdom and the European Union that could last up to two years. In the short-term, volatility in the British pound sterling could continue as the United Kingdom negotiates its anticipated exit from the European Union. In the longer term, any impact from Brexit on our United Kingdom operations will depend, in part, on the outcome of tariff, trade, regulatory, and other negotiations.

A majority of our product sales are currently denominated in U.S. dollars and fluctuations in the value of the U.S. dollar relative to foreign currencies could decrease demand for our products and adversely impact our financial performance. For example, if the value of the U.S. dollar increases relative to foreign currencies, our products could become more costly to the international consumer and therefore less competitive in international markets, or if the value of the U.S. dollar decreases relative to the Singapore dollar or the Canadian dollar, it would become more costly in U.S. dollars for us to manufacture our products in Singapore and/or in Canada. Additionally, our expenses are generally denominated in the currencies of the countries in which our operations are located, which is primarily in the United States, with a portion of expenses incurred in Singapore and Canada where a significant portion of our manufacturing operations are located. Our results of operations and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates. The volatility of exchange rates depends on many factors that we cannot forecast with reliable accuracy. We have experienced and will continue to experience fluctuations in our net income or loss as a result of transaction gains or losses related to revaluing certain current asset and current liability balances that are denominated in currencies other than the functional currency of the entities in which they are recorded. For example, for the six months ended June 30, 2017 and for the years ended December 31, 2016 and 2015, we experienced foreign currency losses of nil, \$1.5 million, and \$1.6 million, respectively. Fluctuations in currency exchange rates could have an adverse impact on our financial results in the future.

We rely on shipping providers to deliver products to our customers globally. Labor, tariff, or World Trade Organization-related disputes, piracy, physical damage to shipping facilities or equipment caused by severe weather or terrorist incidents, congestion at shipping facilities, inadequate equipment to load, dock, and offload our products, energy-related tie-ups, or other factors could disrupt or delay shipping or off-loading of our products domestically and internationally. Such disruptions or delays may have an adverse effect on our financial condition and results of operations.

We are dependent on single and sole source suppliers for some of the components and materials used in our products, and the loss of any of these suppliers could harm our business.

We rely on single and sole source suppliers for certain components and materials used in our products. Additionally, several of our instruments are assembled at the facilities of contract manufacturers in Singapore. We do not have long term contracts with our suppliers of these components and materials or our assembly service providers. The loss of a single or sole source supplier of any of the following components and/or materials would require significant time and effort to locate and qualify an alternative source of supply, if at all:

- The IFCs used in our microfluidic systems are fabricated using a specialized polymer, and other specialized materials, that are available from a limited number of sources. In the past, we have encountered quality issues that have reduced our manufacturing yield or required the use of additional manufacturing processes.
- Specialized pneumatic and electronic components for our C1, Callisto, Juno, and Polaris systems are available from a limited number of sources.
- The electron multiplier detector included in the Helios/CyTOF 2 systems and certain metal isotopes used with the Helios/CyTOF 2 systems are purchased from sole source suppliers.

- The movement stage included in the Imaging Mass Cytometer is purchased from a sole source supplier.
- The nickel sampler cone used with the Helios/CyTOF 2 systems is purchased from single source suppliers and is available from a limited number of sources.
- The raw materials for our Delta Gene and SNP Type assays and Access Array target-specific primers are available from a limited number of sources.

Our reliance on single and sole source suppliers and assembly service providers also subjects us to other risks that could harm our business, including the following:

- we may be subject to increased component or assembly costs;
- we may not be able to obtain adequate supply or services in a timely manner or on commercially reasonable terms;
- our suppliers or service providers may make errors in manufacturing or assembly of components that could negatively affect the efficacy of our products or cause delays in shipment of our products; and
- our suppliers or service providers may encounter capacity constraints or financial hardships unrelated to our demand for components or services, which could inhibit their ability to fulfill our orders and meet our requirements.

We have in the past experienced quality control and supply problems with some of our suppliers, such as manufacturing errors, and may again experience problems in the future. We may not be able to quickly establish additional or replacement suppliers, particularly for our single source components, or assembly service providers. Any interruption or delay in the supply of components or materials or assembly of our instruments, or our inability to obtain components, materials, or assembly services from alternate sources at acceptable prices in a timely manner, could impair our ability to meet the demand of our customers and cause them to cancel orders or switch to competitive products.

Our future success is dependent upon our ability to expand our customer base and introduce new applications.

Our customer base is primarily composed of academic institutions, clinical research laboratories that use our technology to develop tests, and biopharmaceutical, biotechnology, and Ag-Bio companies that perform analyses for research and commercial purposes. Our success will depend, in part, upon our ability to increase our market share among these customers, attract additional customers outside of these markets, and market new applications to existing and new customers as we develop such applications. Attracting new customers and introducing new applications require substantial time and expense. For example, it may be difficult to identify, engage, and market to customers who are unfamiliar with the current applications of our systems. Any failure to expand our existing customer base or launch new applications would adversely affect our ability to increase our revenue.

We may not be able to develop new products or enhance the capabilities of our existing systems to keep pace with rapidly changing technology and customer requirements, which could have a material adverse effect on our business, revenue, financial condition, and operating results.

Our success depends on our ability to develop new products and applications for our technology in existing and new markets, while improving the performance and cost-effectiveness of our systems. New technologies, techniques, or products could emerge that might offer better combinations of price and performance than our current or future product lines and systems. Existing markets for our products, including high-throughput genomics, single-cell genomics and mass cytometry, as well as potential markets for our products such as high-throughput DNA sequencing and molecular applications, are characterized by rapid technological change and innovation. It is critical to our success for us to anticipate changes in technology and customer requirements and to successfully introduce new, enhanced, and competitive technology to meet our customers' and prospective customers' needs on a timely and cost-effective basis. Developing and implementing new technologies will require us to incur substantial development costs and we may not have adequate resources available to be able to successfully introduce new applications of, or enhancements to, our systems. We cannot guarantee that we will be able to maintain technological advantages over emerging technologies in the future. While we typically plan improvements to our systems, we may not be able to successfully implement these improvements. If we fail to keep pace with emerging technologies, demand for our systems will not grow and may decline, and our business, revenue, financial condition, and operating results could suffer materially. In addition, if we introduce enhanced systems but fail to manage product transitions effectively, customers may delay or forgo purchases of our systems and our operating results may be adversely affected by product obsolescence and excess inventory. Even if we successfully implement some or all of these planned improvements, we cannot guarantee that our current and potential customers will find our enhanced systems to be an attractive alternative to existing technologies, including our current products.

We have incurred losses since inception, and we may continue to incur substantial losses for the foreseeable future.

We have a limited operating history and have incurred significant losses in each fiscal year since our inception, including net losses of \$16.9 million, \$34.1 million, \$76.0 million, and \$53.3 million during the three and six months ended June 30, 2017 and for the years ended December 31, 2016, and 2015, respectively. As of June 30, 2017, we had an accumulated deficit of \$473.8 million. These losses have resulted principally from costs incurred in our research and development programs, and from our manufacturing costs and selling, general, and administrative expenses. We believe that our continued investment in research and development, sales, and marketing is essential to our long-term competitive position and future growth. However, we recently implemented efficiency and cost-savings initiatives intended to stabilize our business operations and return to growth. These initiatives have included targeted workforce reductions and optimizing our facilities and excess space. They may also include decreasing or deferring capital expenditures and development activities. To the extent we are unable to invest sufficiently in these activities, it may impair our ability to develop, market and sell new and existing products. Until we are able to generate additional revenue to support our level of operating expenses, we will continue to incur operating and net losses and negative cash flow from operations. Because of the numerous risks and uncertainties associated with our commercialization efforts and future product development, we are unable to predict when we will become profitable, and we may never become profitable. Even if we do achieve profitability, we may not be able to sustain or increase our profitability.

If we require additional funds in the future, we may not be able to obtain such funds on acceptable terms, or at all. If we raise funds by issuing equity securities, our stockholders could experience dilution. Debt financing, if available, may involve covenants restricting our operations or our ability to incur additional debt. Any additional debt or equity financing that we raise may contain terms that are not favorable to us or our stockholders. If we do not have, or are not able to obtain sufficient funds, we may have to delay development or commercialization of our products or license to third parties the rights to commercialize products or technologies that we would otherwise seek to commercialize. We may also have to reduce marketing, customer support, research and development or other resources devoted to our products.

Impairment of our goodwill or other intangible assets could materially and adversely affect our business, operating results, and financial condition.

As of June 30, 2017, we had approximately \$184.5 million of goodwill and net intangible assets, including approximately \$104.1 million of goodwill and approximately \$80.4 million of net intangible assets. These assets represent a significant portion of the assets recorded on our consolidated balance sheet and relate primarily to our acquisition of DVS Sciences, Inc., or DVS, in February 2014. In addition, if in the future we acquire additional businesses, technologies, or other intangible assets, a substantial portion of the value of such assets may be recorded as goodwill or intangible assets.

The carrying amounts of goodwill and intangible assets are affected whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. We review goodwill and indefinite lived intangible assets for impairment at least annually and more frequently under certain circumstances. Other intangible assets that are deemed to have finite useful lives will continue to be amortized over their useful lives but must be reviewed for impairment when events or changes in circumstances indicate that the carrying amount of these assets may not be recoverable. Events or changes in circumstances that could affect the likelihood that we will be required to recognize an impairment charge include declines in our stock price or market capitalization, declines in our market share or revenues, an increase in our losses, rapid changes in technology, failure to achieve the benefits of capacity increases and utilization, significant litigation arising out of an acquisition, or other matters. In particular, these or other adverse events or changes in circumstances may affect the estimated undiscounted future operating cash flows expected to be derived from our goodwill and intangible assets. We have recently experienced substantial declines in our stock price, and continued weakness or further declines in our stock price increase the likelihood that we may be required to recognize impairment charges. Any impairment charges could have a material adverse effect on our operating results and net asset value in the quarter in which we recognize the impairment charge. We cannot provide assurances that we will not in the future be required to recognize impairment charges.

Our business operations are dependent upon our new senior management team and the ability of our other new employees to learn their new roles. If we are unable to recruit and retain key executives, scientists, and technical support personnel, we may be unable to achieve our goals.

Our performance is substantially dependent on the performance of our senior management, which has substantially changed over the last year, including, for example, the recent departures of our Chief Executive Officer, Gajus Worthington, and Executive Vice President, Research and Development and Marketing, Marc Unger. We have a new president and chief executive officer who started in August 2016 and several other members of our senior management team have started at Fluidigm since mid-2016. As new employees gain experience in their roles, we could experience inefficiencies or a lack of business continuity due to loss of historical knowledge and a lack of familiarity of new employees with business processes, operating requirements, policies and procedures, and we may experience additional costs as new employees learn their roles and gain necessary experience. It is important to our success that these key employees quickly adapt to and excel in their new roles. If they are unable to do so, our business and financial results could be materially adversely affected. In addition, the loss of the services of any member of our senior management or our scientific or technical support staff might significantly delay or prevent the development of our products or achievement of other business objectives by diverting management's attention to transition matters and identification of suitable replacements, if any, and could have a material adverse effect on our business. Our research and product development efforts could also be delayed or curtailed if we are unable to attract, train, and retain highly skilled employees, particularly, senior scientists and engineers. We do not maintain fixed term employment contracts or significant key man life insurance with any of our employees.

Additionally, to expand our research and product development efforts, we need key scientists skilled in areas such as molecular and cellular biology, assay development, and manufacturing. We also need highly trained technical support personnel with the necessary scientific background and ability to understand our systems at a technical level to effectively support potential new customers and the expanding needs of current customers. Competition for these people is intense. Because of the complex and technical nature of our systems and the dynamic market in which we compete, any failure to attract and retain a sufficient number of qualified employees could materially harm our ability to develop and commercialize our technology.

Our efficiency and cost-savings initiatives could be disruptive to our operations and adversely affect our results of operations and financial condition, and we may not realize some or all of the anticipated benefits of these initiatives in the time frame anticipated or at all.

Beginning in the first quarter of 2017, we implemented efficiency and cost-savings initiatives intended to stabilize our business operations and return to growth. We identified areas for cost efficiencies including targeted workforce reductions and optimizing our facilities, and reducing excess space. Other initiatives may also include decreasing or deferring capital expenditures and development activities. The implementation of these efficiency and cost-savings initiatives, including the impact of workforce reductions, could impair our ability to invest in developing, marketing and selling new and existing products, be disruptive to our operations, make it difficult to attract or retain employees, result in higher than anticipated charges, divert the attention of management, result in a loss of accumulated knowledge, impact our customer and supplier relationships, and otherwise adversely affect our results of operations and financial condition. In addition, our ability to complete our efficiency and cost-savings initiatives and achieve the anticipated benefits within the expected time frame is subject to estimates and assumptions and may vary materially from our expectations, including as a result of factors that are beyond our control. Furthermore, our efforts to stabilize our business and return to growth may not be successful.

To use our products, our Biomark, EP1, and Helios/CyTOF 2 systems in particular, customers typically need to purchase specialized reagents. Any interruption in the availability of these reagents for use in our products could limit our ability to market our products.

Our products, our Biomark, EP1, and Helios/CyTOF 2 systems in particular, must be used in conjunction with one or more reagents designed to produce or facilitate the particular biological or chemical reaction desired by the user. Many of these reagents are highly specialized and available to the user only from a single supplier or a limited number of suppliers. Although we sell reagents for use with certain of our products, our customers may purchase these reagents directly from third-party suppliers, and we have no control over the supply of those materials. In addition, our products are designed to work with these reagents as they are currently formulated. We have no control over the formulation of reagents sold by third-party suppliers, and the performance of our products might be adversely affected if the formulation of these reagents is changed. If one or more of these reagents were to become unavailable or were reformulated, our ability to market and sell our products could be materially and adversely affected.

In addition, the use of a reagent for a particular process may be covered by one or more patents relating to the reagent itself, the use of the reagent for the particular process, the performance of that process, or the equipment required to perform the process. Typically, reagent suppliers, who are either the patent holders or their authorized licensees, sell the reagents along with a license or covenant not to sue with respect to such patents. The license accompanying the sale of a reagent often purports to restrict the purposes for which the reagent may be used. If a patent holder or authorized licensee were to assert against us or our customers that the license or covenant relating to a reagent precluded its use with our systems, our ability to sell and market our products could be materially and adversely affected. For example, our Biomark system involves real-time quantitative PCR, or qPCR. Leading suppliers of reagents for real-time qPCR reactions include Life Technologies Corporation (now part of Thermo Fisher Scientific) and Roche Diagnostics Corporation, who are our direct competitors, and their licensees. These real-time qPCR reagents are typically sold pursuant to limited licenses or covenants not to sue with respect to patents held by these companies. We do not have any contractual supply agreements for these real-time qPCR reagents, and we cannot assure you that these reagents will continue to be available to our customers for use with our systems, or that these patent holders will not seek to enforce their patents against us, our customers, or suppliers.

If we seek to be regulated as a medical device manufacturer by the U.S. Food and Drug Administration, or FDA, and foreign regulatory authorities, and seek approval and/or clearance for our products, the regulatory approval process would take significant time and expense and could fail to result in FDA clearance or approval for the intended uses we believe are commercially attractive. If our products were successfully approved and/or cleared, we would be subject to ongoing and extensive regulatory requirements, which would increase our costs and divert resources away from other projects. If we obtained FDA clearance or approval and we failed to comply with these requirements, our business and financial condition could be adversely impacted.

Our products are currently labeled, promoted and sold to academic institutions, life sciences laboratories, biopharmaceutical, biotechnology, Ag-Bio companies and CRO's for research use only, or RUO, and are not designed for, or intended to be used for, diagnostic tests or as medical devices as currently marketed. Before we can begin to label and market our products for use as, or in the performance of, clinical diagnostics in the United States, thereby subjecting them to FDA regulation as medical devices, we would be required to obtain premarket 510(k) clearance or premarket approval (PMA) from the FDA, unless an exception applies.

We may in the future register with the FDA as a medical device manufacturer and list some of our products with the FDA pursuant to an FDA Class I listing for general purpose laboratory equipment. We are currently assessing whether and when to make an initial registration. While this regulatory classification is exempt from certain FDA requirements, such as the need to submit a premarket notification commonly known as a 510(k), and some of the requirements of the FDA's Quality System Regulations, or QSRs, we would be subject to ongoing FDA "general controls," which include compliance with FDA regulations for labeling, inspections by the FDA, complaint evaluation, corrections and removals reporting, promotional restrictions, reporting adverse events or malfunctions for our products, and general prohibitions against misbranding and adulteration.

In addition, we may in the future submit 510(k) premarket notifications to the FDA to obtain FDA clearance of certain of our products on a selected basis. It is possible, in the event we elect to submit 510(k) applications for certain of our products, that the FDA would take the position that a more burdensome premarket application, such as a premarket approval application or a de novo application is required for some of our products. If such applications were required, greater time and investment would be required to obtain FDA approval. Even if the FDA agreed that a 510(k) was appropriate, FDA clearance can be expensive and time consuming. It generally takes a significant amount of time to prepare a 510(k), including conducting appropriate testing on our products, and several months to years for the FDA to review a submission. Notwithstanding the effort and expense, FDA clearance or approval could be denied for some or all of our products. Even if we were to seek and obtain regulatory approval or clearance, it may not be for the intended uses we believe are important or commercially attractive.

If we sought and received regulatory clearance or approval for certain of our products, we would be subject to ongoing FDA obligations and continued regulatory oversight and review, including the general controls listed above and the FDA's QSRs for our development and manufacturing operations. In addition, we would be required to obtain a new 510(k) clearance before we could introduce subsequent modifications or improvements to such products. We could also be subject to additional FDA post-marketing obligations for such products, any or all of which would increase our costs and divert resources away from other projects. If we sought and received regulatory clearance or approval and are not able to maintain regulatory compliance with applicable laws, we could be prohibited from marketing our products for use as, or in the performance of, clinical diagnostics and/or could be subject to enforcement actions, including warning letters and adverse publicity, fines, injunctions, and civil penalties; recall or seizure of products; operating restrictions; and criminal prosecution.

In addition, we could decide to seek similar regulatory clearance or approval for certain of our products in countries outside of the United States. Sales of such products outside the United States will likely be subject to foreign regulatory requirements, which can vary greatly from country to country. As a result, the time required to obtain clearances or approvals outside the United States may differ from that required to obtain FDA clearance or approval and we may not be able to obtain foreign regulatory approvals on a timely basis or at all. Clearance or approval by the FDA does not ensure approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other countries or by the FDA. In Europe, we would need to comply with the Medical Device Directive 93/42 EEC and/or the In Vitro Diagnostics Directive 98/79/EC, which are required to market medical devices in the European Union. In addition, the FDA regulates exports of medical devices. Failure to comply with these regulatory requirements or obtain and maintain required approvals, clearances and certifications could impair our ability to commercialize our products for diagnostic use outside of the United States.

Our products could become subject to regulation as medical devices by the FDA or other regulatory agencies before we have obtained regulatory clearance or approval to market our products for diagnostic purposes, which would adversely impact our ability to market and sell our products and harm our business.

As products that are currently labeled, promoted and intended for RUO, our products are not currently subject to regulation as medical devices by the FDA or comparable agencies of other countries. However, the FDA or comparable agencies of other countries could disagree with our conclusion that our products are currently intended for research use only or deem our current marketing and promotional efforts as being inconsistent with research use only products. For example, our customers may independently elect to use our research use only labeled products in their own laboratory developed tests, or LDTs, for clinical diagnostic use. The FDA has historically exercised enforcement discretion in not enforcing the medical device regulations against laboratories offering LDTs. However, on October 3, 2014, the FDA issued two draft guidance documents that set forth the FDA's proposed risk-based framework for regulating LDTs, which are designed, manufactured, and used within a single laboratory. The draft guidance documents provide the anticipated details through which the FDA would propose to establish an LDT oversight framework, including premarket review for higher-risk LDTs, such as those that have the same intended use as FDA-approved or cleared companion diagnostic tests currently on the market. In January, 2017, the FDA announced that it would not issue final guidance on the oversight of LDTs and LDT manufacturers, but would seek further public discussion on an appropriate oversight approach, and give Congress an opportunity to develop a legislative solution. Any future legislative or administrative rule making or oversight of LDTs and LDT manufacturers, if and when finalized, may impact the sales of our products and how customers use our products, and may require us to change our business model in order to maintain compliance with these laws. We cannot predict how these various efforts will be resolved, how Congress or the FDA will regulate LDTs in the future, or how that regulatory system will impact our business.

Additionally, on November 25, 2013, the FDA issued Final Guidance “Distribution of In Vitro Diagnostic Products Labeled for Research Use Only.” The guidance emphasizes that the FDA will review the totality of the circumstances when it comes to evaluating whether equipment and testing components are properly labeled as RUO. The final guidance states that merely including a labeling statement that the product is for research purposes only will not necessarily render the device exempt from the FDA’s clearance, approval, and other regulatory requirements if the circumstances surrounding the distribution of the product indicate that the manufacturer knows its product is, or intends for its product to be, used for clinical diagnostic purposes. These circumstances may include written or verbal marketing claims or links to articles regarding a product’s performance in clinical applications and a manufacturer’s provision of technical support for clinical applications.

If the FDA modifies its approach to our products labeled and intended for RUO, or otherwise determines our products or related applications should be subject to additional regulation as in vitro diagnostic devices based upon customers’ use of our products for clinical diagnostic or therapeutic purposes, before we have obtained regulatory clearance or approval to market our products for diagnostic purposes, our ability to market and sell our products could be impeded and our business, prospects, results of operations and financial condition may be adversely affected. In addition, if the FDA determines that our products labeled for RUO were intended, based on a review of the totality of circumstances, for use in clinical investigation or diagnosis, those products could be considered misbranded or adulterated under the Federal Food, Drug, and Cosmetic Act and subject to recall and/or other enforcement action.

Compliance or the failure to comply with current and future regulations affecting our products and business operations worldwide, such as environmental regulations enacted in the European Union, could cause us significant expense and adversely impact our business.

We are subject to many federal, state, local, and foreign regulations relating to various aspects of our business operations. Governmental entities at all levels are continuously enacting new regulations, and it is difficult to identify all applicable regulations and anticipate how such regulations will be implemented and enforced. We continue to evaluate the necessary steps for compliance with applicable regulations. To comply with applicable regulations, we have and will continue to incur significant expense and allocate valuable internal resources to manage compliance-related issues. In addition, such regulations could restrict our ability to expand or equip our facilities, or could require us to acquire costly equipment or to incur other significant expenses to comply with the regulations. For example, the Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Directive, or RoHS, and the Waste Electrical and Electronic Equipment Directive, or WEEE, enacted in the European Union, regulate the use of certain hazardous substances in, and require the collection, reuse, and recycling of waste from, products we manufacture. Certain of our products sold in these countries are subject to WEEE requirements may become subject to RoHS. These and similar regulations that have been or are in the process of being enacted in other countries may require us to redesign our products, use different types of materials in certain components, or source alternative components to ensure compliance with applicable standards, and may reduce the availability of parts and components used in our products by negatively impacting our suppliers’ ability to source parts and components in a timely and cost-effective manner.

Any such redesigns, required use of alternative materials, or limited availability of parts and components used in our products may detrimentally impact the performance of our products, add greater testing lead times for product introductions, reduce our product margins, or limit the markets for our products, and if we fail to comply with any present and future regulations, we could be subject to future fines, penalties, and restrictions, such as the suspension of manufacturing of our products or a prohibition on the sale of products we manufacture. Any of the foregoing could adversely affect our business, financial condition, or results of operations.

If we fail to maintain effective internal control over financial reporting in the future, the accuracy and timing of our financial reporting may be impaired, which could adversely affect our business and our stock price.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective internal control over financial reporting and disclosure controls and procedures. In particular, we must perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. Our testing may reveal deficiencies in our internal control over financial reporting that are deemed to be material weaknesses.

Our compliance with Section 404 requires that we incur substantial accounting expense and expend significant management time on compliance-related issues. We currently do not have an internal audit group, and we continue to evaluate our need for additional accounting and financial staff with appropriate public company experience and technical accounting knowledge. Moreover, if we do not comply with the requirements of Section 404, or if we or our independent registered public accounting firm identify deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our stock could decline and we could be subject to sanctions or investigations by Nasdaq, the SEC or other regulatory authorities, which would require additional financial and management resources.

Our future capital needs are uncertain and we may need to raise additional funds in the future, which may cause dilution to stockholders or may be upon terms that are not favorable to us.

We believe that our existing cash and cash equivalents will be sufficient to meet our anticipated cash requirements for at least the next 18 months. We have continued to experience losses and, if that trend continues, we may need to seek additional sources of financing. In addition, we may need to raise substantial additional capital for various purposes, including:

- expanding the commercialization of our products;
- funding our operations;
- furthering our research and development; and
- acquiring other businesses or assets and licensing technologies.

Our future funding requirements will depend on many factors, including:

- market acceptance of our products;
- the cost of our research and development activities;
- the cost of filing and prosecuting patent applications;
- the cost of defending any litigation including intellectual property, employment, contractual or other litigation;
- the cost and timing of regulatory clearances or approvals, if any;
- the cost and timing of establishing additional sales, marketing, and distribution capabilities;
- the cost and timing of establishing additional technical support capabilities;
- the effectiveness of our recent efficiency and cost-savings initiatives;
- the effect of competing technological and market developments; and
- the extent to which we acquire or invest in businesses, products, and technologies, although we currently have no commitments or agreements relating to any of these types of transactions.

We cannot assure you that we will be able to obtain additional funds on acceptable terms, or at all. If we raise additional funds by issuing equity securities, our stockholders may experience dilution. Debt financing, if available, may involve covenants restricting our operations or our ability to incur additional debt. Any additional debt or equity financing that we raise may contain terms that are not favorable to us or our stockholders. If we raise additional funds through collaboration and licensing arrangements with third parties, it may be necessary to relinquish some rights to our technologies or our products, or grant licenses on terms that are not favorable to us. If we are unable to raise adequate funds, we may have to liquidate some or all of our assets, delay development or commercialization of our products, or license to third parties the rights to commercialize products or technologies that we would otherwise seek to commercialize. We also may have to reduce marketing, customer support, or other resources devoted to our products, or cease operations. Any of these factors could harm our operating results.

We are subject to risks related to taxation in multiple jurisdictions and if taxing authorities disagree with our interpretations of existing tax laws or regulations, our effective income tax rate could be adversely affected and we could have additional tax liability.

We are subject to income taxes in both the United States and certain foreign jurisdictions. Significant judgments based on interpretations of existing tax laws or regulations are required in determining the provision for income taxes. For example, we have made certain interpretations of existing tax laws or regulations based upon the operations of our business internationally and we have implemented intercompany agreements based upon these interpretations and related transfer pricing analyses. If the U.S. Internal Revenue Service or other taxing authorities disagree with the positions, our effective income tax rate could be adversely affected and we could have additional tax liability, including interest and penalties. We recently completed a review of our European corporate structure and tax positions and, based upon our existing business operations, we plan to restructure our European intercompany transactions, which is likely to increase our income tax liability. From time to time, we may review our corporate structure and tax positions in other international jurisdictions and such review may result in additional changes to how we structure our international business operations, which may adversely impact our effective income tax rate. Our effective income tax rate could also be adversely affected by changes in the mix of earnings in tax jurisdictions with different statutory tax rates, changes in the valuation of deferred tax assets and liabilities, changes in existing tax laws or tax rates, changes in the level of non-deductible expenses (including share-based compensation), changes in our future levels of research and development spending, mergers and acquisitions, or the result of examinations by various tax authorities. Payment of additional amounts upon final adjudication of any disputes could have a material impact on our results of operations and financial position.

Adverse conditions in the global economy and disruption of financial markets may significantly harm our revenue, profitability, and results of operations.

The global credit and financial markets have in recent years experienced volatility and disruptions, including diminished liquidity and credit availability, increased concerns about inflation and deflation, and the downgrade of U.S. debt and exposure risks on other sovereign debts, decreased consumer confidence, lower economic growth, volatile energy costs, increased unemployment rates, and uncertainty about economic stability. Volatility and disruption of financial markets could limit our customers' ability to obtain adequate financing or credit to purchase and pay for our products in a timely manner or to maintain operations, which could result in a decrease in sales volume that could harm our results of operations. General concerns about the fundamental soundness of domestic and international economies may also cause our customers to reduce their purchases. Changes in governmental banking, monetary, and fiscal policies to address liquidity and increase credit availability may not be effective. Significant government investment and allocation of resources to assist the economic recovery of sectors which do not include our customers may reduce the resources available for government grants and related funding for life science, Ag-Bio, and clinical research and development. Continuation or further deterioration of these financial and macroeconomic conditions could significantly harm our sales, profitability, and results of operations.

If we are unable to integrate future acquisitions successfully, our operating results and prospects could be harmed.

In addition to our acquisition of DVS, we may make additional acquisitions to improve our product offerings or expand into new markets. Our future acquisition strategy will depend on our ability to identify, negotiate, complete, and integrate acquisitions and, if necessary, to obtain satisfactory debt or equity financing to fund those acquisitions. Mergers and acquisitions are inherently risky, and any transaction we complete may not be successful. Our acquisition of DVS was our first acquisition of another company. Any merger or acquisition we may pursue would involve numerous risks, including but not limited to the following:

- difficulties in integrating and managing the operations, technologies, and products of the companies we acquire;
- diversion of our management's attention from normal daily operation of our business;
- our inability to maintain the key business relationships and the reputations of the businesses we acquire;
- our inability to retain key personnel of the acquired company;
- uncertainty of entry into markets in which we have limited or no prior experience and in which competitors have stronger market positions;
- our dependence on unfamiliar affiliates and customers of the companies we acquire;
- insufficient revenue to offset our increased expenses associated with acquisitions;
- our responsibility for the liabilities of the businesses we acquire, including those which we may not anticipate; and
- our inability to maintain internal standards, controls, procedures, and policies.

We may be unable to secure the equity or debt funding necessary to finance future acquisitions on terms that are acceptable to us. If we finance acquisitions by issuing equity or convertible debt securities, our existing stockholders will likely experience dilution, and if we finance future acquisitions with debt funding, we will incur interest expense and may have to comply with financial covenants and secure that debt obligation with our assets.

If we are unable to expand our direct sales and marketing force or distribution capabilities to adequately address our customers' needs, our business may be adversely affected.

We may not be able to market, sell, and, distribute our products effectively enough to support our planned growth. We sell our products primarily through our own sales force and through distributors in certain territories. Our future sales will depend in large part on our ability to develop and substantially expand our direct sales force and to increase the scope of our marketing efforts. Our products are technically complex and used for highly specialized applications. As a result, we believe it is necessary to develop a direct sales force that includes people with specific scientific backgrounds and expertise, and a marketing group with technical sophistication. Competition for such employees is intense. We may not be able to attract and retain personnel or be able to build an efficient and effective sales and marketing force, which could negatively impact sales of our products and reduce our revenue and profitability.

In addition, we may continue to enlist one or more sales representatives and distributors to assist with sales, distribution, and customer support globally or in certain regions of the world. If we do seek to enter into such arrangements, we may not be successful in attracting desirable sales representatives and distributors, or we may not be able to enter into such arrangements on favorable terms. If our sales and marketing efforts, or those of any third-party sales representatives and distributors, are not successful, our technologies and products may not gain market acceptance, which would materially and adversely impact our business operations.

If we seek to implement a company-wide implementation of an enterprise resource planning, or ERP, system, such implementation could adversely affect our business and results of operations or the effectiveness of internal control over financial reporting.

We have considered implementing a company-wide ERP system to handle the business and financial processes within our operations and corporate functions. ERP implementations are complex and time-consuming projects that involve substantial expenditures on system software and implementation activities that can continue for several years. ERP implementations also require transformation of business and financial processes in order to reap the benefits of the ERP system. If we decide to implement a company-wide ERP system, our business and results of operations could be adversely affected if we experience operating problems and/or cost overruns during the ERP implementation process, or if the ERP system and the associated process changes do not give rise to the benefits that we expect. If we do not effectively implement the ERP system as planned or if the system does not operate as intended, our business, results of operations, and internal controls over financial reporting could be adversely affected.

Changes in accounting principles, or interpretations thereof, could have a significant impact on our financial position and results of operations.

We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, referred to as U.S. GAAP. These principles are subject to interpretation by the SEC and various bodies formed to interpret and create appropriate accounting principles. A change in these principles can have a significant effect on our reported results and may even retroactively affect previously reported transactions. Additionally, the adoption of new or revised accounting principles may require that we make significant changes to our systems, processes and controls.

For example, the U.S.-based Financial Accounting Standards Board, referred to as FASB, is currently working together with the International Accounting Standards Board, referred to as IASB, on several projects to further align accounting principles and facilitate more comparable financial reporting between companies who are required to follow U.S. GAAP under SEC regulations and those who are required to follow International Financial Reporting Standards outside of the United States. These efforts by the FASB and IASB may result in different accounting principles under U.S. GAAP that may result in materially different financial results for us in areas including, but not limited to, principles for recognizing revenue and lease accounting. Additionally, significant changes to U.S. GAAP resulting from the FASB's and IASB's efforts may require that we change how we process, analyze and report financial information and that we change financial reporting controls. Additionally, the FASB issued new guidance relating to Revenue from Contracts with Customers which supersedes nearly all existing U.S. GAAP revenue recognition guidance. The new guidance will be effective for our fiscal year 2018. The new revenue guidance may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. While we have not completed our assessment of the new revenue guidance, we currently expect that this new guidance will not have a material impact on our consolidated financial statements. As we complete the evaluation of this new guidance, new information may arise that could change our current understanding of the impact to revenue and expense recognized. Additionally, we will continue to monitor industry activities and any additional guidance provided by regulators, standards setters, or the accounting profession and adjust our assessment and implementation plans accordingly.

It is not clear if or when these potential changes in accounting principles may become effective, whether we have the proper systems and controls in place to accommodate such changes and the impact that any such changes may have on our financial position and results of operations.

Our ability to use net operating loss carryforwards to offset future taxable income for U.S. federal income tax purposes and other tax benefits may be limited.

Section 382 of the Internal Revenue Code of 1986, as amended, referred to as the "Section 382," imposes an annual limitation on the amount of taxable income that may be offset if a corporation experiences an "ownership change" as defined in Section 382. An ownership change occurs when a company's "five-percent shareholders" (as defined in Section 382) collectively increase their ownership in the company by more than 50 percentage points (by value) over a rolling three-year period. Additionally, various states have similar limitations on the use of state net operating losses, referred to as our NOL's, following an ownership change.

If we experience an ownership change, our ability to use our NOLs, any loss or deduction attributable to a "net unrealized built-in loss" and other tax attributes, which we refer to as tax benefits, could be substantially limited, and the timing of the usage of the tax benefits could be substantially delayed, which could significantly impair the value of the tax benefits. There is no assurance that we will be able to fully utilize the tax benefits and we could be required to record an additional valuation allowance related to the amount of the tax benefits that may not be realized, which could adversely impact our results of operations.

We believe that these tax benefits are a valuable asset for us. On November 21, 2016, our board of directors approved a tax benefit preservation plan, or Tax Benefit Preservation Plan, in an effort to protect our tax benefits during the effective period of the tax benefit preservation plan. Our board of directors elected to let the Tax Benefit Preservation Plan expire in August 2017 based on its determination, in consultation with our management and tax advisers, that our NOLs were not at material risk of limitation based on an ownership change pursuant to Section 382. Our board of directors will continue to monitor our NOLs, however, and could elect to adopt a similar plan if it believes a potential risk exists that our NOLs could be limited. Any future tax benefit preservation plan could make it more difficult for a third party to acquire, or could discourage a third party from acquiring, us or a large block of our common stock.

Risks Related to Intellectual Property

Our ability to protect our intellectual property and proprietary technology through patents and other means is uncertain.

Our commercial success depends in part on our ability to protect our intellectual property and proprietary technologies. We rely on patent protection, where appropriate and available, as well as a combination of copyright, trade secret, and trademark laws, and nondisclosure, confidentiality, and other contractual restrictions to protect our proprietary technology. However, these legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep any competitive advantage. We apply for patents covering our products and technologies and uses thereof, as we deem appropriate. However, we may fail to apply for patents on important products and technologies in a timely fashion or at all. Our pending U.S. and foreign patent applications may not issue as patents or may not issue in a form that will be sufficient to protect our proprietary technology and gain or keep our competitive advantage. Any patents we have obtained or do obtain may be subject to re-examination, reissue, opposition, or other administrative proceeding, or may be challenged in litigation, and such challenges could result in a determination that the patent is invalid or unenforceable. In addition, competitors may be able to design alternative methods or devices that avoid infringement of our patents. Both the patent application process and the process of managing patent disputes can be time consuming and expensive.

Furthermore, the laws of some foreign countries may not protect our intellectual property rights to the same extent as do the laws of the United States, and many companies have encountered significant problems in protecting and defending such rights in foreign jurisdictions. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial cost and divert our efforts and attention from other aspects of our business. Changes in either the patent laws or in interpretations of patent laws in the United States or other countries may diminish the value of our intellectual property. We cannot predict the breadth of claims that may be allowed or enforced in our patents or in third-party patents. For example:

- We might not have been the first to make the inventions covered by each of our pending patent applications;
- We might not have been the first to file patent applications for these inventions;
- The patents of others may have an adverse effect on our business; and
- Others may independently develop similar or alternative products and technologies or duplicate any of our products and technologies.

To the extent our intellectual property, including licensed intellectual property, offers inadequate protection, or is found to be invalid or unenforceable, our competitive position and our business could be adversely affected.

We may be involved in lawsuits to protect or enforce our patents and proprietary rights, to determine the scope, coverage and validity of others' proprietary rights, or to defend against third party claims of intellectual property infringement, any of which could be time-intensive and costly and may adversely impact our business or stock price.

Litigation may be necessary for us to enforce our patent and proprietary rights, determine the scope, coverage, and validity of others' proprietary rights, and/or defend against third party claims of intellectual property infringement against us as well as against our suppliers, distributors, customers, and other entities with whom we do business. Litigation could result in substantial legal fees and could adversely affect the scope of our patent protection. The outcome of any litigation or other proceeding is inherently uncertain and might not be favorable to us, and we might not be able to obtain licenses to technology that we require. Even if such licenses are obtainable, they may not be available at a reasonable cost. We could therefore incur substantial costs related to royalty payments for licenses obtained from third parties, which could negatively affect our product margins or financial position. Further, we could encounter delays in product introductions, or interruptions in product sales, as we develop alternative methods or products.

As we move into new markets and applications for our products, incumbent participants in such markets may assert their patents and other proprietary rights against us as a means of impeding our entry into such markets or as a means to extract substantial license and royalty payments from us. Our commercial success may depend in part on our non-infringement of the patents or proprietary rights of third parties. Numerous significant intellectual property issues have been litigated, and will likely continue to be litigated, between existing and new participants in our existing and targeted markets. For example, some of our products provide for the testing and analysis of genetic material, and patent rights relating to genetic materials remain a developing area of patent law. A recent U.S. Supreme Court decision held, among other things, that claims to isolated genomic DNA occurring in nature are not patent eligible, while claims relating to synthetic DNA may be patent eligible. We expect the ruling will result in additional litigation in our industry. In addition, third parties may assert that we are employing their proprietary technology without authorization. For example, on June 4, 2008 we received a letter from Applied Biosystems, Inc., a wholly-owned subsidiary of Life Technologies Corporation (now part of Thermo Fisher Scientific Inc. and collectively referred to as Life), asserting that our Biomark system for gene expression analysis infringes upon U.S. Patent No. 6,814,934, or the '934 patent, and its foreign counterparts in Europe and Canada. In June 2011, we resolved this dispute by entering into license agreements with Life which, among other matters, granted us a non-exclusive license to the '934 patent and its foreign counterparts.

Our customers have been sued for various claims of intellectual property infringement in the past, and we expect that our customers will be involved in additional litigation in the future. In particular, our customers may become subject to lawsuits claiming that their use of our products infringes third-party patent rights, and we could become subject to claims that we contributed to or induced our customer's infringement. In addition, our agreements with some of our suppliers, distributors, customers, and other entities with whom we do business may require us to defend or indemnify these parties to the extent they become involved in infringement claims against us, including the claims described above. We could also voluntarily agree to defend or indemnify third parties in instances where we are not obligated to do so if we determine it would be important to our business relationships. If we are required or agree to defend or indemnify any of these third parties in connection with any infringement claims, we could incur significant costs and expenses that could adversely affect our business, operating results, or financial condition.

We may be subject to damages resulting from claims that we or our employees have wrongfully used or disclosed alleged trade secrets of our employees' former employers or other institutions or third parties with whom such employees may have been previously affiliated.

Many of our employees were previously employed at universities or other life science or Ag-Bio companies, including our competitors or potential competitors. In the future, we may become subject to claims that our employees, or we, have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of their former employers or other third parties or institutions with whom our employees may have been previously affiliated. Litigation may be necessary to defend against these claims. For example, we were a defendant in litigation brought against us and one of our non-executive employees by Thermo Fisher Scientific Inc. (Thermo) alleging, among other claims, misappropriation of proprietary information and breach of contractual and fiduciary obligations. While we resolved our dispute with Thermo in August 2017, if we fail in defending against similar claims brought in the future we could be subject to injunctive relief against us. A loss of key research personnel work product could hamper or prevent our ability to commercialize certain potential products or a loss of or inability to hire key marketing, sales or research and development personnel could adversely affect our future product development, sales and revenues, any of which could severely harm our business. Even if we are successful in defending against any similar claims brought in the future, litigation could result in substantial costs and be a distraction to management.

We depend on certain technologies that are licensed to us. We do not control these technologies and any loss of our rights to them could prevent us from selling our products, which would have an adverse effect on our business.

We rely on licenses in order to be able to use various proprietary technologies that are material to our business, including our core IFC, multi-layer soft lithography, and mass cytometry technologies. In some cases, we do not control the prosecution, maintenance, or filing of the patents to which we hold licenses, or the enforcement of these patents against third parties. Additionally, our business and product development plans anticipate and may substantially depend on future in-license agreements with additional third parties, some of which are currently in the early discussion phase. For example, Fluidigm Canada Inc., or Fluidigm Canada, an Ontario corporation and wholly-owned subsidiary of Fluidigm Sciences, was party to an interim license agreement, now expired, with Nodality, Inc., or Nodality, under which Nodality granted Fluidigm Canada a worldwide, non-exclusive, research use only, royalty bearing license to certain cytometric reagents, instruments, and other products. While we were able to secure a license under a new license agreement with Nodality, we cannot provide assurances that we will always be able to obtain suitable license rights to technologies or intellectual property of other third parties on acceptable terms, if at all.

In-licensed intellectual property rights that are fundamental to the business being operated present numerous risks and limitations. For example, all or a portion of the license rights granted may be limited for research use only, and in the event we attempt to expand into diagnostic applications, we would be required to negotiate additional rights, which may not be available to us on commercially reasonable terms, if at all.

Our rights to use the technology we license are also subject to the negotiation and continuation of those licenses. Certain of our licenses contain provisions that allow the licensor to terminate the license upon specific conditions. Our rights under the licenses are subject to our continued compliance with the terms of the license, including the payment of royalties due under the license. Because of the complexity of our products and the patents we have licensed, determining the scope of the license and related royalty obligation can be difficult and can lead to disputes between us and the licensor. An unfavorable resolution of such a dispute could lead to an increase in the royalties payable pursuant to the license. If a licensor believed we were not paying the royalties due under the license or were otherwise not in compliance with the terms of the license, the licensor might attempt to revoke the license. If such an attempt were successful and the license is terminated, we might be barred from marketing, producing, and selling some or all of our products, which would have an adverse effect on our business. Potential disputes between us and one of our existing licensors concerning the terms or conditions of the applicable license agreement could result, among other risks, in substantial management distraction; increased expenses associated with litigation or efforts to resolve disputes; substantial customer uncertainty concerning the direction of our product lines; potential infringement claims against us and/or our customers, which could include efforts by a licensor to enjoin sales of our products; customer requests for indemnification by us; and, in the event of an adverse determination, our inability to operate our business as currently operated. Termination of material license agreements could prevent us from manufacturing and selling our products unless we can negotiate new license terms or develop or acquire alternative intellectual property rights that cover or enable similar functionality. Any of these factors would be expected to have a material adverse effect on our business, operating results, and financial condition and could result in a substantial decline in our stock price.

We are subject to certain manufacturing restrictions related to licensed technologies that were developed with the financial assistance of U.S. governmental grants.

We are subject to certain U.S. government regulations because we have licensed technologies that were developed with U.S. government grants. In accordance with these regulations, these licenses provide that products embodying the technologies are subject to domestic manufacturing requirements. If this domestic manufacturing requirement is not met, the government agency that funded the relevant grant is entitled to exercise specified rights, referred to as “march-in rights,” which if exercised would allow the government agency to require the licensors or us to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a third party designated by such agency. All of our microfluidic systems revenue is dependent upon the availability of our IFCs, which incorporate technology developed with U.S. government grants. All of our instruments, including microfluidic systems, and IFCs for commercial sale are manufactured at our facility in Singapore. The federal regulations allow the funding government agency to grant, at the request of the licensors of such technology, a waiver of the domestic manufacturing requirement. Waivers may be requested prior to any government notification. We have assisted the licensors of these technologies with the analysis of the domestic manufacturing requirement, and, in December 2008, the sole licensor subject to the requirement applied for a waiver of the domestic manufacturing requirement with respect to the relevant patents licensed to us by this licensor. In July 2009, the funding government agency granted the requested waiver of the domestic manufacturing requirement for a three-year period commencing in July 2009. In June 2012, the licensor requested a continued waiver of the domestic manufacturing requirement with respect to the relevant patents, but the government agency has not yet taken any action in response to this request. If the government agency does not grant the requested waiver or the government fails to grant additional waivers of such requirement that may be sought in the future, then the U.S. government could exercise its march-in rights with respect to the relevant patents licensed to us. In addition, the license agreement under which the relevant patents are licensed to us contains provisions that obligate us to comply with this domestic manufacturing requirement. We are not currently manufacturing instruments and IFCs in the United States that incorporate the relevant licensed technology. If our lack of compliance with this provision constituted a material breach of the license agreement, the license of the relevant patents could be terminated or we could be compelled to relocate our manufacturing of microfluidic systems and IFCs to the United States to avoid or cure a material breach of the license agreement. Any of the exercise of march-in rights, the termination of our license of the relevant patents or the relocation of our manufacturing of microfluidic systems and IFCs to the United States could materially adversely affect our business, operations and financial condition.

We may be subject to information technology failures, including data protection breaches and cyber-attacks, that could disrupt our operations, damage our reputation and adversely affect our business, operations, and financial results.

We rely on our information technology systems for the effective operation of our business and for the secure maintenance and storage of confidential data relating to our business and third party businesses. Although we have implemented security controls to protect our information technology systems, experienced programmers or hackers may be able to penetrate our security controls, and develop and deploy viruses, worms, and other malicious software programs that compromise our confidential information or that of third parties and cause a disruption or failure of our information technology systems. Any such compromise of our information technology systems could result in the unauthorized publication of our confidential business or proprietary information, result in the unauthorized release of customer, supplier or employee data, result in a violation of privacy or other laws, expose us to a risk of litigation, or damage our reputation. The cost and operational consequences of implementing further data protection measures either as a response to specific breaches or as a result of evolving risks, could be significant. In addition, our inability to use or access our information systems at critical points in time could adversely affect the timely and efficient operation of our business. Any delayed sales, significant costs or lost customers resulting from these technology failures could adversely affect our business, operations, and financial results.

Third parties with which we conduct business have access to certain portions of our sensitive data. In the event that these third parties do not properly safeguard our data that they hold, security breaches could result and negatively impact our business, operations, and financial results.

We are subject to certain obligations and restrictions relating to technologies developed in cooperation with Canadian government agencies.

Some of our Canadian research and development is funded in part through government grants and by government agencies. The intellectual property developed through these projects is subject to rights and restrictions in favor of government agencies and Canadians generally. In most cases the government agency retains the right to use intellectual property developed through the project for non-commercial purposes and to publish the results of research conducted in connection with the project. This may increase the risk of public disclosure of information relating to our intellectual property, including confidential information, and may reduce its competitive advantage in commercializing intellectual property developed through these projects. In certain projects, we have also agreed to use commercially reasonable efforts to commercialize intellectual property in Canada, or more specifically in the province of Ontario, for the economic benefit of Canada and the province of Ontario. These restrictions will limit our choice of business and manufacturing locations, business partners and corporate structure and may, in certain circumstances, restrict our ability to achieve maximum profitability and cost efficiency from the intellectual property generated by these projects. In one instance, a dispute with the applicable government funded entity may require mediation, which could lead to unanticipated delays in our commercialization efforts to that project. One of our Canadian government funded projects is also subject to certain limited “march-in” rights in favor of the government of the Province of Ontario, under which we may be required to grant a license to our intellectual property, including background intellectual property developed outside the scope of the project, to a responsible applicant on reasonable terms in circumstances where the government determines that such a license is necessary in order to alleviate emergency or extraordinary health or safety needs or for public use. In addition, we must provide reasonable assistance to the government in obtaining similar licenses from third parties required in connection with the use of its intellectual property. Instances in which the government of the Province of Ontario has exercised similar “march-in” rights are rare; however, the exercise of such rights could materially adversely affect our business, operations and financial condition.

Risks Related to Our Common Stock

Our stock price may fluctuate significantly, particularly if holders of substantial amounts of our stock attempt to sell, and holders may have difficulty selling their shares based on current trading volumes of our stock. In addition, numerous other factors could result in substantial volatility in the trading price of our stock.

Our stock is currently traded on Nasdaq, but we can provide no assurance that we will be able to maintain an active trading market on Nasdaq or any other exchange in the future. The trading volume of our stock tends to be low relative to our total outstanding shares, and we have several stockholders who hold substantial blocks of our stock. As of June 30, 2017, we had 29,414,727 shares of common stock outstanding, and stockholders holding at least 5% of our stock, individually or with affiliated persons or entities, collectively beneficially owned or controlled approximately 57.1% of such shares. Sales of large numbers of shares by any of our large stockholders could adversely affect our trading price, particularly given our relatively small historic trading volumes. If stockholders holding shares of our common stock sell, indicate an intention to sell, or if it is perceived that they will sell, substantial amounts of their common stock in the public market, the trading price of our common stock could decline. Moreover, if there is no active trading market or if the volume of trading is limited, holders of our common stock may have difficulty selling their shares.

In addition, the trading price of our common stock may be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control. These factors include:

- actual or anticipated quarterly variation in our results of operations or the results of our competitors;
- announcements or communications by us or our competitors relating to, among other things, new commercial products, technological advances, significant contracts, commercial relationships, capital commitments, acquisitions or sales of businesses, and/or misperceptions in or speculation by the market regarding such announcements or communications;
- issuance of new or changed securities analysts' reports or recommendations for our stock;
- developments or disputes concerning our intellectual property or other proprietary rights;
- commencement of, or our involvement in, litigation;
- market conditions in the life science, Ag-Bio, and CRO sectors;
- failure to complete significant sales;
- manufacturing disruptions that could occur if we were unable to successfully expand our production in our current or an alternative facility;
- any future sales of our common stock or other securities in connection with raising additional capital or otherwise;

- any major change to the composition of our board of directors or management; and
- general economic conditions and slow or negative growth of our markets.

The stock market in general, and market prices for the securities of technology-based companies like ours in particular, have from time to time experienced volatility that often has been unrelated to the operating performance of the underlying companies. These broad market and industry fluctuations may adversely affect the market price of our common stock regardless of our operating performance. In several recent situations where the market price of a stock has been volatile, holders of that stock have instituted securities class action litigation against the company that issued the stock. If any of our stockholders were to bring a lawsuit against us, the defense and disposition of the lawsuit could be costly and divert the time and attention of our management and harm our operating results.

If securities or industry analysts publish unfavorable research about our business or cease to cover our business, our stock price and/or trading volume could decline.

The trading market for our common stock may rely, in part, on the research and reports that equity research analysts publish about us and our business. We do not have any control of the analysts or the content and opinions included in their reports. The price of our stock could decline if one or more equity research analysts downgrade our stock or issue other unfavorable commentary or research. If one or more equity research analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which in turn could cause our stock price or trading volume to decline.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of us, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management and limit the market price of our common stock.

Provisions in our certificate of incorporation and bylaws may have the effect of delaying or preventing a change of control or changes in our management, including provisions that:

- authorize our board of directors to issue, without further action by the stockholders, up to 10,000,000 shares of undesignated preferred stock;
- require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent;
- specify that special meetings of our stockholders can be called only by our board of directors, the chairman of the board, the chief executive officer or the president;
- establish an advance notice procedure for stockholder approvals to be brought before an annual meeting of our stockholders, including proposed nominations of persons for election to our board of directors;
- establish that our board of directors is divided into three classes, Class I, Class II, and Class III, with each class serving staggered three year terms;
- provide that our directors may be removed only for cause;
- provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- specify that no stockholder is permitted to cumulate votes at any election of directors; and
- require a super-majority of votes to amend certain of the above-mentioned provisions.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which limits the ability of stockholders owning in excess of 15% of our outstanding voting stock to merge or combine with us.

We will have broad discretion over the use of the proceeds to us from our “at the market” equity offering program and may apply the proceeds to uses that do not improve our operating results or the value of your securities.

We will have broad discretion to use the net proceeds to us from our “at the market” equity offering program, and investors will be relying solely on the judgment of our board of directors and management regarding the application of these proceeds. Although we expect to use the net proceeds from our “at the market” equity offering program for general corporate purposes and working capital, we have not allocated these net proceeds for specific purposes. Investors will not have the opportunity, as part of their investment decision, to assess whether the proceeds are being used appropriately. Our use of the proceeds may not improve our operating results or increase the value of the securities offered pursuant to the “at the market” equity offering program.

We have never paid cash dividends on our capital stock, and we do not anticipate paying any cash dividends in the foreseeable future.

We have paid no cash dividends on any of our classes of capital stock to date and currently intend to retain our future earnings to fund the development and growth of our business. In addition, we may become subject to covenants under future debt arrangements that place restrictions on our ability to pay dividends. As a result, capital appreciation, if any, of our common stock will be stockholders’ sole source of gain for the foreseeable future.

Risks Related to Our Outstanding 2.75% Senior Convertible Notes due 2034

Our outstanding 2.75% senior convertible notes due 2034 are effectively subordinated to our secured debt and any liabilities of our subsidiaries.

Our outstanding 2.75% senior convertible notes due 2034, which we refer to as our “notes”, rank:

- senior in right of payment to any of our indebtedness that is expressly subordinated in right of payment to the notes;
- equal in right of payment to all of our liabilities that are not so subordinated;
- effectively junior in right of payment to any of our secured indebtedness to the extent of the value of the assets securing such indebtedness; and
- structurally junior to all indebtedness and other liabilities (including trade payables) of our subsidiaries.

In February 2014, we completed our offering of notes with an aggregate outstanding principal amount of \$201.3 million. In the event of our bankruptcy, liquidation, reorganization, or other winding up, our assets that secure debt ranking senior in right of payment to the notes will be available to pay obligations on the notes only after the secured debt has been repaid in full from these assets, and the assets of our subsidiaries will be available to pay obligations on the notes only after all claims senior to the notes have been repaid in full. There may not be sufficient assets remaining to pay amounts due on any or all of the notes then outstanding. The indenture governing the notes does not prohibit us from incurring additional senior debt or secured debt, nor does it prohibit our subsidiaries from incurring additional liabilities.

We may still incur substantially more debt or take other actions which would intensify the risks discussed above.

We are not restricted under the terms of the indenture governing the notes from incurring additional debt, securing existing or future debt, recapitalizing our debt, or taking a number of other actions that are not limited by the terms of the indenture governing the notes that could have the effect of diminishing our ability to make payments on the notes when due. Any failure by us or any of our significant subsidiaries to make any payment at maturity of indebtedness for borrowed money in excess of \$15 million or the acceleration of any such indebtedness in excess of \$15 million would, subject to the terms of the indenture governing the notes, constitute a default under the indenture. If the repayment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the notes when required.

We may not have the ability to raise the funds necessary to repurchase the notes upon specified dates or upon a fundamental change, and our future debt may contain limitations on our ability to repurchase the notes.

Holders of the notes have the right to require us to repurchase all or a portion of their notes on certain dates or upon the occurrence of a fundamental change at a repurchase price equal to 100% of the principal amount of the notes to be repurchased, plus accrued and unpaid interest, if any. We may not have enough available cash or be able to obtain financing at the time we are required to make repurchases of notes surrendered therefor.

In addition, our ability to repurchase the notes may be limited by law, regulatory authority, or agreements governing our future indebtedness. Our failure to repurchase notes at a time when the repurchase is required by the indenture would constitute a default under the indenture. A default under the indenture or the fundamental change itself could also lead to a default under agreements governing our future indebtedness. If the repayment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the indebtedness and repurchase the notes when required.

Any conversions of the notes will dilute the ownership interest of our existing stockholders, including holders who had previously converted their notes.

Any conversion of some or all of the notes will dilute the ownership interests of our existing stockholders. Any sales in the public market of our common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock. In addition, the existence of the notes may encourage short selling by market participants because the conversion of the notes could depress the price of our common stock.

THE OFFER

1. Eligibility

An “Eligible Employee” refers to an active employee of Fluidigm or any of its subsidiaries (including our executive officers) who resides in or whose principal work location is in any of the Eligible Countries as of the start of the offer and through the Cancellation Date and the New Award Grant Date. The New Award Grant Date will be the same U.S. calendar day as the Cancellation Date.

If you do not satisfy all of the requirements of an Eligible Employee, including remaining employed with Fluidigm or its subsidiaries, or your principal work location or residence does not remain in an Eligible Country from the start of the offer through the New Award Grant Date, you will keep your current Eligible Options and they will vest and expire in accordance with their existing terms. If we do not extend the offer, the New Award Grant Date will be September 20, 2017. Except as otherwise provided by applicable law and/or any employment agreement or other service agreement between you and Fluidigm or its subsidiaries, your employment with Fluidigm or its subsidiaries will remain “at-will” and can be terminated by you or Fluidigm or its subsidiaries at any time, with or without cause or notice. In order to vest in your New Awards and receive or be able to exercise the Shares subject to your New Awards, you must remain an employee or service provider to Fluidigm or its subsidiaries through each relevant vesting date.

2. Number of New Awards; Expiration Date

Subject to the terms and conditions of this offer, we will accept for exchange Eligible Options held by Eligible Employees that have a per Share exercise price greater than US\$4.37 and greater than the closing price of a Share of our Common Stock on Nasdaq on the Expiration Date, whether vested or unvested, that are outstanding and unexercised as of the start of the Offering Period, remain outstanding and unexercised as of the Expiration Date, are properly elected to be exchanged, and are not validly withdrawn on or before the Expiration Date. In order to be eligible, options must be outstanding on the Expiration Date. For example, if a particular option expires during the Offering Period, that option is not eligible for exchange.

Any options that have a per Share exercise price equal to or below the greater of US\$4.37 and the closing price of a Share of our Common Stock on Nasdaq on the Expiration Date are not Eligible Options and therefore are not eligible to be exchanged in the offer.

Participation in this offer is completely voluntary. You may pick and choose which of your outstanding Eligible Option Grants you wish to exchange in the offer if you hold more than one Eligible Option Grant and you may choose to exchange one or more of your Eligible Option Grants without having to exchange all of your Eligible Option Grants. However, if you decide to participate in this offer to exchange an Eligible Option Grant, you must elect to exchange that entire Eligible Option Grant (that is, all Eligible Options subject to that Eligible Option Grant).

For example, if you hold (1) an Eligible Option Grant covering 1,000 Shares, 700 of which you have already exercised, (2) an Eligible Option Grant covering 1,000 Shares, and (3) an Eligible Option Grant covering 3,000 Shares, you may choose to exchange all three Eligible Option Grants, or any two of the three Eligible Option Grants, or any one of the three Eligible Option Grants, or none at all.

However, if you have an Eligible Option that is subject to a domestic relations order (or comparable legal document as the result of the end of a marriage) and a person who is not an Eligible Employee beneficially owns a portion of that Eligible Option Grant, you may accept this offer with respect to the entire remaining outstanding portion of the Eligible Option Grant as long as you are the legal owner of the Eligible Option. We will not accept partial tenders of option grants, so you may not accept this offer with respect to a portion of an Eligible Option Grant that is beneficially owned by you while rejecting it with respect to the portion beneficially owned by someone else. As you are the legal owner of the Eligible Options, we will respect an election to exchange such Eligible Option Grant pursuant to the offer that is made by you and accepted by us and we will not be responsible to you or the beneficial owner of the Eligible Option Grant for any action taken by you with respect to such Eligible Option Grant.

For example, if you are an Eligible Employee and you hold an Eligible Option Grant covering 3,000 Shares that is subject to a domestic relations order, one-third (1/3) of which is beneficially owned by your former spouse (that is, the portion covering 1,000 Shares), and you have exercised 600 of the remaining 2,000 Shares subject to the Eligible Option Grant not beneficially owned by your former spouse, then you may elect to exchange the outstanding portion of your Eligible Option Grant covering 2,400 Shares, including the portion covering the 1,000 Shares beneficially owned by your former spouse, or you may elect not to participate in the offer at all with respect to this Eligible Option Grant. These are your only choices with respect to this Eligible Option.

New Awards

Subject to the terms of this offer and upon our acceptance of your properly tendered Eligible Options, your Exchanged Options will be cancelled and you will be granted New Awards covering a lesser number of Shares than were subject to your Exchanged Options as of immediately before they were cancelled.

All Eligible Employees who properly tender an Eligible Option Grant pursuant to this offer that we accept will receive RSUs except that Eligible Employees who are Eligible Executives or Eligible Canada Employees will receive New Options. RSUs are promises by Fluidigm to issue Shares of Common Stock in the future provided that the vesting criteria are satisfied. You do not have to make any cash payment to Fluidigm to receive your RSUs or Shares of Common Stock upon the vesting of your RSUs. However, to the extent that we (or our subsidiary or other affiliate, as applicable) have a tax withholding obligation in connection with the vesting of the RSUs and issuance of Shares thereunder or otherwise, the tax withholding obligations will be satisfied in the manner specified in the 2011 Plan and award agreement between you and Fluidigm thereunder governing your RSU Grant, including any applicable country-specific sub-plans, appendices or addenda thereto. (See Section 9, "Source and amount of consideration; terms of New Awards" below.)

For Eligible Executives and Eligible Canada Employees, each New Option granted in the offer will be a nonstatutory stock option for U.S. tax purposes, regardless of whether the Exchanged Option that was cancelled in exchange for the New Option was an incentive stock option or a nonstatutory stock option for U.S. tax purposes. New Options will have a per Share exercise price equal to the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date and will vest in the future provided that the vesting criteria are satisfied. However, due to local laws for satisfying certain tax qualification requirements in France, it is possible that New Options granted to any Eligible France Employee may have a per Share exercise price greater than such closing price of a Share on the New Award Grant Date, as described further below. You do not have to make any cash payment to Fluidigm to receive your New Options, but will be required to pay the per Share exercise price of a New Option to receive a Share of Common Stock subject to your New Options. Additionally, to the extent that we (or our subsidiary or other affiliate, as applicable) have a tax withholding obligation in connection with the exercise of the New Options and issuance of Shares thereunder or otherwise, the tax withholding obligations will be satisfied in the manner specified in the 2011 Plan and the award agreement between you and Fluidigm thereunder governing the New Option Grant, including any applicable country-specific sub-plans, appendices or addenda. (See Section 9, "Source and amount of consideration; terms of New Awards" below.)

Note that there are special rules with respect to New Awards granted to Eligible Employees subject to tax in Singapore that participate in the offer. Fluidigm is seeking a tax ruling from the Inland Revenue Authority of Singapore (“IRAS”) to confirm the exchange of Eligible Options for New Awards for Eligible Employees subject to tax in Singapore is a tax-neutral event and no taxes are due as of the moment that Eligible Options are cancelled and New Awards are granted. For additional detail, see Section 15, “Material income tax consequences and certain other considerations for Eligible Employees who reside outside the U.S.” below and Schedule I to this Offer to Exchange.

Exchange Ratios

This offer is not a one-for-one exchange of your Eligible Options for New Awards. Eligible Options surrendered pursuant to the offer will be cancelled and exchanged for New Awards covering a lesser number of Shares than were subject to the corresponding Exchanged Options as of immediately before they were cancelled on the basis of an exchange ratio applied to the Exchanged Options on a grant-by-grant basis depending on the Exchanged Option Grant’s per Share exercise price. If you participate in the offer with respect to an Eligible Option Grant, you will receive a New Award Grant covering such lesser number of Shares.

The following table shows the exchange ratios that will be applied to your Exchanged Options to determine the number of New Awards subject to a New Award Grant you would receive pursuant to the offer (all dollar amounts in the table below are in U.S. dollars):

				Exchange Ratios	
				Number of Shares Subject to the Eligible Option Grant Exchanged for One RSU is:	Number of Shares Subject to the Eligible Option Grant Exchanged for a New Option Covering One Share is:
If the Per Share Exercise Price of an Eligible Option is:					
From:		To:			
\$	4.38	\$	4.99	2.56 to 1	1.32 to 1
\$	5.00	\$	5.99	2.65 to 1	1.33 to 1
\$	6.00	\$	6.99	2.70 to 1	1.40 to 1
\$	7.00	\$	7.99	2.94 to 1	1.51 to 1
\$	8.00	\$	8.99	3.50 to 1	1.90 to 1
\$	9.00	\$	9.99	3.60 to 1	2.00 to 1
\$	10.00	\$	10.99	3.70 to 1	2.20 to 1
\$	11.00	\$	11.99	3.81 to 1	2.50 to 1
\$	12.00	\$	12.99	*	*
\$	13.00	\$	13.99	6.18 to 1	3.19 to 1
\$	14.00	\$	14.99	6.68 to 1	3.45 to 1
\$	15.00	\$	15.99	7.00 to 1	3.63 to 1
\$	16.00	\$	16.99	7.13 to 1	3.70 to 1
\$	17.00	\$	17.99	7.22 to 1	3.90 to 1
\$	18.00	\$	18.99	7.77 to 1	4.01 to 1
\$	19.00	\$	19.99	7.84 to 1	4.10 to 1
\$	20.00	\$	20.99	7.90 to 1	4.19 to 1
\$	21.00	\$	21.99	7.95 to 1	4.22 to 1
\$	22.00	\$	22.99	*	*

If the Per Share Exercise Price of an Eligible Option is:				Exchange Ratios	
				Number of Shares Subject to the Eligible Option Grant Exchanged for One RSU is:	Number of Shares Subject to the Eligible Option Grant Exchanged for a New Option Covering One Share is:
From:		To:			
\$	23.00	\$	23.99	8.00 to 1	4.25 to 1
\$	24.00	\$	24.99	*	*
\$	25.00	\$	25.99	8.10 to 1	4.35 to 1
\$	26.00	\$	26.99	*	*
\$	27.00	\$	27.99	8.30 to 1	4.59 to 1
\$	28.00	\$	28.99	8.40 to 1	4.65 to 1
\$	29.00	\$	29.99	8.80 to 1	4.75 to 1
\$	30.00	\$	30.99	*	*
\$	31.00	\$	31.99	9.50 to 1	4.80 to 1
\$	32.00	\$	32.99	9.60 to 1	4.90 to 1
\$	33.00	\$	33.99	9.75 to 1	5.00 to 1
\$	34.00	\$	34.99	*	*
\$	35.00	\$	35.99	*	*
\$	36.00	\$	36.99	*	*
\$	37.00	\$	37.99	9.85 to 1	5.05 to 1
\$	38.00	\$	38.99	10.00 to 1	5.70 to 1
\$	39.00	\$	39.99	*	*
\$	40.00	\$	40.99	*	*
\$	41.00	\$	41.99	11.00 to 1	5.79 to 1
\$	42.00	\$	42.99	*	*
\$	43.00	\$	43.99	11.50 to 1	6.00 to 1
\$	44.00	\$	44.99	*	*
\$	45.00	\$	45.99	*	*
\$	46.00	\$	46.99	12.00 to 1	7.00 to 1
\$	47.00	\$	47.99	12.50 to 1	9.09 to 1

* Not applicable.

The exchange ratios apply to each of your Eligible Option Grants separately based on the per Share exercise price of each such Eligible Option Grant. This means that the various Eligible Option Grants you hold may be subject to different exchange ratios. An Eligible Option Grant that is surrendered pursuant to the offer will be cancelled and exchanged for a New Award Grant covering a lesser number of Shares than were subject to the corresponding Exchanged Options as of immediately before they were cancelled equal to: (a) the number of Shares underlying the Exchanged Option Grant, divided by (b) the applicable exchange ratio, with any resulting fraction rounded up to the nearest whole Share, on a grant-by-grant basis.

Please refer to the personalized information regarding each Eligible Option Grant you hold available via the offer website that lists: the grant date of the Eligible Option Grant; the per Share exercise price of the Eligible Option Grant; the total, vested, and unvested numbers of underlying Shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date); whether any New Awards granted to you in the offer would be RSUs or New Options; and the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant. If you are unable to access your personalized information regarding each Eligible Option Grant you hold, you may contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or phone at +1-408-582-4544.

Example 1

Assume that you are an Eligible Employee (other than an Eligible Executive or Eligible Canada Employee) and that you hold an Eligible Option Grant covering 3,000 Shares with an exercise price of US\$23.00 per Share. If you exchange this Eligible Option Grant pursuant to the offer, then on the New Award Grant Date you will receive an RSU Grant covering 375 Shares. This is equal to the 3,000 Shares subject to your Eligible Option Grant divided by 8.00 (the applicable exchange ratio for this Eligible Option Grant when exchanged for an RSU Grant).

Example 2

Assume that you are an Eligible Employee (other than an Eligible Executive or Eligible Canada Employee) and that you hold an Eligible Option Grant covering 2,000 Shares with an exercise price of US\$15.00 per Share. If you exchange this Eligible Option Grant pursuant to the offer, then on the New Award Grant Date you will receive an RSU Grant covering 286 Shares. This is equal to the 2,000 Eligible Options subject to your Eligible Option Grant divided by 7.00 (the applicable exchange ratio for this Eligible Option Grant when exchanged for a New Option Grant), rounded up to the nearest whole Share.

Example 3

Assume that you are an Eligible Executive (other than an Eligible France Employee) or Eligible Canada Employee and that you hold an Eligible Option Grant covering 1,000 Shares with an exercise price of US\$15.00 per Share. If you exchange this Eligible Option Grant pursuant to the offer, then on the New Award Grant Date you will receive a New Option Grant covering 276 Shares. This is equal to the 1,000 Eligible Options subject to your Eligible Option Grant divided by 3.63 (the applicable exchange ratio for this Eligible Option Grant when exchanged for a New Option Grant), rounded up to the nearest whole Share. Your New Options will have a per Share exercise price equal to the closing price of one Share of Common Stock on Nasdaq on the New Award Grant Date.

All New Awards will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto. The forms of New Award agreements under the 2011 Plan and applicable sub-plans, appendices, or addenda thereto are filed as exhibits to the Schedule TO with which this Offer to Exchange has been filed and are available on the SEC website at www.sec.gov. In addition, a copy of the 2011 Plan has been filed and is available on the SEC website at www.sec.gov. (See Section 9, "Source and amount of consideration; terms of New Awards," below.)

The Expiration Date for this offer will be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. We may extend the Expiration Date at our discretion. If we extend the offer, the term "Expiration Date" will refer to the time and date at which the extended offer expires. See Section 15 of this Offer to Exchange for a description of our rights to extend, terminate and amend the offer.

3. Purposes of the offer

We believe that this offer will foster retention of valuable employees of Fluidigm and its subsidiaries, provide meaningful incentive to them, and better align the interests of employees with the interests of our stockholders to maximize stockholder value.

Equity awards are an essential component of our long-term incentive compensation program because they allow us to provide competitive employee compensation and incentives, which enable us to recruit the talented employees necessary to successfully develop and market our products. Our stock price had generally increased during the period from our IPO in February 2011 to early March 2014, when our stock price was just under \$49.00. However, since the middle of April 2015 (at which time our stock price was just under \$45.00), our stock price has consistently declined. Since January 2016, our stock price has traded between under \$3.00 and just under \$11.00. As a result of our stock price decline, a large number of our employees hold options that are substantially “underwater” (which means that the per Share exercise prices of the options are higher than the current market price of our Common Stock). As of August 14, 2017, the weighted average exercise price per Share of options held by our employees was US\$13.30, while the closing price for our Common Stock was \$3.61. As of that date, approximately 98.4% of the outstanding options held by our employees were underwater. These underwater options have reduced retention or incentive value to our employees but continue to contribute to equity award overhang by approximately 2,477,320 Shares. In addition, under applicable accounting rules, we must continue to recognize compensation expense related to these options while they are outstanding, even if they are never exercised.

The competition for the highly skilled and educated employees that we rely on is intense, and equity awards are an important part of our employees’ total compensation and our ability to recruit and retain employees. For options to serve their intended purposes, they need to have per Share exercise prices at least near the current price of a Share of our Common Stock. Substantially underwater options therefore do not provide sufficient employee retention and motivation value. Failing to address the underwater option issue in the near to medium term will thus make it more difficult for us to retain our key employees. If we cannot retain these employees, our business, results of operations and future stock price could be adversely affected. We believe that offering to replace underwater options with new equity awards will aid in both retaining and motivating employees because the new equity awards will be more likely to deliver value to our employees. Also, the new equity awards will further promote employee retention because the vesting periods of the new equity awards generally will exceed the remaining vesting periods of the surrendered options. We believe that replacing the underwater options with new equity awards will be more effective in retaining and incentivizing employees than providing additional cash compensation, which could adversely affect our business. Further, because Eligible Employees having a title of Vice President or above, including our executive officers, who participate in the offer and exchange their Eligible Options will receive New Awards in the form of New Options, they will receive value for their new equity awards only based on our positive stock price performance. Eligible Canada Employees who participate in the offer and exchange their Eligible Options also will receive New Awards in the form of New Options.

Except as otherwise disclosed in this offer or in our SEC filings, we presently have no plans, proposals, or active negotiations that relate to or would result in:

- Any extraordinary transaction, such as a merger, reorganization or liquidation, involving Fluidigm;
- Any purchase, sale or transfer of a material amount of our assets;

- Any material change in our present dividend rate or policy, or our indebtedness or capitalization;
- Any change in our present board of directors or management, including, but not limited to, any plans or proposals to change the number or term of directors or to fill any existing board vacancies or to change any named executive officer's material terms of employment;
- Any other material change in our corporate structure or business;
- Our Common Stock being delisted from Nasdaq or not being authorized for quotation in an automated quotation system operated by a national securities association;
- Our Common Stock becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;
- The suspension of our obligation to file reports pursuant to Section 15(d) of the Exchange Act;
- The acquisition by any person of a material amount of our securities or the disposition of a material amount of any of our securities; or
- Any change in our articles of incorporation or bylaws, or any actions that may impede the acquisition of control of us by any person.

Neither we nor our board of directors makes any recommendation as to whether you should accept this offer, nor have we authorized any person to make any such recommendation. You should evaluate carefully all of the information in this offer and consult your investment and tax advisers. You must make your own decision about whether to participate in this offer.

4. Procedures for electing to exchange Eligible Options

Proper election to exchange options.

Participation in this offer is voluntary. If you are an Eligible Employee, at the start of the offer you will have received a launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer. If you want to participate in the offer, you must make an election via the process outlined below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017. If you do not want to participate, then no action is necessary.

Elections via the Offer Website (Other than Eligible France Employees and Eligible Italy Employees)

1. To submit an election via the offer website, click on the link to the offer website in the launch email you received from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, or go to the offer website at <https://fluidigm.equitybenefits.com>. Log in to the offer website using the login instructions provided to you in the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer (or if you previously logged into the offer website, your updated login credentials).

2. After logging in to the offer website, review the information and proceed through to the Make My Elections page. You will be provided with personalized information regarding each Eligible Option Grant you hold, including:

- the grant date of the Eligible Option Grant;
- the per Share exercise price of the Eligible Option Grant;
- the total, vested, and unvested numbers of underlying Shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date);
- whether any New Awards granted to you in the offer would be RSUs or New Options; and
- the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.

Although Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), they can access their Eligible Option Grant schedule and the Breakeven Calculator via the offer website.

3. On the Make My Elections page, make the appropriate selection next to each of your Eligible Option Grants to indicate which Eligible Option Grants you choose to exchange in the offer by selecting “Yes” or choose not to exchange in the offer by selecting “No.”

4. Proceed through the offer website by following the instructions provided. Review your election form and confirm that you are satisfied with your election form. After reviewing, acknowledging and agreeing to the terms and conditions stated on the Submit My Elections page and in the offer documents, submit your election form. If you do not acknowledge and agree to the terms and conditions, you will not be permitted to submit your election.

5. Upon submitting your election form, a confirmation statement will be generated by the offer website. Please print and keep a copy of the confirmation statement for your records. At this point, you will have completed the election process.

You also can review your Eligible Option Grants in the “Breakeven Calculator,” which has been provided to you as a convenience for purposes of making limited mathematical calculations regarding the potential amount that could be received from an Eligible Option Grant or a New Award Grant to be granted pursuant to the offer if you choose to exchange an Eligible Option Grant. The Breakeven Calculator does not take into account all of the factors that you should consider in deciding whether to participate in the offer. For example, the Breakeven Calculator does not account for vesting. Note that you will be able to profit from a New Award only if it actually vests. Therefore, even if the Breakeven Calculator shows that the potential profit on a New Award Grant is greater than for an Eligible Option Grant at the assumed prices you enter, you would be able to profit from a New Award only if it actually vests. In addition, this Breakeven Calculator does not take into consideration the difference in taxation between RSUs and options or different types of options (such as incentive stock options versus nonstatutory stock options for U.S. tax purposes). Note further, that because of the rounding resulting from fractional Shares, the values shown could be higher or lower than the actual result.

Elections by Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer.

2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.

We must receive your properly completed and submitted election form on or before the Expiration Date. The Expiration Date will be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer.

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may submit your election by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) by following the instructions provided above. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

If you elect to exchange any Eligible Option Grant in this offer, you must elect to exchange all Eligible Options subject to that Eligible Option Grant. If you hold more than one Eligible Option Grant, however, you may choose to exchange one or more of such Eligible Option Grants without having to exchange all of your Eligible Option Grants. To help you recall your Eligible Option Grants and give you the information necessary to make an informed decision, please refer to the personalized information regarding each Eligible Option Grant you hold available via the offer website that lists: the grant date of the Eligible Option Grant; the per Share exercise price of the Eligible Option Grant; the total, vested, and unvested numbers of underlying Shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date); whether any New Awards granted to you in the offer would be RSUs or New Options; and the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.

The Eligible Option Grant schedule is available via the offer website to all Eligible Employees, including Eligible France Employees and Eligible Italy Employees. If you need an election form or other offer documents or are unable to access your personalized information regarding each Eligible Option Grant you hold, you may contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or phone at +1-408-582-4544.

This is a one-time offer, and we will strictly enforce the Offering Period. We reserve the right to reject any election to exchange options that we determine is not in the appropriate form or that we determine is unlawful to accept. Subject to the terms and conditions of this offer, we will accept all properly tendered Eligible Options promptly after the expiration of this offer.

We may extend the Offering Period. If we extend the Offering Period, we will issue a press release, email or other communication disclosing the extension no later than 6:00 a.m., U.S. Pacific Time, on the U.S. business day following the previously scheduled Expiration Date.

Your election to participate becomes irrevocable after 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless the Offer Period is extended past that time, in which case your election will become irrevocable after the new Expiration Date. Due to certain requirements under U.S. securities laws, an exception to this rule is that if we have not accepted your properly tendered options by 9:00 p.m., U.S. Pacific Time, on October 19, 2017 (which is the 40th U.S. business day following the commencement of the offer), you may withdraw your options at any time thereafter but prior to our acceptance.

You may change your mind after you have submitted an election form and withdraw from the offer at any time on or before the Expiration Date, as described in Section 5. You may change your mind as many times as you wish, but you will be bound by the properly submitted election form we receive last on or before the Expiration Date. You also may change your mind about which of your Eligible Option Grants you wish to have exchanged. If you wish to include more or fewer Eligible Option Grants in your election, you must complete and submit a new election form on or before the Expiration Date by following the procedures described in Section 5. This new election form must be properly completed, signed (electronically or otherwise) and dated after any prior election forms you have submitted and must list all Eligible Option Grants you wish to exchange. Any prior election form will be disregarded. If you wish to withdraw some or all of the Eligible Options you elected for exchange, you may do so at any time on or before the Expiration Date by following the procedures described in Section 5.

Your delivery of all documents regarding the offer, including election forms, is at your own risk. If you are permitted to and submit your election form via the offer website, a confirmation statement will be generated by the offer website at the time that you complete and submit your election form. You should print and keep a copy of the confirmation statement for your records. The printed confirmation statement will provide evidence that you submitted your election form. If you submit your election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), we intend to confirm the receipt of your election form by email within two (2) U.S. business days after receiving your election form. If you do not receive a confirmation, it is your responsibility to confirm that we have received your election form. You should contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. Note that if you submit any election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) within the last two (2) U.S. business days prior to the expiration of the offer, time constraints may prevent Fluidigm from providing a confirmation by email prior to the expiration of the offer. If you submit your election form by mail (or other post) or Federal Express (or similar delivery service), postmark alone on or before the Expiration Date is insufficient for acceptance by us.

Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (other than Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, our Head of Total Rewards (Global), will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery are not permitted. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). We will not accept delivery of any election after expiration of this offer.

Our receipt of your election form is not by itself an acceptance of your Eligible Options for exchange. For purposes of this offer, we will be deemed to have accepted Eligible Options for exchange that are validly elected to be exchanged and are not properly withdrawn as of the time when we give oral or written notice to the option holders generally of our acceptance of options for exchange. We may issue this notice of acceptance by press release, email or other form of communication. Eligible Options accepted for exchange will be cancelled on the Cancellation Date, which we presently expect will be September 20, 2017.

Determination of validity; rejection of options; waiver of defects; no obligation to give notice of defects.

We will determine, in our discretion, all questions about the validity, form, eligibility (including time of receipt) and acceptance of any Eligible Options. Our determination of these matters will be given the maximum deference permitted by law. However, you have all rights accorded to you under applicable law to challenge such determination in a court of competent jurisdiction. Only a court of competent jurisdiction can make a determination that will be final and binding upon the parties. We reserve the right to reject any election of any option tendered for exchange that we determine is not in an appropriate form or that we determine is unlawful to accept. We will accept all properly tendered Eligible Options that are not validly withdrawn, subject to the terms of this offer. We also reserve the right to waive any of the conditions of the offer or any defect or irregularity in any tender of any particular options or for any particular option holder, provided that if we grant any such waiver, it will be granted with respect to all option holders and tendered options in a uniform and nondiscriminatory manner. No tender of options will be deemed to have been made properly until all defects or irregularities have been cured or waived by us. We have no obligation to give notice of any defects or irregularities in any election and we will not incur any liability for failure to give any such notice. This is a one-time offer. We will strictly enforce the Offering Period, subject only to an extension that we may grant in our discretion.

Our acceptance constitutes an agreement.

Your election to exchange options through the procedures described above constitutes your acceptance of the terms and conditions of this offer. **Our acceptance of your Eligible Options for exchange will constitute a binding agreement between Fluidigm and you upon the terms and subject to the conditions of this offer.**

5. Withdrawal rights and change of election

You may change an election you previously made with respect to some or all of your Eligible Option Grants, including an election to withdraw all of your Eligible Option Grants from this offer, only in accordance with the provisions of this section. You may change your mind after you have submitted an election and withdraw some or all of your elected Eligible Options from the offer at any time before the Expiration Date. The Expiration Date currently is expected to be September 20, 2017, at 9:00 p.m., U.S. Pacific Time. If we extend the Expiration Date, you may change or withdraw your election of tendered options at any time until the extended offer expires. In addition, although we intend to accept all validly tendered Eligible Options promptly after the expiration of this offer, due to certain requirements under U.S. securities laws, if we have not accepted your options by 9:00 p.m., U.S. Pacific Time, on October 19, 2017 (which is the 40th U.S. business day following the commencement of the offer), you may withdraw your options at any time thereafter up to such time as Fluidigm does accept your properly tendered options.

To change an election you previously made with respect to some or all of your Eligible Option Grants, including an election to withdraw all of your Eligible Option Grants from this offer, you must deliver a valid new election form indicating only the Eligible Option Grants you wish to exchange in the offer or a valid new election form indicating that you reject the offer with respect to all of your Eligible Options, by completing the election process outlined below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017.

Election Changes and Withdrawals via the Offer Website (Other than Eligible France Employees and Eligible Italy Employees)

1. Log in to the offer website using your login credentials and via the link provided in the launch email you received from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, or go to the offer website at <https://fluidigm.equitybenefits.com>.

2. After logging in to the offer website, review the information and proceed through to the Make My Elections page, where you will find personalized information regarding each Eligible Option Grant you hold, including:

- the grant date of the Eligible Option Grant;
- the per Share exercise price of the Eligible Option Grant;
- the total, vested, and unvested numbers of underlying Shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date);
- whether any New Awards granted to you in the offer would be RSUs or New Options; and
- the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.

3. On the Make My Elections page, make the appropriate selection next to each of your Eligible Option Grants to indicate which Eligible Option Grants you choose to exchange in the offer by selecting “Yes” or choose not to exchange in the offer by selecting “No.”

4. Proceed through the offer website by following the instructions provided. Review your election form and confirm that you are satisfied with your election form. After reviewing, acknowledging and agreeing to the terms and conditions stated on the Submit My Elections page and in the offer documents, submit your election form. If you do not acknowledge and agree to the terms and conditions, you will not be permitted to submit your election.

5. Upon submitting your election form, a confirmation statement will be generated by the offer website. Please print and keep a copy of the confirmation statement for your records. At this point, you will have completed the process for changing your previous election or withdrawing from participation in the offer.

Election Changes and Withdrawals via Email (or PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer.

2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may submit your election by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) by following the instructions provided above. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

General Information:

You may change your mind as many times as you wish, but you will be bound by the properly submitted election form we receive last on or before the Expiration Date. Any options with respect to which you do not revise your election will be bound to your prior election.

If you change your election to withdraw some or all of your Eligible Option Grants, you may elect later to exchange the withdrawn Eligible Option Grants again at any time on or before the Expiration Date. All Eligible Option Grants that you withdraw will be deemed not properly tendered for purposes of the offer, unless you subsequently properly elect to exchange such Eligible Option Grants on or before the Expiration Date. To reelect to exchange some or all of your Eligible Option Grants, you must submit a new election form to Fluidigm on or before the Expiration Date by following the procedures described in Section 4 of this Offer to Exchange. This new election form must be properly completed, signed (electronically or otherwise) and dated after your previously-submitted election form and must list all Eligible Option Grants you wish to exchange. Upon our receipt of your properly completed, signed (electronically or otherwise) and dated election form, any prior election form will be disregarded in its entirety and will be considered replaced in full by the new election form. **Each time you make an election on the Fluidigm offer website, please be sure to make an election with respect to each of your Eligible Option Grants.**

Neither we nor any other person is obligated to give you notice of any defects or irregularities in any election, nor will anyone incur any liability for failure to give any such notice. We will determine, in our discretion, all questions about the validity, form, eligibility (including time of receipt) and acceptance of any Eligible Options. Our determination of these matters will be given the maximum deference permitted by law. However, you have all rights accorded to you under applicable law to challenge such determination in a court of competent jurisdiction. Only a court of competent jurisdiction can make a determination that will be final and binding upon the parties.

Your delivery of all documents regarding the offer, including election forms, is at your own risk. If you are permitted to and submit your election form via the offer website, a confirmation statement will be generated by the offer website at the time that you complete and submit your election form. You should print and keep a copy of the confirmation statement for your records. The printed confirmation statement will provide evidence that you submitted your election form. If you submit your election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), we intend to confirm the receipt of your election form by email within two (2) U.S. business days after receiving your election form. If you do not receive a confirmation, it is your responsibility to confirm that we have received your election form. You should contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. Note that if you submit any election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) within the last two (2) U.S. business days prior to the expiration of the offer, time constraints may prevent Fluidigm from providing a confirmation by email prior to the expiration of the offer. If you submit your election form by mail (or other post) or Federal Express (or similar delivery service), postmark alone on or before the Expiration Date is insufficient for acceptance by us.

6. Acceptance of options for exchange and issuance of New Awards

Upon the terms and conditions of this offer and promptly following the Expiration Date, we will accept for exchange and cancel all Eligible Options properly elected for exchange and not validly withdrawn on or before the Expiration Date. Once the Eligible Options are cancelled, you no longer will have any rights with respect to those Eligible Options. Subject to the terms and conditions of this offer, if your Eligible Options are properly tendered by you for exchange and accepted by us, these Eligible Options will be cancelled as of the Cancellation Date, which we anticipate to be September 20, 2017.

For purposes of the offer, we will be deemed to have accepted Eligible Options for exchange that are validly tendered and are not properly withdrawn as of the expiration of the offer and the Cancellation Date. Promptly following the Expiration Date and Cancellation Date, we will give oral or written notice to the option holders generally of our acceptance for exchange of the Eligible Options. This notice may be made by press release, email or other method of communication. Subject to our rights to terminate the offer, discussed in Section 16 of this Offer to Exchange, we currently expect that we will accept promptly after the expiration of this offer all properly tendered Eligible Options that are not validly withdrawn.

We will grant the New Awards on the New Award Grant Date, which is the same U.S. calendar day as the Cancellation Date. We expect the New Award Grant Date to be September 20, 2017. Each New Award will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto. The number of New Awards you will receive will be determined in accordance with the per Share exercise price of your Exchanged Options as described in Section 2 of this Offer to Exchange. Promptly after the Expiration Date, we will send you your New Award agreement(s) (including any applicable country-specific sub-plans, appendices or addenda). If you receive RSUs in exchange for your Eligible Options, you will receive the Shares subject to the RSUs if and when your RSUs vest in accordance with the vesting schedule described in Section 9 of this Offer to Exchange. If you receive New Options in exchange for your Exchanged Options, you will be able to exercise your New Options if and when your New Options vest, in accordance with the vesting schedule described in Section 9 of this Offer to Exchange.

Options that we do not accept for exchange will remain outstanding until they are exercised or cancelled or expire by their terms and will retain their current exercise price, vesting schedule, and other terms.

7. Conditions of the offer

Notwithstanding any other provision of this offer, we will not be required to accept any options tendered for exchange, and we may terminate the offer, or postpone our acceptance and cancellation of any options tendered for exchange, in each case, subject to Rule 13e-4(f)(5) under the Exchange Act, if at any time on or after the date this offer begins, and before the Expiration Date, any of the following events has occurred, or has been determined by us, in our reasonable judgment, to have occurred:

- There will have been threatened in writing or instituted or be pending any action, proceeding or litigation seeking to enjoin, make illegal or delay completion of the offer or otherwise relating in any manner, to the offer;
- Any order, stay, judgment or decree is issued by any court, government, governmental authority or other regulatory or administrative authority and is in effect, or any statute, rule, regulation, governmental order or injunction will have been proposed, enacted, enforced or deemed applicable to the offer, any of which might restrain, prohibit or delay completion of the offer or impair the contemplated benefits of the offer to us (see Section 3 of this Offer to Exchange, “Purposes of the offer,” for a description of the contemplated benefits of the offer to us);
- There will have occurred:
 - any general suspension of trading in, or limitation on prices for, our securities on any national securities exchange or in an over-the-counter market in the United States,
 - the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States,
 - any limitation, whether or not mandatory, by any governmental, regulatory or administrative agency or authority on, or any event that, in our reasonable judgment, might affect the extension of credit to us by banks or other lending institutions in the United States,
 - in our reasonable judgment, any extraordinary or material adverse change in U.S. financial markets generally, including, a decline of at least 10% in either the Dow Jones Industrial Average or the Standard & Poor’s 500 Index from the date of commencement of this offer,
 - the commencement, continuation, or escalation of a war or other national or international calamity directly or indirectly involving the United States, which reasonably could be expected to affect materially or adversely, or to delay materially, the completion of the offer, or

- if any of the situations described above existed at the time of commencement of the offer and that situation, in our reasonable judgment, deteriorates materially after commencement of the offer;
- A tender or exchange offer, other than this offer by us, for some or all of our Shares of outstanding Common Stock, or a merger, acquisition or other business combination proposal involving us, will have been proposed, announced or made by another person or entity or will have been disclosed publicly or we will have learned that:
 - any person, entity or “group” within the meaning of Section 13(d)(3) of the Exchange Act acquires more than 5% of our outstanding Common Stock, other than a person, entity or group which had publicly disclosed such ownership with the SEC prior to the date of commencement of the offer,
 - any such person, entity or group which had publicly disclosed such ownership prior to such date will acquire additional Common Stock constituting more than 1% of our outstanding Shares, or
 - any new group will have been formed that beneficially owns more than 5% of our outstanding Common Stock that in our judgment in any such case, and regardless of the circumstances, makes it inadvisable to proceed with the offer or with such acceptance for exchange of Eligible Options;
- There will have occurred any change, development, clarification or position taken in generally accepted accounting principles that could or would require us to record for financial reporting purposes compensation expense against our earnings in connection with the offer, other than as contemplated as of the commencement date of this offer (as described in Section 12 of this Offer to Exchange);
- Any event or events occur that have resulted or are reasonably likely to result, in our reasonable judgment, in a material adverse change in our business or financial condition;
- Any event or events occur that have resulted or may result, in our reasonable judgment, in a material impairment of the contemplated benefits of the offer to us (see Section 3 of this Offer to Exchange, “Purposes of the offer,” for a description of the contemplated benefits of the offer to us); or
- Any rules or regulations by any governmental authority, Nasdaq, or other regulatory or administrative authority or any national securities exchange have been enacted, enforced, or deemed applicable to Fluidigm that have resulted or may result, in our reasonable judgment, in a material impairment of the contemplated benefits of the offer to us (See Section 3 of this Offer to Exchange, “Purposes of the offer,” for a description of the contemplated benefits of the offer to us).

If any of the above events occur, we may:

- terminate the offer and promptly return all tendered Eligible Options to tendering holders;

- complete and/or extend the offer and, subject to your withdrawal rights, retain all tendered Eligible Options until the extended offer expires;
- amend the terms of the offer; or
- waive any unsatisfied condition and, subject to any requirement to extend the period of time during which the offer is open, complete the offer.

The conditions to this offer are for our benefit. We may assert them in our discretion before the Expiration Date regardless of the circumstances giving rise to them. We may waive any condition, in whole or in part, at any time and from time to time before the Expiration Date, in our discretion, whether or not we waive any other condition to the offer. Any such waiver will apply to all Eligible Employees in a uniform and nondiscretionary manner. Our failure at any time to exercise any of these rights will not be deemed a waiver of any such rights, but will be deemed a waiver of our ability to assert the condition that was triggered with respect to the particular circumstances under which we failed to exercise our rights. Any determination we make concerning the events described in this Section 7 will be given the maximum deference permitted by law. However, you have all rights accorded to you under applicable law to challenge such determination in a court of competent jurisdiction. Only a court of competent jurisdiction can make a determination that will be final and binding upon the parties.

8. Price range of Shares underlying the options

The Fluidigm Common Stock that underlies your options is traded on Nasdaq under the symbol “FLDM.” The following table shows, for the periods indicated, the high and low closing sales prices per Share of our Common Stock as reported by Nasdaq.

	High	Low
Fiscal Year Ending December 31, 2017		
Third Quarter (through August 14, 2017)	\$ 4.24	\$ 2.71
Second Quarter	\$ 5.95	\$ 3.66
First Quarter	\$ 8.33	\$ 4.90
Fiscal Year Ending December 31, 2016		
Fourth Quarter	\$ 8.12	\$ 4.34
Third Quarter	\$ 10.72	\$ 7.88
Second Quarter	\$ 10.91	\$ 8.20
First Quarter	\$ 10.12	\$ 5.47
Fiscal Year Ended December 31, 2015		
Fourth Quarter	\$ 11.95	\$ 7.38
Third Quarter	\$ 23.60	\$ 8.11
Second Quarter	\$ 44.47	\$ 23.39
First Quarter	\$ 45.54	\$ 33.27

On August 22, 2017, the last reported sale price of our Common Stock, as reported by Nasdaq, was US\$3.55 per Share.

You should evaluate current market quotes for our Common Stock, among other factors, before deciding whether or not to accept this offer.

9. Source and amount of consideration; terms of New Awards

Consideration.

We will issue New Awards in exchange for Eligible Options properly elected to be exchanged by you and accepted by us for such exchange. All Eligible Employees who properly tender an Eligible Option Grant pursuant to this offer will receive RSUs, or with respect to Eligible Executives and Eligible Canada Employees, New Options. RSUs are equity awards under which Fluidigm promises to issue Common Stock in the future, provided that the vesting criteria are satisfied. Options are equity awards under which the holder can purchase Shares of Common Stock for a predetermined exercise price, provided that the vesting criteria are satisfied.

Subject to the terms and conditions of this offer, upon our acceptance of your properly tendered Eligible Options, you will be entitled to receive New Awards based on the exercise price of your Exchanged Options as described in Section 2 of this Offer to Exchange. New Awards will be unvested as of the New Award Grant Date and will be subject to a new vesting schedule as described below under "Vesting." If you receive RSUs, you do not have to make any cash payment to Fluidigm to receive RSUs or the Common Stock upon the vesting of your RSUs. If you receive New Options, you do not have to make any cash payment to Fluidigm to receive your New Options, but you will be required to pay the per Share exercise price of your New Options to receive any Share of Common Stock subject to your New Options.

If we receive and accept tenders from Eligible Employees of all options eligible to be tendered (a total of options to purchase 2,352,308 Shares outstanding as of August 14, 2017) subject to the terms and conditions of this offer, we will grant RSUs covering a total of approximately 122,776 Shares of Common Stock, or approximately 0.32% of the total Shares of Common Stock outstanding as of August 14, 2017, and New Options covering a total of approximately 941,767 Shares of Common Stock, or approximately 2.44% of the total Shares of Common Stock outstanding as of August 14, 2017.

General terms of New Awards.

New Awards will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices.

The terms and conditions of the New Awards will vary from the terms and conditions of the Eligible Options that you tendered for exchange. RSUs are a different type of equity award from options. Therefore, if you are issued RSUs, the terms and conditions of your RSUs necessarily will be different from your Exchanged Options. If you are issued New Options, many of the terms and conditions of your New Options will remain the same, but certain key terms and conditions of your New Options will vary from the terms and conditions of your Exchanged Options.

Each of your New Awards will be subject to a new vesting schedule (even if some or all of your Exchanged Options already were vested immediately before they were cancelled in the offer, as described in more detail below). New Options granted to an Eligible Employee other than an Eligible France Employee will have a per Share exercise price equal to the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date. However, due to local laws for satisfying certain tax qualification requirements in France, it is possible that New Options granted to any Eligible France Employee may have a per Share exercise price greater than such closing price of a Share on the New Award Grant Date, as described further below. New Options will have a maximum term of ten years from the New Award Grant Date (or with respect to a New Option granted to an Eligible France Employee, nine and one-half years as specified in the applicable country-specific sub-plan). Each New Option will be a nonstatutory stock option for U.S. tax purposes. Any Shares subject to New Awards that do not vest before the New Awards expire will be forfeited to Fluidigm and never will vest. As a result, you will not receive any value from that unvested part of your New Awards.

You will not have any of the rights or privileges of a stockholder of Fluidigm as to the Shares associated with your New Awards until you are issued the Shares. Shares subject to the New Awards will be issued if and when the applicable portion of the New Award Grant vests and, with respect to New Option Grants, after you have exercised such portion. Once you have been issued the Shares of Common Stock, you will have all of the rights and privileges of a stockholder with respect to those Shares, including the right to vote and to receive dividends, if any. Each New Award granted to an Eligible Employee, other than an Eligible Executive or Eligible Canada Employee, will be an RSU. Each New Award granted to an Eligible Executive or Eligible Canada Employee will be a New Option. Each New Option will be a nonstatutory stock option for U.S. tax purposes, regardless of whether the Exchanged Option that was cancelled in exchange for the New Option was an incentive stock option or a nonstatutory stock option for U.S. tax purposes.

The following description summarizes the material terms of the 2011 Plan. Our statements in this Offer to Exchange concerning the 2011 Plan and the New Awards are merely summaries and do not purport to be complete. The statements are subject to, and are qualified in their entirety by reference to, the 2011 Plan and the forms of New Award agreements under the 2011 Plan, which are available on the SEC website at www.sec.gov. The forms of New Award agreements under the 2011 Plan and applicable sub-plans, appendices, or addenda thereto are filed as exhibits to the Schedule TO with which this Offer to Exchange has been filed and are available on the SEC website at www.sec.gov. In addition, a copy of the 2011 Plan is available on the SEC website at www.sec.gov. To receive a copy of the 2011 Plan and/or the forms of New Award agreements, you should contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. We will promptly furnish to you copies of these documents upon request at our expense.

2011 Equity Incentive Plan

The 2011 Plan permits the granting of options, restricted stock, restricted stock units, performance units, performance shares, and stock appreciation rights. As of August 14, 2017, the total number of Shares of Common Stock subject to outstanding awards under the 2011 Plan was 4,162,464, including 3,018,231 shares of our common stock issuable upon exercise of outstanding options and 1,144,233 issuable upon settlement of outstanding restricted stock units. The maximum number of Shares available for future issuance under the 2011 Plan following the closing of the offer depends on the actual participation in the offer by Eligible Employees. In the event of 100% participation in the exchange program, we anticipate having a total of approximately 3,829,652 Shares of Common Stock authorized for the issuance of awards under the 2011 Plan after the Expiration Date, of which approximately 1,064,543 would be available for the issuance of new awards. The 2011 Plan is administered by the compensation committee of our board of directors, which we refer to as the administrator. Subject to the other provisions of the 2011 Plan, the administrator has the power to determine the terms, conditions and restrictions of the awards granted, including the number of Shares covering such award and the vesting criteria.

Exercise price.

The exercise price of an option or stock appreciation right granted under the 2011 Plan generally is determined by the administrator. However, the exercise price of an option or stock appreciation right will be no less than 100% of the fair market value of a Share of our Common Stock on the date of grant; provided, however, the exercise price of an incentive stock option granted to a 10% shareholder may not be less than 110% of the fair market value of the Common Stock on the date of grant. Generally, the fair market value of a Share of our Common Stock under the 2011 Plan refers to the closing price of a Share of our Common Stock on Nasdaq on the day of determination.

For purposes of this offer, New Options will be nonstatutory stock options for U.S. tax purposes and will have a per Share exercise price equal to 100% of the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date. However, due to local laws for satisfying certain tax qualification requirements in France, it is possible that New Options granted to any Eligible France Employee may have a per Share exercise price greater than such closing price of a Share on the New Award Grant Date. New Options granted to Eligible France Employees will have a per Share exercise price equal to the greater of: (i) the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date, or (ii) 80% of the average of the closing prices of a Share of our Common Stock on Nasdaq during the 20 days of quotation immediately before the New Award Grant Date.

RSUs will not have an exercise price. The New Award Grant Date is expected to be September 20, 2017.

Vesting.

The vesting applicable to awards granted under the 2011 Plan generally is determined by the administrator in accordance with the terms of the 2011 Plan.

Each New Award will be scheduled to vest according to the following vesting schedule and actually will vest only if you remain an employee or other service provider of Fluidigm (or one of our subsidiaries) through each relevant vesting date:

- None of the New Awards will be vested on the New Award Grant Date (even if the corresponding Eligible Option was fully or partially vested).
- Other than RSUs granted to Eligible France Employees, one-twelfth (1/12) of your New Awards will be scheduled to vest on the First Quarterly Vesting Date and on each Quarterly Vesting Date thereafter until the New Awards are fully vested. The First Quarterly Vesting Date is anticipated to be February 20, 2018 (unless the Offer Period is extended). The first such Quarterly Vesting Date is anticipated to be November 20, 2018 (unless the Offer Period is extended). The applicable vesting schedule will be set forth in your New Award agreement.
- With respect to RSUs granted to Eligible France Employees, one-third (1/3) of the RSUs will be scheduled to vest on the first Quarterly Vesting Date that occurs at least one (1) year after the New Award Grant Date and one-twelfth (1/12) of the RSUs will be scheduled to vest on each Quarterly Vesting Date thereafter until the New Awards are fully vested. The applicable vesting schedule will be set forth in the RSU agreement.
- Even if the vesting schedule of the Exchanged Option may have had a monthly vesting component, there will be no monthly vesting on the New Awards.
- Upon the termination of your service with us or our subsidiaries for any reason, any unvested part of your New Award Grant will be forfeited, and you will not be entitled to the Shares of Common Stock underlying the unvested portion of the New Award Grant. (See Section 1, “Eligibility,” below.)
- We will make minor modifications to the vesting schedule of any New Awards to eliminate fractional vesting (such that a whole number of Shares subject to the New Award will vest on each vesting date). As a result, subject to your continued service with Fluidigm or its subsidiaries through each relevant vesting date, (i) the number of Shares that vest on each vesting date will be rounded down to the nearest whole number of Shares as of the first vesting date on which a fractional Share otherwise will vest, and (ii) fractional Shares, if any, will be accumulated until the first vesting date on which the sum of the accumulated fractional Shares equals or exceeds one whole Share and will vest as an additional whole Share on such vesting date, with any fractional Share remaining thereafter accumulated again.
- To the extent that your Eligible Option Grant exchanged in the offer was subject to any performance-based vesting requirements or accelerated vesting upon certain qualifying terminations of employment or other events pursuant to an award agreement or other written agreement between you and the Company, the corresponding New Award also will be subject to those terms and conditions to the same extent that the Eligible Option Grant was immediately before being cancelled in the offer; provided that the New Award will be subject to the terms of the 2011 Plan and not the terms of any other Plan under which the Eligible Options may have been granted, as well as an award agreement under the 2011 Plan (including any applicable country-specific sub-plans, appendices or addenda thereto). For purposes of clarity, if pursuant to the offer you exchange an Eligible Option Grant that is subject to the achievement of any performance-based vesting requirements, the New Award granted in exchange for the corresponding Eligible Option Grant will be subject to the same performance-based vesting requirements as the Eligible Option Grant and none of the adjustments described above with respect to the service-based vesting schedule will be applied to the performance-based vesting requirements. However, to the extent that any service-based vesting requirements applied to the performance-based Eligible Option Grant as of immediately before it was cancelled in the offer, those service-based vesting requirements will be adjusted to the new, service-based vesting schedule as described above.

Example 1

For illustrative purposes only, assume that an Eligible Employee, other than an Eligible Executive, who resides in and whose principal work location is in the U.S., holds, and timely elects to exchange in the offer, an Eligible Option Grant covering 10,000 Shares with a per Share exercise price of US\$23.00, and of which no Shares subject to the Eligible Option Grant have been exercised. Assume that the Eligible Option Grant is scheduled to vest on a monthly basis from the vesting start date over a period of four years. Assume also that the Expiration Date, Cancellation Date, and New Award Grant Date occur on September 20, 2017, and accordingly, the Eligible Employee's Eligible Option Grant is cancelled on that date pursuant to the offer.

- In accordance with the exchange ratios described in Section 2 above, in exchange for the Exchanged Option Grant, the Eligible Employee receives an RSU Grant covering 1,250 Shares.
- Subject to the Eligible Employee's continued service with Fluidigm or its subsidiaries through such date, the RSU Grant is scheduled to vest as follows:

Scheduled Vesting Date	Number of Shares Subject to RSU Grant Scheduled to Vest
February 20, 2018	104
May 20, 2018	104
August 20, 2018	104
November 20, 2018	104
February 20, 2019	104
May 20, 2019	105
August 20, 2019	104
November 20, 2019	104
February 20, 2020	104
May 20, 2020	104
August 20, 2020	104
November 20, 2020	105

Example 2

For illustrative purposes only, assume that an Eligible Canada Employee holds, and timely elects to exchange, an Eligible Option Grant covering 10,000 Shares with a per Share exercise price equal to US\$15.00, and of which no Shares subject to the Eligible Option Grant have been exercised. Assume that the Eligible Option Grant is scheduled to vest on a monthly basis from the vesting start date over a period of four years. Assume also that the Expiration Date, Cancellation Date, and New Award Grant Date occur on September 20, 2017, and accordingly, the Eligible Canada Employee's Eligible Option Grant is cancelled on that date pursuant to the offer.

- In accordance with the exchange ratios described in Section 2 above, in exchange for the Exchanged Option Grant, the Eligible Canada Employee receives a New Option Grant covering 2,755 Shares.

- Subject to the Eligible Canada Employee's continued service with Fluidigm or its subsidiaries through such date, the New Option Grant is scheduled to vest as follows:

Scheduled Vesting Date	Number of Shares Subject to New Option Grant Scheduled to Vest
February 20, 2018	229
May 20, 2018	230
August 20, 2018	229
November 20, 2018	230
February 20, 2019	229
May 20, 2019	230
August 20, 2019	230
November 20, 2019	229
February 20, 2020	230
May 20, 2020	229
August 20, 2020	230
November 20, 2020	230

Example 3

For illustrative purposes only, assume that an Eligible France Employee, other than an Eligible Executive, holds and timely elects to exchange in the offer, an Eligible Option Grant covering 10,000 Shares with a per Share exercise price of US\$23.00, and of which no Shares subject to the Eligible Option Grant have been exercised. Assume that the Eligible Option Grant is scheduled to vest on a monthly basis from the vesting start date over a period of four years. Assume also that the Expiration Date, Cancellation Date, and New Award Grant Date occur on September 20, 2017, and accordingly, the Eligible France Employee's Eligible Option Grant is cancelled on that date pursuant to the offer.

- In accordance with the exchange ratios described in Section 2 above, in exchange for the Exchanged Option Grant, the Eligible France Employee receives an RSU Grant covering 1,250 Shares.
- Subject to the Eligible Employee's continued service with Fluidigm or its subsidiaries through such date, the RSU Grant is scheduled to vest as follows:

Scheduled Vesting Date	Number of Shares Subject to RSU Grant Scheduled to Vest
November 20, 2018	416
February 20, 2019	104
May 20, 2019	105
August 20, 2019	104
November 20, 2019	104
February 20, 2020	104
May 20, 2020	104
August 20, 2020	104
November 20, 2020	105

New Awards that do not vest will be forfeited to Fluidigm at no cost to us at the time indicated in the applicable award agreement.

New Option Term

New Options granted under the 2011 Plan expire no later than ten years from the date of grant (or with respect to a New Option granted to an Eligible France Employee, nine and one-half years as specified in the applicable country-specific sub-plan). No option may be exercised after the expiration of its term.

New Option Exercisability

Generally, any vested New Options covering Shares of Common Stock may be exercised by you at any time prior to expiration, unless certain exercisability restrictions apply due to requirements under applicable law.

Form of RSU payout.

RSUs granted under this offer and subsequently earned by a recipient will be paid out in an equivalent number of Shares of Common Stock. Fluidigm will satisfy all tax and social insurance contributions withholding and payment of fringe benefit or other tax obligations with respect to RSUs in the manner specified in your RSU award agreement (and any applicable appendices or addenda thereto) and any applicable country-specific sub-plans under the 2011 Plan.

Adjustments upon certain events.

Events Occurring Before the New Award Grant Date. If, prior to the Expiration Date, we merge or consolidate with or are acquired by another entity, you may choose to change your election with respect to any options that you tendered for exchange and your options will be treated in accordance with the applicable plan and award agreement under which they were granted. Further, if Fluidigm is acquired before the Expiration Date, we reserve the right to withdraw the offer, in which case your options and your rights under them will remain intact and exercisable for the time period set forth in your award agreement and you will receive no New Awards in exchange for them. If Fluidigm is acquired before the Expiration Date but does not withdraw the offer before the Expiration Date, we (or the successor entity) will notify you if the terms of the offer or the New Awards will change materially as a result of the acquisition, including any adjustments to the exercise price and number of shares that will be subject to the New Awards. Under such circumstances, the type of security and the number of shares covered by your New Awards (and exercise price, with respect to any New Options) would be adjusted based on the consideration per Share given to holders of our Common Stock in connection with the acquisition. As a result of this adjustment, you may receive New Awards covering more or fewer shares of the acquirer's stock than the number of Shares subject to the Eligible Options that you tendered for exchange or than the number you would have received pursuant to the New Awards (or greater or lesser per share exercise price, with respect to New Options) if no acquisition had occurred.

If another company acquires us, that company, as part of the transaction or otherwise, may decide to terminate some or all of the employees or other service providers of Fluidigm (or its subsidiaries) before the completion of this offer. Termination of your status as an employee or other service provider for this or any other reason before the New Award Grant Date means that the tender of your Eligible Options will not be accepted, you will keep your tendered options in accordance with their original terms, and you will not receive any New Awards or other benefit for your tendered options.

Events Occurring After the New Award Grant Date. If we are acquired after your Exchanged Options have been accepted, cancelled, and exchanged for New Awards, your New Awards will be treated in the acquisition transaction in accordance with the terms of the transaction agreement or the terms and conditions of our 2011 Plan and the award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto.

If we merge or consolidate with or are acquired by another entity, the transaction could result in a reduction in our workforce. If such termination of employment or service status event occurs shortly after the Expiration Date, then you may hold New Awards that are entirely unvested, and all unvested New Awards will expire on such termination date. If your status as an employee or other service provider with us or one of our subsidiaries terminates before part or all of your New Awards vest, you will not receive any value from the unvested part of your New Awards. If this termination of employment or service event occurs shortly after the New Award Grant Date and before you vest in any of your New Awards, you will forfeit your rights to your New Awards as of the date of your termination of employment or service and you will not receive any value from your New Awards.

In the event that the Common Stock changes by reason any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Common Stock, then, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the 2011 Plan, the number and class of shares that may be delivered under the 2011 Plan and/or the number, class, and price of Shares covered by each outstanding award under the 2011 Plan, and the numerical Share limits of the 2011 Plan will be adjusted.

In the event of a merger or "Change in Control" (as defined in the 2011 Plan), each outstanding award under the 2011 Plan will be treated as the administrator of the 2011 Plan determines, including, without limitation, that each such award be assumed or an equivalent option or right substituted by the successor corporation or a parent or subsidiary of the successor corporation. The administrator will not be required to treat all awards similarly in the transaction.

In the event that the successor corporation does not assume or substitute for an award, the holder of such award will fully vest in and have the right to exercise all of his or her outstanding options or stock appreciation rights, including Shares as to which such award would not otherwise be vested or exercisable, all restrictions on restricted stock and restricted stock units will lapse, and, with respect to awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if an option or stock appreciation right is not assumed or substituted in the event of a "Change in Control," the administrator will notify the holder of such option or stock appreciation right in writing or electronically that the option or stock appreciation right will be exercisable for a period of time determined by the administrator in its sole discretion, and the option or stock appreciation right will terminate upon the expiration of such period. However, awards granted under the 2011 Plan may be subject to other terms set forth in an agreement, plan or other arrangement governing the terms of such awards in the event of a merger or other corporate transaction of Fluidigm, as described in such agreement, plan or other arrangement.

Differences between the 2011 Plan, the 1999 Plan, and the 2010 DVS Plan.

With respect to options granted under the 1999 Plan, in the event of any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued shares of Common Stock effected without receipt of consideration by Fluidigm or other change in the corporate structure of Fluidigm affecting the Shares that the administrator of the 1999 Plan determines is necessary to prevent diminution or enlargement of benefits or potential benefits intended to be made available under the Plan, options would be adjusted as generally described in the section entitled “*Events Occurring After the New Award Grant Date*,” except that, under the 1999 Plan, the conversion of any convertible securities of Fluidigm would not be deemed to have been “effected without receipt of consideration” and, except as expressly provided in the 1999 Plan, no issuance by Fluidigm of shares of stock of any class, or securities convertible into shares of stock of any class, would affect, and no adjustment by reason thereof would be made with respect to, the number or price of shares of Common Stock subject to an option. In the event of the proposed dissolution or liquidation of Fluidigm, the administrator of the 1999 Plan would notify each holder of an option as soon as practicable prior to the effective date of such proposed transaction, and may provide for a holder of an option to have the right to exercise his or her option until 15 days prior to such transaction as to all of the Shares underlying the option, including Shares that would not otherwise be exercisable. In addition, the administrator of the 1999 Plan may provide that any repurchase option applicable to any Shares purchased upon exercise of an option would lapse as to all such Shares, provided the proposed dissolution or liquidation takes place at the time and in the manner contemplated. To the extent it has not been previously exercised, each option will terminate immediately prior to the consummation of such proposed dissolution or liquidation. In the event Fluidigm merges with or into any company or a sells substantially all of our assets, options would be assumed or an equivalent option or right substituted by the successor corporation or a parent or subsidiary of the successor corporation. If there is no assumption or substitution of options (or portions thereof), options (or portions thereof) will fully vest and become fully exercisable. In that case, the administrator of the 1999 Plan would provide notice to holders of options that the option holders have the right to exercise options as to all of the Shares subject to the option for a period of 15 days and that the options will terminate upon the expiration of such period.

With respect to options granted under the 2010 DVS Plan, in the event of any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), reorganization, merger, consolidation, combination, repurchase, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all our assets, or exchange of Common Stock or other securities, issuance of warrants or other rights to purchase Common Stock or other securities, or other similar corporate transaction or event other than an “Equity Restructuring” (as defined in the 2010 DVS Plan), affecting the Common Stock such that an adjustment is determined by the administrator of the 2010 DVS Plan to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available with respect to any option granted under the 2010 DVS Plan, then options would be adjusted as generally described in the section entitled “*Events Occurring After the New Award Grant Date*.” Additionally, the administrator of the 2010 DVS Plan, in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available with respect to any option granted or issued under the 2010 DVS Plan or to facilitate such transaction or event, may provide: for the purchase of options for an amount of cash equal to the amount that could have been obtained upon the exercise of such option or realization of the option holder’s rights had the options been currently exercisable or fully vested, or the replacement of such options with other rights or property selected by the administrator of the 2010 DVS Plan; that options would be exercisable as to all Shares covered thereby, notwithstanding anything to the contrary in the 2010 DVS Plan or the provisions of such option; that options be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments; and/or that immediately upon the consummation of such event, options would not be exercisable and shall terminate, provided that for a specified period of time prior to such event, options would be exercisable as to all Shares covered thereby, and the restrictions imposed under option agreements may be terminated. In the event of an Equity Restructuring, the number and type of securities subject to options and the exercise price would be proportionately adjusted, provided that such adjustments be nondiscretionary. If Fluidigm undergoes a “Change in Control” (as defined in the 2010 DVS Plan), then any surviving corporation or entity or acquiring corporation or entity, or affiliate of such corporation or entity, may assume outstanding options or may substitute similar stock awards (including an award to acquire the same consideration paid to the stockholders in the Change in Control) for outstanding options. In the event any surviving corporation or entity or acquiring corporation or entity in a Change in Control, or affiliate of such corporation or entity, does not assume or substitute for an option, then, with respect to holders of options whose status as a “Service Provider” (as defined in the 2010 DVS Plan) has not terminated prior to such event, vesting of options (and, if applicable, the time during which such awards may be exercised) will be accelerated and options would be fully exercisable and all restrictions on the awards would lapse at least ten days before the closing of the Change in Control (and options terminated if not exercised prior to the closing of such Change in Control) and, all other options would be terminated if not exercised prior to the closing of the Change in Control.

If you exchange Eligible Options granted under the 1999 Plan or the 2010 DVS Plan for New Awards granted under the 2011 Plan, in the event of the occurrences described above, your New Awards will not be treated as described in the two paragraphs above. Instead, your New Awards will be treated as described in the section entitled “*Events Occurring After the New Award Grant Date*” above.

Transferability

Unless determined otherwise by the 2011 Plan’s administrator, an award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the holder of such award, only by such holder. If the administrator makes an award transferable, such award will contain such additional terms and conditions as the administrator deems appropriate.

Registration and sale of Shares underlying RSUs.

All of Fluidigm’s Shares of Common Stock issuable upon the vesting of the RSUs, or upon exercise of vested New Options, to be granted under the 2011 Plan have been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”) on registration statements on Form S-8 filed with the SEC. Unless you are an employee or other service provider who is considered an affiliate of Fluidigm for purposes of the Securities Act, you will be able to sell the Shares issuable under your RSUs or New Options free of any transfer restrictions under applicable U.S. securities laws.

U.S. federal income tax consequences.

If you are a U.S. tax resident, you should refer to Section 14 of this Offer to Exchange for a discussion of the U.S. federal income tax consequences of the New Awards and Exchanged Options, as well as the consequences of accepting or rejecting this offer. If you are an employee or other service provider residing outside the U.S., you should refer to Section 15 and Schedules C through J attached to this Offer to Exchange for a discussion of the income tax and social insurance contribution consequences and other tax or legal consequences of your participation in the offer and the New Awards and Exchanged Options. If you are a citizen or resident of more than one country, you should be aware that there might be other income tax and social insurance contribution consequences and other tax or legal consequences that may apply to you. **We strongly recommend that you consult with your own advisers to discuss the consequences to you of this offer.**

10. Information concerning Fluidigm

Our principal executive offices are located at 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A. and our telephone number is (650) 266-6000. Questions regarding this offer should be directed to Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

We create, manufacture, and market innovative technologies and tools for life sciences research. We sell instruments and consumables, including integrated fluidic circuits, or IFCs, assays and reagents, to academic institutions, clinical research laboratories, and biopharmaceutical, biotechnology, and agricultural biotechnology, or Ag-Bio, companies and contract research organizations, or CROs. Our technologies and tools are directed at the analysis of deoxyribonucleic acid, or DNA, ribonucleic acid, or RNA, and proteins in a variety of different sample types, from individual cells to bulk tissue.

We were a pioneer in the application of microfluidics to enable high-throughput and highly-multiplexed polymerase chain reactions, or PCR, for genetic analysis, as well as a field known as single-cell genomics, in which the genetic composition of individual cells is assayed. In February 2014, we purchased DVS Sciences, Inc., whose mass cytometry system enables the highly-multiplexed analysis of cellular surface and intracellular proteins in both blood and tissue.

Researchers have successfully employed our products to help achieve breakthroughs in a variety of fields, including single-cell gene and protein expression, gene regulation, genetic variation, cellular function and applied genetics. These breakthroughs include using our systems to help detect life-threatening mutations in cancer cells, discover cancer associated biomarkers, analyze the genetic composition of individual stem cells and assess the quality of agricultural products, such as seeds or livestock.

The financial information, including financial statements and the notes thereto, included in our annual report on Form 10-K, as amended, for our fiscal year ended December 31, 2016, and from our quarterly reports on Form 10-Q for the fiscal quarters ended March 31, 2017 and June 30, 2017 is incorporated herein by reference. Please see Section 17 of this Offer to Exchange titled, "Additional information," for instructions on how you can obtain copies of our SEC filings, including filings that contain our financial statements.

Our total revenue for the six months ended June 30, 2017 was \$49.4 million. Our total revenue was \$104.4 million in 2016, \$114.7 million in 2015, and \$116.5 million in 2014. We have incurred significant net losses since our inception in 1999 and, as of June 30, 2017, our accumulated deficit was \$473.8 million. Please see Section 19 of this Offer to Exchange titled "Financial Statements" for additional information.

11. Interests of directors and executive officers; transactions and arrangements concerning the options

A list of our current directors and executive officers as of August 14, 2017 is attached to this Offer to Exchange as [Schedule A](#). As of August 14, 2017, our executive officers and directors (11 persons) as a group held options unexercised and outstanding under the Plans to purchase a total of 1,328,505 of our Shares, which represented approximately 37.4% of the Shares subject to all options outstanding under the Plans as of that date.

The following table below sets forth the beneficial ownership of each of our current executive officers and directors of options outstanding under the Plans as of August 14, 2017. The percentages in the table below are based on the total number of outstanding options (i.e., whether or not eligible for exchange) to purchase our Common Stock under the Plans, which was 3,555,820 as of August 14, 2017. Our executive officers are, but the non-employee members of our board of directors are not, eligible to participate in the offer.

Name	Position	Number of Shares Subject to Outstanding Options	Percentage of Total Outstanding Options
Stephen Christopher Linthwaite	President and Chief Executive Officer	469,500	13.2%
Vikram Jog	Chief Financial Officer	173,937	4.9%
Mai Chan (Grace) Yow	Executive Vice President, Worldwide Manufacturing and Managing Director of Fluidigm Singapore Pte. Ltd.	179,343	5.0%
Nicholas Khadder	Senior Vice President, General Counsel and Corporate Secretary	106,300	3.0%
Steven C. McPhail	Chief Commercial Officer	102,625	2.9%
Jennifer Lee	Vice President, Controller, and Principal Accounting Officer	58,800	1.7%
Samuel D. Colella	Director	30,000	*
Nicolas M. Barthelemy	Director	20,000	*
Gerhard F. Burbach	Director	72,000	2.0%
Patrick S. Jones	Director	96,000	2.7%
Carlos V. Paya	Director	20,000	*
All directors and executive officers as a group (11)		1,328,505	37.4%

* Less than 1%.

Except as described below, neither we, nor, to the best of our knowledge, any of our directors or executive officers, nor any affiliates of ours, were engaged in transactions involving Shares of our Common Stock or options to purchase Shares of our Common Stock during the 60 days before and including August 23, 2017:

Name of Executive Officer/Director	Date of Transaction	Amount of Securities Involved	Price Per Share	Where and How the Transaction was Effected
Stephen Christopher Linthwaite	08/21/2017	4,750	\$ 0.0000	Vesting of restricted stock units
	08/21/2017	1,786	\$ 3.7600	Stock withheld from vested restricted stock units for tax withholding
Vikram Jog	08/21/2017	3,150	\$ 0.0000	Vesting of restricted stock units
	08/21/2017	1,186	\$ 3.7600	Stock withheld from vested restricted stock units for tax withholding
Mai Chan (Grace) Yow	08/21/2017	2,395	\$ 0.0000	Vesting of restricted stock units
Nicholas Khadder	08/21/2017	5,125	\$ 0.0000	Vesting of restricted stock units
	08/21/2017	1,927	\$ 3.7600	Stock withheld from vested restricted stock units for tax withholding
Steven C. McPhail	08/21/2017	2,397	\$ 0.0000	Vesting of restricted stock units
	08/21/2017	791	\$ 3.7600	Stock withheld from vested restricted stock units for tax withholding
Jennifer Lee	08/21/2017	1,755	\$ 0.0000	Vesting of restricted stock units
	08/21/2017	660	\$ 3.7600	Stock withheld from vested restricted stock units for tax withholding
Samuel D. Colella	08/08/2017	15,696	\$ 0.0000	Grant of restricted stock units
Nicolas M. Barthelemy	08/08/2017	9,223	\$ 0.0000	Grant of restricted stock units
Gerhard F. Burbach	08/08/2017	10,518	\$ 0.0000	Grant of restricted stock units
Carlos V. Paya	08/08/2017	7,282	\$ 0.0000	Grant of restricted stock units
Stephen Christopher Linthwaite	08/08/2017	45,000(1)	\$ 2.6641(1)	Purchase of common stock
Vikram Jog	08/08/2017	50,000(2)	\$ 2.7061(2)	Purchase of common stock
Samuel D. Colella	08/08/2017	35,895(3)	\$ 2.7680(3)	Purchase of common stock
Steven C. McPhail	08/08/2017	20,000(4)	\$ 3.0016(4)	Purchase of common stock
Samuel D. Colella	08/01/2017	5,000	\$ 0.0000	Grant of restricted stock units
	08/01/2017	5,000	\$ 3.4300	Grant of options to purchase common stock
Patrick S. Jones	08/01/2017	5,000	\$ 0.0000	Grant of restricted stock units
	08/01/2017	5,000	\$ 3.4300	Grant of options to purchase common stock
Gerhard F. Burbach	08/01/2017	5,000	\$ 0.0000	Grant of restricted stock units
	08/01/2017	5,000	\$ 3.4300	Grant of options to purchase common stock
Nicolas M. Barthelemy	08/01/2017	5,000	\$ 0.0000	Grant of restricted stock units
	08/01/2017	5,000	\$ 3.4300	Grant of options to purchase common stock
Carlos V. Paya	08/01/2017	5,000	\$ 0.0000	Grant of restricted stock units
	08/01/2017	5,000	\$ 3.4300	Grant of options to purchase common stock
Samuel D. Colella	07/31/2017	5,000	\$ 0.0000	Vesting of restricted stock units
Patrick S. Jones	07/31/2017	5,000	\$ 0.0000	Vesting of restricted stock units
Gerhard F. Burbach	07/31/2017	5,000	\$ 0.0000	Vesting of restricted stock units

(1) The “Amount of Securities Involved” and “Price Per Share” reported reflect the aggregate number and weighted-average price, respectively, of shares purchased. These shares were purchased in multiple transactions at prices ranging from \$2.58 to \$2.69, inclusive.

(2) The “Amount of Securities Involved” and “Price Per Share” reported reflect the aggregate number and weighted-average price, respectively, of shares purchased. These shares were purchased in multiple transactions at prices ranging from \$2.56 to \$3.00, inclusive. The shares are held indirectly by the Vikram and Pratima Family Trust U/A dated June 23, 2009.

- (3) The “Amount of Securities Involved” and “Price Per Share” reported reflect the aggregate number and weighted-average price, respectively, of shares purchased. These shares were purchased in multiple transactions at prices ranging from \$2.55 to \$3.00, inclusive. The shares are held by Colella Family Partners, L.P. (“Colella Partners”). The shares were received in in-kind distributions by Versant Ventures I, LLC, which is the general partner of each of Versant Venture Capital I, L.P., Versant Side Fund I, L.P., Versant Affiliates Fund I-A, L.P. and Versant Affiliates Fund I-B, L.P. (collectively, the “Versant Funds”), on November 4, 2013.
- (4) The “Amount of Securities Involved” and “Price Per Share” reported reflect the aggregate number and weighted-average price, respectively, of shares purchased. These shares were purchased in multiple transactions at prices ranging from \$2.65 to \$3.10, inclusive.

12. Status of options acquired by us in the offer; accounting consequences of the offer

Exchanged Options that we acquire through the offer will be cancelled and, to the extent they were granted under the 2011 Plan, 2009 Plan, or 1999 Plan, the Shares subject to those options will be returned to the pool of Shares available for grants of awards under the 2011 Plan, including any New Awards granted under the offer. To the extent Shares returning to the 2011 Plan are not fully reserved for issuance upon receipt of the New Awards to be granted in connection with the offer, the Shares will be available for issuance pursuant to future equity awards to employees and other eligible 2011 Plan participants without further stockholder action, except as required by applicable law or the rules of Nasdaq or any other securities quotation system or any stock exchange on which our Shares are then quoted or listed.

We have adopted the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 718, Stock Compensation (“Topic 718”). Under Topic 718, the offer with respect to all Eligible Options is considered a modification of those options exchanged and as a result we may be required to recognize incremental compensation expense, if any, resulting from the New Awards granted in the offer. The incremental compensation will be measured as the excess, if any, of the fair value of each New Award granted to employees in exchange for the cancelled options, measured as of the date the New Awards are granted, over the fair value of the Eligible Options exchanged for the New Awards, measured immediately prior to the exchange. This incremental compensation expense will be recognized over the remaining requisite service period of the New Awards. In the event that any of the New Awards are forfeited prior to their vesting due to termination of employment or other service, any incremental compensation expense of the forfeited New Awards will not be recognized. We also may incur incremental compensation expense resulting from fluctuations in our stock price between the time the exchange ratios were set before the exchange program began, and when the exchange actually occurs on the date the offer expires.

13. Legal matters; regulatory approvals

We are not aware of any license or regulatory permit that appears to be material to our business that might be affected adversely by our exchange of options and issuance of New Awards as contemplated by the offer, or of any approval or other action by any government or governmental, administrative or regulatory authority or agency or any NASDAQ Stock Market LLC listing requirements that would be required for the acquisition or ownership of our options as contemplated herein, except for certain exemptive or notice filings that may be required in certain countries outside the U.S. Should any additional approval, exemptive or notice filing or other action be required, we presently contemplate that we will seek such approval, make such filings or take such other action. However, we cannot assure you that we will seek such approval, make such filings or take such other action or that any such approval, filing or other action, if needed, could be obtained or made or what the conditions imposed in connection with such approvals or filings would entail or whether the failure to obtain any such approval, to make such filings or take any other action would result in adverse consequences to our business. Our obligation under the offer to accept tendered options for exchange and to issue New Awards for tendered options is subject to the conditions described in Section 7 of this Offer to Exchange.

If we are prohibited by applicable laws or regulations from granting New Awards or required to obtain a license or regulatory permit or make any other filing before granting New Awards on the New Award Grant Date, we will not grant any New Awards unless we obtain the necessary license or make the requisite filing. We are unaware of any such other prohibition at this time which cannot be satisfied by obtaining a license or permit or making a filing, and we will use reasonable efforts to effect the grant. If the grant is prohibited or seems not feasible to be made on the New Award Grant Date, we will not grant any New Awards and you will not receive any other benefit for the options you tendered.

14. Material income tax consequences

Material U.S. federal income tax consequences.

The following is a general summary of the material U.S. federal income tax consequences of the exchange of Eligible Options for New Awards pursuant to the offer for those Eligible Employees subject to U.S. federal income tax. This discussion is based on the U.S. Internal Revenue Code, its legislative history, treasury regulations promulgated thereunder, and administrative and judicial interpretations as of the date of this offering circular, all of which are subject to change, possibly on a retroactive basis. This summary does not discuss all of the tax consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of option holders. If you are a citizen or a resident of the U.S., but also are subject to the tax laws of another country, you should be aware that there might be other income tax and social security consequences that may apply to you. We strongly recommend that you consult with your advisers to discuss the consequences to you of this offer.

We recommend that you consult your tax adviser with respect to the U.S. federal, state and local tax consequences and any non-U.S. tax consequences of participating in the offer, as the tax consequences to you are dependent on your individual tax situation.

In addition, if you are a citizen or resident or are otherwise subject to the tax laws of more than one country, you should be aware that there might be tax and social insurance contribution consequences for more than one country that may apply to you. Moreover, if you received your Eligible Options when you resided and/or worked in one country but now reside and/or work in a different country, you may have a tax or social insurance contribution obligation in the country of the original grant in connection with the New Awards received in this Offer to Exchange. We strongly recommend that you consult with your own advisers to discuss the consequences to you of this offer.

Eligible Employees who exchange outstanding Eligible Options for New Awards under the offer generally will not be required to recognize income for U.S. federal income tax purposes at the time of the exchange. We believe that the exchange will be treated as a non-taxable exchange.

Restricted stock units.

If you are a U.S. taxpayer, you generally will not have taxable income at the time you are granted an RSU. Instead, you will recognize ordinary income as the shares subject to the RSUs vest, at which time they no longer can be forfeited and we will deliver the shares to you. At the same time, Fluidigm also typically will have a tax withholding obligation. The amount of ordinary income you recognize will equal the fair market value of the shares. With regard to the shares issued pursuant to the RSUs granted under the offer, you will not have paid any amount for the shares. The Company will satisfy all tax withholding obligations in the manner specified in your RSU award agreement (and any applicable country-specific sub-plans, appendices or addenda thereto), including, in the Company's discretion, by requiring a cash payment rather than through the sale of shares. Any gain or loss you recognize upon the sale or exchange of shares that you acquire through a grant of RSUs generally will be treated as capital gain or loss and will be long-term or short-term depending upon how long you have held the shares. Shares held more than 12 months are subject to long-term capital gain or loss, while shares held 12 months or less are subject to short-term capital gain or loss.

You also should note that if (1) your RSUs constitute "deferred compensation" within the meaning of Section 409A, (2) the vesting of all or a portion of your RSUs is accelerated in connection with your separation from service with us, and (3) you are a "specified employee" (generally, a highly placed officer of the Company) at that time, then the delivery of accelerated shares under your RSU award may need to be delayed by six (6) months in order to allow you to avoid the imposition of additional taxation under Section 409A.

Nonstatutory stock options.

Under current law, a U.S. option holder generally will not realize taxable income upon the grant of a nonstatutory stock option, nor will such option holder realize taxable income upon the vesting of these shares. However, when you exercise a nonstatutory stock option, you generally will have ordinary income to the extent the fair market value of the shares on the date of exercise you receive is greater than the exercise price you pay. If the exercise price of a nonstatutory stock option is paid in shares of Common Stock or a combination of cash and shares of Common Stock, the excess of the value (on the date of exercise) of the shares of Common Stock purchased over the value of the shares surrendered, less any cash paid upon exercise, generally will be ordinary income taxable to you.

The Company generally will be entitled to a deduction equal to the amount of ordinary income taxable to you if we comply with eligible reporting requirements.

Upon disposition of the shares, any gain or loss is treated as capital gain or loss. The capital gain or loss will be long-term or short-term depending on whether the shares were held for more than 12 months. The holding period for the shares generally will begin just after the time you recognized income. The amount of such gain or loss will be the difference between: (i) the amount realized upon the sale or exchange of the shares, and (ii) the value of the shares at the time the ordinary income was recognized.

If you were an employee at the time of the grant of the option, any income recognized upon exercise of a nonstatutory stock option generally will constitute wages for which withholding will be required.

This offer currently is expected to remain open for 29 calendar days. If we extend this offer such that it is open for 30 calendar days or more, incentive stock options that are Eligible Options but that are not exchanged in the offer will be considered to have been modified. The commencement date of the offer (August 23, 2017) will be considered the modification date for purposes of determining whether the employee will receive favorable tax treatment with respect to the incentive stock options. As a result, in order to receive favorable tax treatment with respect to any such incentive stock option, you must not dispose of any shares acquired with respect to the incentive stock option until the passage of more than two years from the date this offer commenced (August 23, 2017) (i.e., the date of the deemed modification) and more than one year after the exercise of the option. If these holding periods (and all other incentive stock option requirements) are met, the excess of the sale price of the option shares over the exercise price of the option will be treated as long-term capital gain.

We recommend that you consult your tax adviser with respect to the federal, state, and local tax consequences of participating in the offer.

15. Material income tax consequences and certain other considerations for Eligible Employees who reside outside the U.S.

Note that there are special rules with respect to New Awards granted to Eligible Employees subject to tax in Singapore who participate in the offer. Fluidigm is seeking a tax ruling from the IRAS to confirm the exchange of Eligible Options for New Awards for Eligible Employees subject to tax in Singapore is a tax-neutral event and no taxes are due as of the moment that Eligible Options are cancelled and New Awards are granted. We expect to receive such ruling.

- If a favorable ruling is received from the IRAS prior to the expiration date, you will not be subject to tax when New Awards are granted and instead, RSUs will be subject to taxation when they vest and New Options will be subject to taxation when exercised. As of the date of this offer, we have applied for but have not obtained such ruling and we cannot guarantee that Fluidigm will receive a favorable tax ruling.
- In the event that a favorable tax ruling from the IRAS is not obtained by the expiration of the offer, the tax treatment of your New Awards will be governed by the results of the pending tax ruling from the IRAS once received. Although we do not expect to receive an unfavorable ruling, in the event of an unfavorable tax ruling you likely will be subject to tax on your New Awards at the time of the exchange. In such event, it will be your responsibility to pay any applicable taxes directly to the tax authorities.

(See Schedule I to this Offer to Exchange.)

In addition, Eligible Canada Employees who participate in the offer will receive New Options rather than RSUs in order to avoid unintended, unfavorable tax consequences under the Income Tax Act (Canada), which generally does not provide a tax-free exchange of stock options for RSUs. (See Schedule C to this Offer to Exchange.)

Attached as Schedules C through J to this Offer to Exchange are short summaries of the material tax consequences of the offer in countries other than the U.S. that constitute Eligible Countries. If you are subject to the tax laws in any of these countries, please refer to the appropriate country schedule in Schedules C through J for information regarding the income tax and social insurance contribution consequences and other tax or legal consequences that may apply to you. **You should review the information carefully and consult your own tax adviser regarding your personal situation before deciding whether or not to participate in the offer.**

If you are subject to tax in more than one country, you should be aware that there may be other tax and social insurance consequences that may apply to you. In addition, if you have been employed by us (or one of our subsidiaries) in more than one tax jurisdiction, you should be aware that there may be tax and social insurance contribution consequences in each jurisdiction that may apply to you. If you received your Eligible Options when you resided and/or worked in one country but now reside and/or work in a different country, you may have a tax obligation in the country of the original grant in connection with the New Awards received under this Offer to Exchange. **We strongly recommend that you consult your own tax adviser to discuss these consequences.**

16. Extension of offer; termination; amendment

We reserve the right, in our discretion, at any time and regardless of whether or not any event listed in Section 7 of this Offer to Exchange has occurred or is deemed by us to have occurred, to extend the period of time during which the offer is open and delay the acceptance for exchange of any options. If we elect to extend the period of time during which this offer is open, we will give you oral or written notice of the extension and delay, as described below. If we extend the Expiration Date, we also will extend your right to elect or withdraw tenders of Eligible Options until such extended Expiration Date. In the case of an extension, we will issue a press release, email or other form of communication no later than 6:00 a.m., U.S. Pacific Time, on the next U.S. business day after the previously scheduled Expiration Date.

We also reserve the right, in our reasonable judgment, on or before the Expiration Date to terminate or amend the offer and to postpone our acceptance and cancellation of any options elected to be exchanged if any of the events listed in Section 7 of this Offer to Exchange occurs, by giving oral or written notice of the termination or postponement to you or by making a public announcement of the termination. Our reservation of the right to delay our acceptance and cancellation of options elected to be exchanged is limited by Rule 13e-4(f)(5) under the Exchange Act which requires that we must pay the consideration offered or return the options promptly after termination or withdrawal of a tender offer.

Subject to compliance with applicable law, we further reserve the right, on or before the Expiration Date, in our discretion, and regardless of whether any event listed in Section 7 of this Offer to Exchange has occurred or is deemed by us to have occurred, to amend the offer in any respect, including by decreasing or increasing the consideration offered in this offer to option holders or by decreasing or increasing the number of options being sought in this offer. As a reminder, if a particular option expires after the start of, but before cancellation under the offer, that particular option is not eligible for exchange. Therefore, if we extend the offer for any reason and if a particular option that was tendered before the originally scheduled expiration of the offer expires after such originally scheduled Expiration Date but before the actual Cancellation Date under the extended offer, that option would not be eligible for exchange.

The minimum period during which the offer will remain open following material changes in the terms of the offer or in the information concerning the offer, other than a change in the consideration being offered by us or a change in the amount of existing options sought, will depend on the facts and circumstances of such change, including the relative materiality of the terms or information changes. If we modify the number of Eligible Options being sought in this offer or the consideration being offered by us for the Eligible Options in this offer, the offer will remain open for at least ten (10) U.S. business days from the date of notice of such modification. If any term of the offer is amended in a manner that we determine constitutes a material change adversely affecting any holder of Eligible Options, we promptly will disclose the amendments in a manner reasonably calculated to inform holders of Eligible Options of such amendment, and we will extend the offer's period so that at least two (2) U.S. business days, or such longer period as may be required by the tender offer rules, remain after such change.

For purposes of the offer, a "business day" means any day other than a Saturday, Sunday or a U.S. federal holiday and consists of the time period from 12:01 a.m. through 12:00 midnight, Eastern Time.

17. Fees and expenses

We will not pay any fees or commissions to any broker, dealer or other person for soliciting options to be exchanged through this offer.

18. Additional information

This Offer to Exchange is part of a Tender Offer Statement on Schedule TO that we have filed with the SEC. This Offer to Exchange does not contain all of the information contained in the Schedule TO and the exhibits to the Schedule TO. We recommend that you review the Schedule TO, including its exhibits, and the following materials that we have filed with the SEC before making a decision on whether to elect to exchange your options:

1. Our annual report on Form 10-K for our fiscal year ended December 31, 2016, filed with the SEC on March 3, 2017, as amended April 28, 2017;
2. Our definitive proxy statement on Schedule 14A for our 2017 annual meeting of stockholders, filed with the SEC on June 29, 2017;
3. Our quarterly report on Form 10-Q for our fiscal quarter ended March 31, 2017, filed with the SEC on May 9, 2017, and for our fiscal quarter ended June 30, 2017, filed with the SEC on August 8, 2017;
4. The description of our Common Stock contained in our registration statement on Form 8-A filed with the SEC on February 7, 2011, and any further amendment or report filed thereafter for the purpose of updating such description; and
5. The information contained in our current reports on Form 8-K filed with the SEC, except to the extent that information therein is furnished and not filed with the SEC.

These filings, our other annual, quarterly, and current reports, our proxy statements, and our other SEC filings may be examined, and copies may be obtained, at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. Our SEC filings also are available to the public on the SEC's Internet site at <http://www.sec.gov>.

Each person to whom a copy of this Offer to Exchange is delivered may obtain a copy of any or all of the documents to which we have referred you, other than exhibits to such documents, unless such exhibits are specifically incorporated by reference into such documents, at no cost, by contacting:

Fluidigm Corporation
Corporate Legal Team
7000 Shoreline Court, Suite 100
South San Francisco, CA 94080 U.S.A.

As you read the documents listed above, you may find some inconsistencies in information from one document to another. If you find inconsistencies between the documents, or between a document and this Offer to Exchange, you should rely on the statements made in the most recent document.

The information contained in this Offer to Exchange about us should be read together with the information contained in the documents to which we have referred you, in making your decision as to whether or not to participate in this offer.

19. Financial information

The financial information, including financial statements and the notes thereto, included in our annual report on Form 10-K for the fiscal year ended December 31, 2016, and quarterly reports on Form 10-Q for the fiscal quarters ended March 31, 2017, and June 30, 2017, are incorporated herein by reference. Attached as Schedule B to this Offer to Exchange is a summary of our financial information from our annual report on Form 10-K for our fiscal year ended December 31, 2016, and from our quarterly reports on Form 10-Q for the fiscal quarter ended June 30, 2017. More complete financial information may be obtained by accessing our public filings with the SEC by following the instructions in Section 17 of this Offer to Exchange.

We had a book value per Share of US\$0.81 on June 30, 2017.

The following table sets forth our ratio of earnings to fixed charges for the periods specified:

	<u>Fiscal Year Ended December 31, 2015</u>	<u>Fiscal Year Ended December 31, 2016</u>	<u>Fiscal Year to Date Ended June 30, 2017</u>
Ratio of earnings to fixed charges	-	-	-

For the purpose of calculating the ratio of earnings to fixed charges, earnings consist of net loss before benefit from income taxes. Fixed charges consist of interest expense and an estimate of the interest portion of rental expense. In addition, for the periods presented above, we did not have outstanding preferred securities and therefore were not required to pay any preferred security dividends. In the years ended December 31, 2015 and 2016, and for the six months ended June 30, 2017, earnings were insufficient to cover fixed charges by US\$54.8 million, US\$80.2 million and US\$36.7 million, respectively.

20. Miscellaneous.

We are not aware of any jurisdiction in which the making of the offer is not in compliance with applicable law. If we become aware of any jurisdiction in which the making of the offer is not in compliance with any valid applicable law, we will make a good faith effort to comply with such law. If, after such good faith effort, we cannot comply with such law, the offer will not be made to, nor will options be accepted from the option holders residing in such jurisdiction.

We have not authorized any person to make any recommendation on our behalf as to whether you should elect to exchange your options through the offer. You should rely only on the information in this document or documents to which we have referred you. We have not authorized anyone to give you any information or to make any representations in connection with the offer other than the information and representations contained in this Offer to Exchange and in the related offer documents. If anyone makes any recommendation or representation to you or gives you any information, you must not rely upon that recommendation, representation, or information as having been authorized by us.

Fluidigm Corporation
August 23, 2017

SCHEDULE A

**INFORMATION CONCERNING THE EXECUTIVE OFFICERS
AND DIRECTORS OF FLUIDIGM CORPORATION**

The directors and executive officers of Fluidigm Corporation as of August 22, 2017, are set forth in the following table:

Name	Position and Offices Held
Stephen Christopher Linthwaite	President, Chief Executive Officer and Director
Vikram Jog	Chief Financial Officer
Nicholas S. Khadder	Senior Vice President, General Counsel, and Secretary
Jennifer Lee	Vice President, Controller, and Principal Accounting Officer
Steven C. McPhail	Chief Commercial Officer
Mai Chan (Grace) Yow	Executive Vice President, Worldwide Manufacturing of Fluidigm Singapore Pte. Ltd.
Samuel D. Colella	Chairman
Patrick S. Jones	Director
Nicolas Barthelemy	Director
Gerhard F. Burbach	Director
Carlos Paya	Director

The address of each executive officer and director is:

Fluidigm Corporation
7000 Shoreline Court, Suite 100
South San Francisco, California 94080 U.S.A.

Our executive officers are eligible to participate in the offer. The non-employee members of our board of directors are not eligible to participate in this offer.

SCHEDULE B

Summary Financial Information of Fluidigm Corporation

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS INFORMATION
(in thousands, except per share amounts)

	<u>Year Ended December 31,</u>		<u>Six Months Ended June 30,</u>	
	<u>2015</u>	<u>2016</u>	<u>2016</u>	<u>2017</u>
Revenue	\$ 114,712	\$ 104,446	\$ 57,171	\$ 49,445
Cost of Revenue	46,630	46,009	24,472	23,932
Gross profit	68,082	58,437	32,699	25,513
Loss from operations	(50,155)	(73,190)	(37,011)	(34,024)
Net loss attributable to common stockholders	(53,315)	(75,985)	(38,501)	(34,134)
Net loss per share, basic and diluted	\$ (1.86)	\$ (2.62)	\$ (1.33)	\$ (1.17)
Shares used in computing net loss per share, basic and diluted	28,711	29,008	28,904	29,292

CONDENSED CONSOLIDATED BALANCE SHEETS

(in thousands)

	<u>December 31, 2015</u>	<u>December 31, 2016</u>	<u>June 30, 2017</u>
Total current assets	\$ 144,095	\$ 96,671	\$ 79,125
Total assets	370,050	306,395	278,709
Total current liabilities	30,081	29,500	34,324
Total liabilities	255,149	253,162	254,772
Total stockholders' equity	114,901	53,233	23,937
Total liabilities and stockholders' equity	370,050	306,395	278,709

SCHEDULE C

GUIDE TO TAX ISSUES IN CANADA

The following is a general summary of the material tax and social contributions consequences of the voluntary cancellation of Eligible Options in exchange for the grant of New Options pursuant to the Offer to Exchange for Eligible Employees subject to the tax and/or social security regime in Canada. This summary is based on the tax and other laws in effect in Canada as of August 2017. We have not obtained a tax ruling or other confirmation from the tax authorities in Canada with regard to this information, and it is possible that the tax authorities may take a different position. This summary is general in nature and does not discuss all of the tax and other legal consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of Eligible Employees. Please note that tax laws change frequently and occasionally on a retroactive basis. As a result, the information contained in this summary may be out of date at the time of grant of the New Options, you exercise your New Options, or you sell Shares acquired upon vesting exercise of the New Options.

If you are a citizen or resident of more than one country or are considered a resident of more than one country for local law purposes, the information contained in this summary may not be applicable to you. In addition, if you received the Eligible Options when you resided in or were otherwise subject to tax in another country (the “original grant country”), but you now reside in or are otherwise subject to tax in a different country (the “new country”), you may be subject to tax in connection with the grant of New Options pursuant to the Offer to Exchange in the original grant country, as well as in the new country. *Accordingly, you are strongly encouraged to and should seek appropriate professional advice as to how the tax or other laws in your country apply to your specific situation.*

TAX INFORMATION¹

Exchange of Eligible Options for New Options

Option Exchange

The tax treatment as a result of the exchange of Eligible Options for the grant of the New Options is uncertain as no definitive guidance has been issued in this regard. Although we cannot guarantee this result, it is likely that the Canada Revenue Agency (the “CRA”) will treat the exchange as a tax-neutral exchange of options. For the purposes of this summary, we assume that the transactions will be treated as described above.

Grant of New Options

Assuming the tax authorities treat the exchange as a tax-neutral exchange of options, you will not be subject to tax when the New Options are granted to you.

¹ Please note that this summary addresses only Canadian federal tax law. You should consult your personal tax adviser to determine the tax consequences of the Offer to Exchange under provincial tax laws.

Vesting of New Options

You will not be subject to tax when the New Options vest.

Exercise of New Options and Delivery of Shares

When you exercise the New Options, you will be subject to income tax on the difference (or “spread”) between the fair market value of the Shares on the date of exercise and the exercise price. Assuming your New Options and the Shares issued upon exercise of the New Options meet certain requirements, only one-half of the spread is subject to income tax (i.e., you may be able to permanently exclude one-half of the spread from the taxable amount for income tax purposes).²

The full spread will be subject to Canada Pension Plan (“CPP”) contributions (or Quebec Pension Plan (“QPP”) contributions, if you reside in Québec) to the extent you have not exceeded the applicable contribution ceiling.

Sale of Shares

When you sell the Shares acquired upon exercise of the New Options, you will be subject to capital gains tax on any gain realized. The taxable amount of the capital gain will be one-half of the difference between the sale price and the adjusted cost basis of the Shares (i.e., the fair market value of the Shares on the date of acquisition of the Shares at exercise plus any brokerage fees related to the acquisition) less any brokerage fees related to the disposal of the Shares. Income tax will be assessed on the taxable income at your marginal income tax rate.

If you own other Shares of the Company which you have acquired from the exercise of other options, vesting of RSUs or outside of the Plans, your adjusted cost base may be different from that described above. You should consult with your personal legal, financial and/or tax adviser(s) in any of these situations.

One-half of any loss arising on the sale of the Shares (including any brokerage fees) may be deducted from any taxable capital gain for the year, the previous three taxation years, or any subsequent year.

Withholding and Reporting

Your employer is required to withhold income tax and CPP (or QPP) contributions (to the extent you have not exceeded the applicable contribution ceiling) when you exercise the New Options. Your employer is also required to report the income recognized at exercise, including the full amount of the spread to the CRA.

You are responsible for paying any difference between your actual tax liability and the amount withheld by your employer at exercise. You are also responsible for reporting and paying any tax resulting from the sale of your Shares.

² Please note that if you are resident in Québec, only 25% of the spread may be deducted with respect to Quebec provincial income tax.

OTHER INFORMATION

Foreign Asset/Account Reporting Information

Foreign property, including Shares and rights to receive Shares (i.e., New Options) of a non-Canadian company held by a Canadian resident employee must generally be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the foreign property exceeds C\$100,000 at any time during the year. Thus, your New Options must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because you hold other foreign property. When Shares are acquired, their cost generally is the adjusted cost base (“ACB”) of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if you own other Shares of the Company, this ACB may have to be averaged with the ACB of the other Shares of Common Stock. *You should consult with your personal tax adviser to ensure compliance with the applicable reporting obligations.*

SCHEDULE D

GUIDE TO TAX ISSUES IN FRANCE

The following is a general summary of the material tax and social contributions consequences of the voluntary cancellation of Eligible Options in exchange for the grant of RSUs and New Options pursuant to the Offer to Exchange for Eligible Employees subject to the tax and/or social security regime in France. This summary is based on the tax and other laws in effect in France as of August 2017. We have not obtained a tax ruling or other confirmation from the tax authorities in France with regard to this information, and it is possible that the tax authorities may take a different position. This summary is general in nature and does not discuss all of the tax and other legal consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of Eligible Employees. Please note that tax laws change frequently and occasionally on a retroactive basis. As a result, the information contained in this summary may be out of date at the time of grant of the RSUs or New Options, the RSUs or New Options vest, you exercise your New Options, or you sell Shares acquired upon vesting of the RSUs or exercise of the New Options.

If you are a citizen or resident of more than one country or are considered a resident of more than one country for local law purposes, the information contained in this summary may not be applicable to you. In addition, if you received the Eligible Options when you resided in or were otherwise subject to tax in another country (the “original grant country”), but you now reside in or are otherwise subject to tax in a different country (the “new country”), you may be subject to tax in connection with the grant of RSUs or New Options pursuant to the Offer to Exchange in the original grant country, as well as in the new country. *Accordingly, you are strongly encouraged to and should seek appropriate professional advice as to how the tax or other laws in your country apply to your specific situation.*

TAX INFORMATION

Your Eligible Options may be granted to you pursuant terms and conditions intended to allow the options to qualify for specific tax and social security treatment under Sections L. 225-177 to L. 225-186-1 of the French Commercial Code, as amended (“French-qualified Options”). French-qualified Options are subject to employer specific social security contributions at grant, but are not subject to income tax or social security contributions at exercise, as long as the French-qualified Options continue to meet the requirements of a French-qualified option at exercise. Therefore, French-qualified Options are generally not subject to taxation until the shares acquired upon exercise of the option are sold or otherwise disposed of, and the taxation of the income subject to income tax and social security contributions may differ from taxation of options that are not French-qualified Options. *You should review the Plans and your Eligible Option agreements including any sub-plans and country-specific appendices thereto to determine whether your options are French-qualified Options and speak to your financial adviser if you have questions concerning terms applicable to you or the tax treatment of the options.*

The RSUs you will receive are intended to qualify for specific tax and social security treatment applicable under Section L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended, or the relevant sections of the French Tax Code or the French Social Security Code, as amended (“French-qualified RSUs”). Significant changes were made to the treatment of French tax qualified RSUs as part of Loi Macron enacted on August 5, 2015. Further modifications to these rules were enacted in December 2016 as part of the 2017 Finance tax bill published on December 30, 2016. This new regime (“Modified Macron French-qualified RSUs”) will apply to French-qualified RSUs granted pursuant to the Offer to Exchange and the information in this supplement assumes your RSUs meet the requirements for qualified treatment under Modified Macron French-qualified RSUs. Please note, you may have previously been granted French-qualified RSUs under the pre-Macron regime which has different requirements (e.g., a two year minimum vesting period from grant, a two year minimum holding period from vesting), as well as different taxation than is described below. *Accordingly, if you have questions about the taxation of the RSUs, please speak with your tax adviser.*

Exchange of Eligible Options for Modified Macron French-qualified RSUs

Option Exchange

You likely will not be subject to tax as a result of the exchange of Eligible Options for the grant of Modified Macron French-qualified RSUs pursuant to the Offer to Exchange.

Grant of Modified Macron French-qualified RSUs

You will not be subject to tax or social contributions when Modified Macron French-qualified RSUs are granted to you.

Vesting of Modified Macron French-qualified RSUs and Delivery of Shares

Notwithstanding any contrary provision in this Offer to Exchange, to satisfy French rules, your RSUs are subject to a minimum one year vesting period, starting from the date of grant, followed by a subsequent minimum one year mandatory holding period after vesting (i.e., a period during which you may not sell or transfer your Shares). Also, your Shares cannot be sold during certain Closed Periods, as defined under the French Sub-Plan and your RSU agreement. As long as these minimum vesting and holding periods are met and all other requirements for Modified Macron French-qualified RSUs are met, you will not be subject to tax or social contributions when your RSUs vest and the Shares are issued to you. Taxation is deferred until the time the underlying Shares are sold or otherwise disposed of.

Wealth Tax

Shares acquired upon vesting of the Modified Macron French-qualified RSUs must be included in your personal estate and declared to the tax authorities if the total value of your taxable personal estate (including your household's estate) exceeds a certain amount (€1,300,000 for 2017), as valued each January 1. A partial exemption may apply if you hold the Shares for a certain number of years. *You should review the rules applicable each January as wealth tax rules may change in the future and valuation rules applicable to holdings of common stock with your professional adviser if you are uncertain whether the wealth tax applies to you.*

Sale of Shares

When you subsequently sell or otherwise dispose of the Shares acquired at vesting, provided your RSUs have maintained their status as Modified Macron French-qualified RSUs, you will be subject to tax. The taxable amount is equal to the net sale price of the Shares. The taxable amount is broken down into two parts:

- The fair market value of the Shares at vesting (the "Gain at Vesting"); and
- The difference between the net sale price and the fair market value of Shares at vesting ("Capital Gain/Loss at Sale").

Gain at Vesting

(a) Personal income tax

The Gain at Vesting will equal the fair market value of the Shares at the time of vesting. This portion of the taxable amount will be subject to income tax at your marginal personal income tax rate in the category of salaries (currently up to 45%).

- If the Gain at Vesting does not exceed €300,000 and if you held the Shares for at least two (2) years but less than eight (8) years, the Gain at Vesting for personal income tax purposes (but not for social taxes) will be reduced by an allowance of 50%.
- If the Gain at Vesting does not exceed €300,000 and if you held the Shares for at least eight (8) years, the Gain at Vesting for personal income tax purposes (but not for social taxes) will be reduced by an allowance of 65%.

The portion, if any, of the annual Gain at Vesting exceeding €300,000³ will be subject to income tax at your marginal personal income tax rate pursuant to the rules applicable to the category of salaries (currently up to 45%) and not eligible to any reduction for holding the Shares.

(b) Additional social taxes

If the Gain at Vesting does not exceed €300,000, the Gain at Vesting also will be subject to additional social taxes (CSG/CRDS) at a rate of 15.5% (of which 5.1% is tax deductible in the year following the year of sale).

The portion, if any, of the annual Gain at Vesting exceeding €300,000⁴, will be subject to additional social taxes (CSG/CRDS) at a rate of 8% (of which 5.1% is tax deductible in the year following the year of sale or disposal of the Shares) and there will be an 10% additional social contribution.

Capital Gain/Loss At Sale

The excess, if any, of the net sale price over the Gain at Vesting will be subject to additional social taxes at a rate of 15.5% (of which 5.1% is tax deductible in the year following the year of sale or disposal of the Shares) and to personal income tax at the progressive rates applicable to your taxable income, up to 45%. In particular:

- if you hold the Shares for at least two (2) years but less than eight (8) years, the Capital Gain basis for personal income tax purposes (but not for social taxes) will be reduced by an allowance of 50%;
- if you hold the Shares for at least eight (8) years, the Capital Gain basis for personal income tax purposes (but not for social taxes) will be reduced by an allowance of 65%.

³ Please note that in case where various vesting gains become taxable the same year but result from several RSUs grants authorized on or after December 30, 2016 (i.e. several Modified Macron French-qualified RSUs), the annual limit of €300,000 is calculated by adding together the various taxable Gains at Vesting.

⁴ Please see note 3.

If the net sale price is less than the Gain at Vesting, you will realize a capital loss. The entire capital loss may be offset against the Gain at Vesting and possibly other capital gains. Then, any applicable 50% or 65% rebate depending on whether the Shares were held for a period of at least two (2) years or eight (8) years, will apply to the positive net amount, if any, of the capital gain after the offset of capital loss. This capital loss may be used to offset Gain at Vesting and/or other capital gains realized from the sale of securities by you and your household. Capital loss cannot be offset against other types of income.

Please note that capital gains taxation is complicated; therefore, you are strongly encouraged to consult with your personal tax adviser.

Surtax on high income

In addition, a surtax at a rate of 3% applies to the portion of income exceeding €250,000 for a single taxpayer and €500,000 for a couple. A surtax of 4% applies to the portion of income exceeding €500,000 for a single taxpayer and €1,000,000 for a couple. This surtax will apply to all types of income received during the tax year, (including any Gain at Vesting and the entire Capital Gain at the time your Shares are sold (as opposed to a reduced amount based on the period for which the Shares have been held before disposal)). If certain conditions are met, you may be exempted from this surtax, depending on your “*Revenu Fiscal de Référence*.” *You should speak with your personal tax adviser for more information regarding the surtax on high income.*

Withholding and Reporting

Your employer will report the details of the vesting of your Modified Macron French-qualified RSUs on its monthly declaration of salaries (“DSN”) to the French tax and social authorities in the month in which the Modified Macron French-qualified RSUs vest. Your employer will also report these details to you on an individual statement that will be sent to you no later than March 1 of the year following the vesting. Your employer will not withhold income tax, wealth tax, surtax or the employee portion of social taxes or social contributions on the taxable amount, provided that you are a French tax resident at the time of sale.

It is your responsibility to report any taxable salary and benefits and to pay any tax resulting from the sale of Shares.

Exchange of Eligible Options for New French-qualified Options (for Eligible Employees at level of Vice President or above)

Option Exchange

You likely will not be subject to tax as a result of the exchange of Eligible Options for the grant of new French-qualified Options pursuant to the Offer to Exchange.

Grant of New French-qualified Options

You will not be subject to tax or social contributions when new French-qualified Options are granted to you.

Vesting of New French-qualified Options

You will not be subject to tax or social contributions when new French-qualified Options vest.

Exercise of New French-qualified Options and Delivery of Shares

On the date you exercise your new French-qualified Options and acquire Shares, you will not be subject to personal income taxation provided the requirements for French-qualified Options have been met.⁵

Wealth Tax

Shares acquired upon exercise of the new French-qualified Options must be included in your personal estate and declared to the tax authorities if the total value of your taxable personal estate (including your household's estate) exceeds a certain amount (€1,300,000 for 2017), as valued each January 1. A partial exemption may apply if you hold the Shares for a certain number of years. *You should review the rules applicable each January as wealth tax rules may change in the future and the valuation rules applicable to holdings of common stock with your professional adviser if you are uncertain whether the wealth tax applies to you.*

Sale of Shares

When you subsequently sell or otherwise dispose of the Shares acquired at exercise, provided your French-qualified Options have maintained their French-qualified status, you will be subject to tax. The taxable amount is broken down into two parts:

- The difference between the fair market value of the Shares on the date of exercise and the exercise price (the "Gain at Exercise"); and
- The difference between the net sale price and the fair market value of Shares at vesting ("Capital Gain/Loss at Sale").

Gain at Exercise

(a) *Personal income tax*

The Gain at Exercise is treated as an additional salary for personal income tax purposes. This portion of the taxable amount will be subject to income tax at your marginal personal income tax rate in the category of salaries (currently up to 45%).

(b) *Additional social taxes*

The Gain at Exercise will be subject to a specific social contribution at a rate of 10%. In addition, the Gain at Exercise will be subject to additional social taxes at a combined rate of 8% (5.1% is tax deductible from your taxable income in the year of payment of the 5.1% social tax.).

⁵ If the exercise price is below 95% of the twenty trading day average, there is an excess discount, subject to social contributions at exercise, reporting into the pay slip and subject to personal income tax as well.

Capital Gain/Loss At Sale

The excess, if any, of the net sale price over the Gain at Exercise will be subject to additional social taxes at a rate of 15.5% (of which 5.1% is tax deductible in the year following the year of sale or disposal of the Shares) and to personal income tax at the progressive rates applicable to your taxable income, up to 45%. In particular:

- if you hold the Shares for at least two (2) years but less than eight years, the Capital Gain basis for personal income tax purposes (but not for social taxes) will be reduced by an allowance of 50%;
- if you hold the Shares for at least eight (8) years, the Capital Gain basis for personal income tax purposes (but not for social taxes) will be reduced by an allowance of 65%.

If the net sale price is less than the Gain at Exercise, you will realize a capital loss. The entire capital loss may be offset against the Gain at Exercise and possibly other capital gains. Then, any applicable 50% or 65% rebate depending on whether the Shares were held for a period of at least two (2) years or eight (8) years, will apply to the positive net amount, if any, of the capital gain after the offset of capital loss. This capital loss may be used to offset Gain at Exercise and/or other capital gains realized from the sale of securities by you and your household. Capital loss cannot be offset against other types of income.

Please note that capital gains taxation is complicated; therefore, you are strongly encouraged to consult with your personal tax adviser.

Surtax on high income

In addition, a surtax at a rate of 3% applies to the portion of income exceeding €250,000 for a single taxpayer and €500,000 for a couple. A surtax of 4% applies to the portion of income exceeding €500,000 for a single taxpayer and €1,000,000 for a couple. This surtax will apply to all types of income received during the tax year (including any Gain at Exercise and the entire Capital Gain at the time your Shares are sold (as opposed to a reduced amount based on the period for which the Shares have been held before disposal)). If certain conditions are met, you may be exempted from this surtax, depending on your “*Revenu Fiscal de Référence*.” You should speak with your personal tax adviser for more information regarding the surtax on high income.

Withholding and Reporting

Your employer will report details of the exercise of the new French-qualified Options on its monthly declaration of salaries (“DSN”) to the tax and social authorities in the month following the exercise of the French-qualified options. Your employer will also report these details to you on an individual statement that will be sent to you no later than March 1 of the year following the exercise. Your employer will not withhold income tax, wealth tax, surtax or the employee portion of social taxes or social contributions on the taxable amount, provided that you are a French tax resident at the time of sale.

It is your responsibility to report any taxable salary and benefit and to pay any tax resulting from the sale of Shares.

OTHER INFORMATION

Foreign Asset/Account Reporting Information

You must declare all foreign bank and brokerage accounts (including the accounts that were opened, in use and closed during the tax year) when you file your annual income tax return. This reporting obligation applies to any bank or brokerage account holding Shares or proceeds from the sale of Shares offshore. Failure to do so could trigger significant penalties.

Exchange Control information

You must declare to the customs and excise authorities any cash or securities you import or export without the use of a financial institution if the value of the cash or securities is equal to or exceeds a certain amount which is set annually (€10,000 for 2017). Above €50,000, certain documentary evidence on the origin of the funds will be requested by the authorities. Failure to do so could trigger significant penalties.

Language Consent

Should you elect to participate in this Offer to Exchange, you confirm having read and understood the documents relating to the exchange which were provided in the English language. You accordingly accept the terms of those documents.

Consentement a la Langue

En acceptant cette offre d'échange, vous confirmez avoir lu et compris les documents relatifs à l'échange qui vous ont été fournis en langue anglaise. Vous acceptez également les termes et conditions de ces documents.

SCHEDULE E

GUIDE TO TAX ISSUES IN GERMANY

The following is a general summary of the material tax and social contributions consequences of the voluntary cancellation of Eligible Options in exchange for the grant of RSUs pursuant to the Offer to Exchange for Eligible Employees subject to the tax and/or social security regime in Germany. This summary is based on the tax and other laws in effect in Germany as of August 2017. We have not obtained a tax ruling or other confirmation from the tax authorities in Germany with regard to this information, and it is possible that the tax authorities may take a different position. This summary is general in nature and does not discuss all of the tax and other legal consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of Eligible Employees. Please note that tax laws change frequently and occasionally on a retroactive basis. As a result, the information contained in this summary may be out of date at the time of grant of the RSUs, the RSUs vest, or you sell Shares acquired upon vesting of the RSUs.

If you are a citizen or resident of more than one country or are considered a resident of more than one country for local law purposes, the information contained in this summary may not be applicable to you. In addition, if you received the Eligible Options when you resided in or were otherwise subject to tax in another country (the “original grant country”), but you now reside in or are otherwise subject to tax in a different country (the “new country”), you may be subject to tax in connection with the grant of RSUs pursuant to the Offer to Exchange in the original grant country, as well as in the new country. *Accordingly, you are strongly encouraged to and should seek appropriate professional advice as to how the tax or other laws in your country apply to your specific situation.*

TAX INFORMATION

Option Exchange

You will not be subject to tax as a result of the exchange of Eligible Options for the grant of RSUs pursuant to the Offer of Exchange.

Grant of RSUs

You will not be subject to tax when the RSUs are granted to you.

Vesting of RSUs and Delivery of Shares

You will be subject to income tax, solidarity surcharge and church tax (the latter provided you are a member of a recognized church) and social insurance contributions (to the extent you have not already reached the applicable contribution ceilings) when the RSUs vest and Shares are delivered to you. The taxable amount will be the fair market value of the Shares issued to you at vesting.

Sale of Shares

When you subsequently sell Shares acquired at vesting of the RSUs at a gain, you will be subject to capital gains tax on any gain at a flat rate of 25% (plus 5.5% solidarity surcharge plus 8 or 9% church tax (if applicable), calculated on the 25%), provided you do not own 1% or more of Fluidigm’s stated capital (and have not owned 1% or more at any time in the last five years) and the Shares are not held as a business asset. You may deduct €801 (€1,602 for married couples filing jointly) from your total capital gains and other income derived from capital investment earned in the relevant tax year. Please note that you may elect to be taxed at your marginal tax rate if the 25% flat rate exceeds your marginal tax rate. The taxable amount, whether at the flat rate or at your marginal tax rate, will be the difference between the sale proceeds and the fair market value of the Shares issued (and taxed) at vesting.

Withholding and Reporting

Your employer will withhold and report income tax, solidarity surcharge and church tax (the latter if applicable) and social insurance contributions (to the extent you have not already reached the applicable contribution ceilings) when the RSUs vest and the Shares are issued to you. If your actual tax liability differs from the amount withheld, you are responsible for paying any additional tax owed. When filing your annual income tax return, you must report the income from the RSU vesting.

You are also responsible for reporting and paying any tax resulting from a capital gain realized in the sale of your Shares (unless your Shares are held by a German financial institution in a custodial account at the time of sale and the German financial institution withholds the applicable taxes due on the capital gains).

OTHER INFORMATION

Exchange Control Information

For statistical purposes, the German Federal Bank requires that you file monthly reports for any cross-border transactions in excess of €12,500. If applicable, you are responsible for electronically reporting to the German Federal Bank by the fifth day of the month following the month in which the payment occurs. The form of report (*Allgemeine Meldeportal Statistik*) can be accessed via German Federal Bank's website (www.bundesbank.de) and is available in both German and English.

SCHEDULE F

GUIDE TO TAX ISSUES IN ITALY

The following is a general summary of the material tax and social contributions consequences of the voluntary cancellation of Eligible Options in exchange for the grant of RSUs or New Options pursuant to the Offer to Exchange for Eligible Employees subject to the tax and/or social security regime in Italy. This summary is based on the tax and other laws in effect in Italy as of August 2017. We have not obtained a tax ruling or other confirmation from the tax authorities in Italy with regard to this information, and it is possible that the tax authorities may take a different position. This summary is general in nature and does not discuss all of the tax and other legal consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of Eligible Employees. Please note that tax laws change frequently and occasionally on a retroactive basis. As a result, the information contained in this summary may be out of date at the time of grant of the RSUs or New Options, the RSUs or New Options vest, you exercise your New Options, or you sell Shares acquired upon vesting of the RSUs or exercise of the New Options.

If you are a citizen or resident of more than one country or are considered a resident of more than one country for local law purposes, the information contained in this summary may not be applicable to you. In addition, if you received the Eligible Options when you resided in or were otherwise subject to tax in another country (the “original grant country”), but you now reside in or are otherwise subject to tax in a different country (the “new country”), you may be subject to tax in connection with the grant of RSUs or New Options pursuant to the Offer to Exchange in the original grant country, as well as in the new country. *Accordingly, you are strongly encouraged to and should seek appropriate professional advice as to how the tax or other laws in your country apply to your specific situation.*

TAX INFORMATION

Your Eligible Options may be subject to certain exercise restrictions, including a cashless exercise restriction, which prevents you from holding Shares following the exercise of the option. Should you decide to participate in the Offer to Exchange and are eligible to receive an RSU grant, the RSU grant will not be subject to forced sale restriction and you may hold the Shares, or sell them, as you see fit, following the vesting of the RSU. Should you decide to participate in the Offer to Exchange and are eligible to receive a New Option Grant, your New Options may be subject to certain exercise restrictions, including a cashless exercise restriction, which prevents you from holding Shares following the exercise of the option. *You should review your award agreements and any country-specific sub-plan or appendix thereto to determine any restrictions on the exercise of the option and speak to your financial adviser if you have questions concerning same.*

Exchange of Eligible Options for RSUs

Option Exchange

You should not be subject to tax as a result of the exchange of Eligible Options for the grant of RSUs pursuant to the Offer to Exchange.

Grant of RSUs

You will not be subject to tax when the RSUs are granted to you.

Vesting of RSUs and Delivery of Shares

You likely will be subject to income tax, but not social insurance contributions, when the RSUs vest and Shares are delivered to you. The taxable amount will be the fair market value of the Shares issued to you at vesting. For Italian income tax purposes, the fair market value of the Shares is equal to the average price of the Shares on the official stock exchange on which Shares are traded (*i.e.*, Nasdaq) over the month immediately preceding and including the date the Shares are issued to you at vesting. The taxable amount at vesting will also be subject to municipal and regional surcharges.

Sale of Shares

When you subsequently sell Shares acquired at vesting of the RSUs, you will be subject to capital gains tax on any capital gains. The taxable amount will be the difference between the sale price and the fair market value of the Shares issued to you at vesting. In calculating the taxable amount, you may subtract any expenses incurred to produce the gain, except interest, and losses from the sale of non-qualified shareholdings or capital investments.

Alternatively, as a holder of a non-qualified shareholding, you may elect to be subject to capital gains tax under one of two alternative capital gains tax regimes, both of which require you to deposit the Shares you acquire at vesting with a broker authorized by the Ministry of Finance. *You should speak with your personal tax adviser for additional information about these alternative capital gains tax regimes.*

Withholding and Reporting

Your employer is required to withhold and report tax when the Shares are delivered to you upon the vesting of the RSUs. You are responsible for reporting the income at vesting on your annual tax return (if you are required to file one) and for paying any difference between the amount withheld and your actual tax liability.

You will also be responsible for declaring any capital gains you realize upon the sale of Shares and paying applicable taxes due on such gains.

Exchange of Eligible Options for New Options (for Eligible Employees at level of Vice President or above)

Option Exchange

You should not be subject to tax as a result of the exchange of Eligible Options for the grant of New Options pursuant to the Offer to Exchange.

Grant of New Options

You will not be subject to tax when the New Options are granted to you.

Vesting of New Options

You will not be subject to tax when the New Options vest.

Exercise of New Options and Delivery of Shares

You likely will be subject to income tax, but not social insurance contributions, when the New Options are exercised and Shares are delivered to you. The taxable amount will be the difference between the fair market value of the Shares at exercise and the exercise price (the “spread”). For Italian income tax purposes, the fair market value of the Shares is equal to the average price of the Shares on the official stock exchange on which Shares are traded (*i.e.*, Nasdaq) over the month immediately preceding and including the date the New Options are exercised. The taxable amount at exercise will also be subject to municipal and regional surcharges.

Sale of Shares

When you subsequently sell Shares acquired at exercise, you will be subject to capital gains tax on any capital gains. The taxable amount will be the difference between the sale price and the fair market value of the Shares issued to you at exercise. In calculating the taxable amount, you may subtract any expenses incurred to produce the gain, except interest, and losses from the sale of non-qualified shareholdings or capital investments.

Alternatively, as a holder of a non-qualified shareholding, you may elect to be subject to capital gains tax under one of two alternative capital gains tax regimes, both of which require you to deposit the Shares you acquire at exercise with a broker authorized by the Ministry of Finance. *You should speak with your personal tax adviser for additional information about these alternative capital gains tax regimes.*

Withholding and Reporting

Your employer is required to withhold and report tax when you exercise the option and the Shares are delivered to you. You are responsible for reporting the income at exercise on your annual tax return (if you are required to file one) and for paying any difference between the amount withheld and your actual tax liability.

You will also be responsible for declaring any capital gains you realize upon the sale of Shares and paying applicable taxes due on such gains.

OTHER INFORMATION

Foreign Asset/Account Reporting Information

Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) which may generate income taxable in Italy, are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions. You should consult your personal adviser to ensure compliance with applicable reporting obligations.

The value of the financial assets held outside of Italy by individuals resident of Italy is subject to a foreign asset tax at an annual rate of two per thousand (0.2%). The taxable amount will be the fair market value of the financial assets (e.g., the Shares) assessed at the end of the calendar year. No tax payment duties arise if the amount of the foreign assets tax calculated on all financial assets held abroad does not exceed €12.

SCHEDULE G

GUIDE TO TAX ISSUES IN JAPAN

The following is a general summary of the material tax and social contributions consequences of the voluntary cancellation of Eligible Options in exchange for the grant of RSUs pursuant to the Offer to Exchange for Eligible Employees subject to the tax and/or social security regime in Japan. This summary is based on the tax and other laws in effect in Japan as of August 2017. We have not obtained a tax ruling or other confirmation from the tax authorities in Japan with regard to this information, and it is possible that the tax authorities may take a different position. This summary is general in nature and does not discuss all of the tax and other legal consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of Eligible Employees. Please note that tax laws change frequently and occasionally on a retroactive basis. As a result, the information contained in this summary may be out of date at the time of grant of the RSUs, the RSUs vest, or you sell Shares acquired upon vesting of the RSUs.

If you are a citizen or resident of more than one country or are considered a resident of more than one country for local law purposes, the information contained in this summary may not be applicable to you. In addition, if you received the Eligible Options when you resided in or were otherwise subject to tax in another country (the “original grant country”), but you now reside in or are otherwise subject to tax in a different country (the “new country”), you may be subject to tax in connection with the grant of RSUs pursuant to the Offer to Exchange in the original grant country, as well as in the new country. *Accordingly, you are strongly encouraged to and should seek appropriate professional advice as to how the tax or other laws in your country apply to your specific situation.*

TAX INFORMATION

Option Exchange

The Japanese tax treatment of the exchange of Eligible Options for the grant of RSUs is uncertain, because there are no specific tax provisions related to such an exchange.⁶ The Company and your employer are of the view that the exchange of Eligible Options for the grant of RSUs pursuant to the Offer to Exchange should not constitute a taxable event. However, we strongly urge you to consult your personal legal counsel, accountant, financial and/or tax adviser(s) regarding the potential tax consequences of the option exchange.

Grant of RSUs

You will not be subject to tax when the RSUs are granted to you.

Vesting of RSUs and Delivery of Shares

You likely will be subject to income tax (including a Tsunami Reconstruction Surtax on the national tax portion of your tax liability), but not social insurance contributions, when the RSUs vest and Shares are delivered to you. The taxable amount will be the fair market value of the Shares issued to you at vesting.

⁶ Under the existing Japanese income tax law, the general rule is that income is recognized when a non-transferability provision of an option expires or is forfeited (this typically happens when the option is exercised). However, it is uncertain how this general rule applies in the context of an exchange of options for other types of stock-based awards, especially if the exchanged item such as the RSUs would not have an obvious value when exchanged.

Sale of Shares

When you subsequently sell Shares acquired at vesting of the RSUs at a gain, you will be subject to capital gains tax (including a Tsunami Reconstruction Surtax on the national tax portion of your tax liability). The taxable amount likely will be the difference between the sale price and the fair market value of the Shares issued to you at vesting. You may be eligible for a reduced tax rate if certain conditions are met. *Please consult with your personal tax adviser to find out if you are eligible for a reduced rate.*

Withholding and Reporting

Your employer is not required to withhold income tax when the RSUs vest and the Shares are delivered to you. However, your employer is required to report the income recognized at the time of delivery on Form 9(3) by March 31 of the year following the year in which the taxable event occurred. You are responsible for reporting and paying any tax resulting from the receipt and sale of the Shares.

Note that the Japanese tax authorities are aware that employees of Japanese affiliates of U.S. companies may earn substantial income as a result of their participation in an equity incentive plan, and they are systematically auditing the tax returns of such employees to confirm that they have correctly reported any applicable income and paid any applicable tax.

OTHER INFORMATION

Foreign Asset/Account Reporting Information

Japanese residents and foreign nationals with permanent residency in Japan who hold assets outside of Japan (including any Shares acquired at vesting) with a value exceeding ¥50,000,000 (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such investments.

SCHEDULE H

GUIDE TO TAX ISSUES IN MALAYSIA

The following is a general summary of the material tax and social contributions consequences of the voluntary cancellation of Eligible Options in exchange for the grant of RSUs pursuant to the Offer to Exchange for Eligible Employees subject to the tax and/or social security regime in Malaysia. This summary is based on the tax and other laws in effect in Malaysia as of August 2017. We have not obtained a tax ruling or other confirmation from the tax authorities in Malaysia with regard to this information, and it is possible that the tax authorities may take a different position. This summary is general in nature and does not discuss all of the tax and other legal consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of Eligible Employees. Please note that tax laws change frequently and occasionally on a retroactive basis. As a result, the information contained in this summary may be out of date at the time of the grant of RSUs, the RSUs vest, or you sell Shares acquired upon vesting of the RSUs.

If you are a citizen or resident of more than one country or are considered a resident of more than one country for local law purposes, the information contained in this summary may not be applicable to you. In addition, if you received the Eligible Options when you resided in or were otherwise subject to tax in another country (the “original grant country”), but you now reside in or are otherwise subject to tax in a different country (the “new country”), you may be subject to tax in connection with the grant of RSUs pursuant to the Offer to Exchange in the original grant country, as well as in the new country. *Accordingly, you are strongly encouraged to and should seek appropriate professional advice as to how the tax or other laws in your country apply to your specific situation.*

TAX INFORMATION

Option Exchange

You likely will not be subject to tax as a result of the exchange of Eligible Options for the grant of RSUs pursuant to the Offer to Exchange.

Grant of RSUs

You will not be subject to tax when the RSUs are granted to you.

Vesting of RSUs and Delivery of Shares

You will be subject to income tax, but not social insurance contributions, when the RSUs vest and Shares are delivered to you. The taxable amount will be the fair market value of the Shares issued to you at vesting. For Malaysian tax purposes, the market value of the Shares is the average of the highest and lowest trading prices of the shares on the applicable date, as quoted on Nasdaq.

Sale of Shares

When you subsequently sell the Shares acquired at vesting of the RSUs, you will not be subject to tax on any gain you realize, provided you are not in the business of buying and selling securities.

Withholding and Reporting

Your employer will report income tax when the RSUs vest and Shares are issued to you. Your employer will also withhold income tax due on the taxable amount at vesting unless you make an election with your employer to pay the income tax directly to the tax authorities. If your employer withholds the applicable tax, you are responsible for paying any difference between your actual tax liability and the amount withheld from the taxable amount at vesting and for reporting the income recognized at vesting directly to the tax authorities.

OTHER INFORMATION**Director Reporting Requirement**

If you are a director of the Company's Malaysian subsidiary, you are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian subsidiary in writing when you receive or dispose of an interest (e.g., RSUs or Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

SCHEDULE I

GUIDE TO TAX ISSUES IN SINGAPORE

The following is a general summary of the material tax and social contributions consequences of the voluntary cancellation of Eligible Options in exchange for the grant of RSUs and New Options pursuant to the Offer to Exchange for Eligible Employees subject to the tax and/or social security regime in Singapore. This summary is based on the tax and other laws in effect in Singapore as of August 2017. **We are in the process of applying for a tax ruling from the Inland Revenue Authority of Singapore (“IRAS”) for confirmation on the tax treatment of the exchange and the RSU Grant and New Option Grant, and it is possible that the IRAS may take a different position from the information provided herein.**

This summary is general in nature and does not discuss all of the tax and other legal consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of Eligible Employees. Please note that tax laws change frequently and occasionally on a retroactive basis. As a result, the information contained in this summary may be out of date at the time of grant of the RSUs or New Options, the RSUs or New Options vest, you exercise your New Options, or you sell Shares acquired upon vesting of the RSUs or exercise of the New Options.

If you are a citizen or resident of more than one country or are considered a resident of more than one country for local law purposes, the information contained in this summary may not be applicable to you. In addition, if you received the Eligible Options when you resided in or were otherwise subject to tax in another country (the “original grant country”), but you now reside in or are otherwise subject to tax in a different country (the “new country”), you may be subject to tax in connection with the RSU Grant or New Option Grant pursuant to the Offer to Exchange in the original grant country, as well as in the new country. *Accordingly, you are strongly encouraged to and should seek appropriate professional advice as to how the tax or other laws in your country apply to your specific situation.*

TAX INFORMATION

Option Exchange

The Singaporean tax treatment of the exchange of Eligible Options for the grant of RSUs or New Options is uncertain. The Company and your employer are of the view that the exchange of Eligible Options for RSUs or New Options pursuant to the Offer to Exchange should not constitute a taxable event. **Subject to the advance tax ruling from the IRAS, our following comments will apply if the exchange is not considered as a taxable event and does not trigger any Singapore taxes. If the exchange is considered as a taxable event, you will be responsible for paying any such taxes directly to the tax authorities. We strongly urge you to consult your personal legal counsel, accountant, financial and/or tax adviser(s) regarding the potential tax consequences of the option exchange.**

Exchange of Eligible Options for RSUs

Grant of RSUs

You will not be subject to tax when the RSUs are granted to you.

Vesting of RSUs and Delivery of Shares

You likely will be subject to income tax, but not social insurance contributions, when the RSUs vest (if there is no selling restriction imposed on the underlying Shares that you acquire under the RSUs). The taxable amount will be the open market value (“OMV”) of the Shares issued to you at vesting. The OMV of the Shares is statutorily defined as the price of the Shares at the last transaction (i.e., the closing price) on date of vesting.

Sale of Shares

When you subsequently sell the Shares acquired at vesting of the RSUs, you will not be subject to tax on any gain you realize, provided you are not in the business of buying and selling securities.

Withholding and Reporting

Your employer will prepare an annual Return of Employee’s Remuneration (to report your salary, bonuses, etc.), including a return reporting any gains you have derived from the vesting of RSUs. Your employer will provide these returns by March 1 for your preparation and filing of your income tax returns. However, if your employer has made arrangements to transmit salary information electronically to the IRAS under the Auto-Inclusion Scheme (or is required to participate in the scheme), there is no requirement for your employer to provide you with these returns. Instead, the salary information transmitted electronically to the IRAS will be automatically included in your return. Please note that you are responsible for ensuring that the income in your annual income tax return is accurate and for paying any applicable tax based on the notice of assessment directly issued to you from the IRAS.

Generally, your employer is not required to withhold income tax when the RSUs vest. Withholding only applies on the employment income you have derived when tax clearance is required. Tax clearance is required if you are a non-Singapore citizen, a non-Singapore Permanent Resident employee, or a Singapore Permanent Resident employee who (i) ceases Singapore employment, (ii) departs Singapore for more than three months, or (iii) is posted overseas (i.e., “tax clearance events”). When a tax clearance takes place, any of your unvested RSUs, which will not be forfeited or cancelled, will be deemed to be vested one month before the tax clearance event occurs. Any gains you derive from this “deemed vesting” will have to be reported as taxable income by your employer during the tax clearance process. In such a situation, your employer is obligated to (i) file a tax clearance form to notify IRAS and (ii) withhold any monies due to you one month before the tax clearance event. The monies will be withheld by your employer until tax clearance is given or 30 days after IRAS receives the tax clearance form, whichever is earlier.

Exchange of Eligible Options for New Options (for Eligible Employees at level of Vice President or above)

Grant of New Options

You will not be subject to tax when the New Options are granted to you.

Vesting of New Options

You will not be subject to tax when the New Options vest.

Exercise of New Options and Delivery of Shares

You likely will be subject to income tax, but not social insurance contributions, when you exercise your New Options (if there is no selling restriction imposed on the underlying Shares that you acquire under the new options). The taxable amount will be the open market value (“OMV”) of the Shares issued to you at exercise less the exercise price. The OMV of the Shares is statutorily defined as the price of the Shares at the last transaction (i.e., the closing price) on date of exercise.

Sale of Shares

When you subsequently sell the Shares acquired at vesting of the RSUs, you will not be subject to tax on any gain you realize, provided you are not in the business of buying and selling securities.

Withholding and Reporting

Your employer will prepare an annual Return of Employee's Remuneration (to report your salary, bonuses, etc.), including a return reporting any gains you have derived from the exercise of your New Options. Your employer will provide these returns by March 1 for your preparation and filing of your income tax returns. However, if your employer has made arrangements to transmit salary information electronically to the IRAS under the Auto-Inclusion Scheme (or is required to participate in the scheme), there is no requirement for your employer to provide you with these returns. Instead, the salary information transmitted electronically to the IRAS will be automatically included in your return. Please note that you are responsible for ensuring that the income in your annual income tax return is accurate and for paying any applicable tax based on the notice of assessment directly issued to you from the IRAS.

Generally, your employer is not required to withhold income tax when you exercise your New Options. Withholding only applies on the employment income you have derived when tax clearance is required. Tax clearance is required if you are a non-Singapore citizen, a non-Singapore Permanent Resident employee, or a Singapore Permanent Resident employee who (i) ceases Singapore employment, (ii) departs Singapore for more than three months, or (iii) is posted overseas (i.e., "tax clearance events"). When a tax clearance takes place, any of your unexercised New Options (whether or not vested), which will not be forfeited or cancelled, will be deemed to be exercised one month before the tax clearance event occurs. Any gains you derive from this "deemed exercise" will have to be reported as taxable income by your employer during the tax clearance process. In such a situation, your employer is obligated to (i) file a tax clearance form to notify IRAS and (ii) withhold any monies due to you one month before the tax clearance event. The monies will be withheld by your employer until tax clearance is given or 30 days after IRAS receives the tax clearance form, whichever is earlier.

OTHER INFORMATION

Securities Law Information

This Offer to Exchange is made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Offer to Exchange, the Plan and related documents have not been lodged or registered as a prospectus with the Monetary Authority of Singapore. You should note that the RSUs and New Options are subject to section 257 of the SFA and you will not be able to make (i) any subsequent sale of any Shares acquired upon vesting of the RSUs/exercise of New Options in Singapore or (ii) any offer of such subsequent sale of the Shares subject in Singapore, unless such sale or offer in is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA or such sale or offer is made after six (6) months from the New Award Grant Date.

Chief Executive Officer and Director Notification Obligation

If you are a chief executive officer, director, associate director or shadow director of a Singapore subsidiary, you must notify the Singapore subsidiary in writing of an interest (e.g., New Option, RSUs, etc.) in the Company within two business days of (i) acquiring or disposing of such interest, (ii) any change in a previously disclosed interest (e.g., exchange of options, sale of Shares), or (iii) becoming a chief executive officer, director, associate director or shadow director.

SCHEDULE J

GUIDE TO TAX ISSUES IN THE UNITED KINGDOM

The following is a general summary of the material tax and social contributions consequences of the voluntary cancellation of Eligible Options in exchange for the grant of RSUs pursuant to the Offer to Exchange for Eligible Employees subject to the tax and/or social security regime in the United Kingdom. This summary is based on the tax and other laws in effect in the United Kingdom as of August 2017. We have not obtained a tax ruling or other confirmation from the HM Revenue & Customs (“HMRC”) in the United Kingdom with regard to this information, and it is possible that HMRC may take a different position. This summary is general in nature and does not discuss all of the tax and other legal consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of Eligible Employees. Please note that tax laws change frequently and occasionally on a retroactive basis. As a result, the information contained in this summary may be out of date at the time of grant of the RSUs, the RSUs vest, or you sell Shares acquired upon vesting of the RSUs.

If you are a citizen or resident of more than one country or are considered a resident of more than one country for local law purposes, the information contained in this summary may not be applicable to you. In addition, if you received the Eligible Options when you resided in or were otherwise subject to tax in another country (the “original grant country”), but you now reside in or are otherwise subject to tax in a different country (the “new country”), you may be subject to tax in connection with the RSU Grant pursuant to the Offer to Exchange in the original grant country, as well as in the new country. *Accordingly, you are strongly encouraged to and should seek appropriate professional advice as to how the tax or other laws in your country apply to your specific situation.*

TAX INFORMATION

Your Eligible Options may have been subject to your agreement to accept any liability for secondary Class 1 national insurance contributions (“NICs”) which may be payable by the Company or your employer in connection with the exercise of the option and any taxable or tax withholding event (the “Employer’s NICs”). You may have entered into a joint election with the Company or your employer (the “Joint Election”) to accomplish the transfer of the Employer’s NICs liability to you. *You should review your eligible option agreements and any country-specific sub-plan or appendix thereto to determine any terms and conditions related to the Employer NICs liability with regard to your Eligible Options and speak to your financial adviser if you have questions concerning same.*

Should you decide to participate in the Offer to Exchange, the RSU Grant may also be subject to your agreement to accept any liability for Employer NICs in connection with the grant of the RSUs and any Shares acquired thereunder as described below.

Option Exchange

You likely will not be subject to tax as a result of the exchange of Eligible Options for the grant of RSUs pursuant to the Offer to Exchange.

Grant of RSUs

You likely will not be subject to tax when the RSUs are granted to you.

Vesting of RSUs and Delivery of Shares

You will be subject to income tax and NICs when the RSUs vest and Shares are issued to you. The taxable amount will be the market value of the Shares issued to you at vesting. Please note that you may be liable for Employer NICs on the taxable amount if you have entered into a Joint Election applicable to the grant of the RSUs.

Sale of Shares

When you subsequently sell Shares acquired at vesting of the RSUs at a gain, you will be subject to capital gains tax. You will be taxed on the difference between the sale proceeds and the market value of the Shares at vesting. However, you will be subject to capital gains tax in any tax year only if your capital gain exceeds your annual personal exemption.

Furthermore, if you acquire other Shares of the Company, you must take into account the share identification rules in calculating your capital gains liability. *Please consult your personal tax adviser to determine how share identification rules apply in your particular situation.*

Withholding and Reporting

Your employer will calculate the income tax and NICs due at vesting of the RSUs and delivery of the Shares and will account for these amounts to HMRC on your behalf. You are liable for all income tax and employee NICs due (as well as Employer NICs if you are or have been required to enter into a Joint Election) and must pay all such taxes. Your employer is also required to report the details of the grant and vesting of the RSUs and the acquisition of Shares on its annual online tax return filed with HMRC.

In addition to your employer's reporting obligations, you are responsible for reporting any income acquired upon vesting of the RSUs and the sale of your Shares on your annual tax return. You are also responsible for paying any tax resulting from the sale of the Shares.

EMAIL TO ALL ELIGIBLE EMPLOYEES

From: FluidigmExchange@equitybenefits.com
To: All Eligible Employees
Date: August 23, 2017
Subject: LAUNCH OF FLUIDIGM'S STOCK OPTION EXCHANGE PROGRAM

Dear Fluidigmer:

This is Stock & Option Solutions, or SOS, and we are helping with the stock option exchange program for Fluidigm.

You are receiving this email because you are eligible to participate in a voluntary, one-time stock option exchange offer that will allow you to exchange certain out-of-the money stock options for new equity awards, as described in more detail below, and also in the attached document titled "Offer to Exchange Certain Outstanding Options for New Awards," or the Offer to Exchange.

There are a number of capitalized terms used in this email that, if they aren't defined in the email, are defined and discussed in further detail in the Offer to Exchange. If, after you've read this message and accompanying materials, you still have questions, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. We also recommend that you consult with your personal financial, legal and/or tax advisers to weigh the benefits and risks involved in participating in the offer.

This stock option exchange program is a voluntary, one-time stock option exchange offer from Fluidigm Corporation, or Fluidigm, to allow Eligible Employees who received certain Eligible Options the opportunity to exchange those options for RSUs or New Options covering a lesser number of Shares than are subject to the Eligible Options as of immediately before being cancelled and exchanged in the offer, subject to a different vesting schedule (the "offer"). All Eligible Employees who participate in the offer will receive New Awards entirely in the form of RSUs in exchange for their cancelled Eligible Options, except that Eligible Employees with a VP title or above and Eligible Employees who reside in or whose principal work location is in Canada will receive new equity awards entirely in the form of New Options. Options eligible to be exchanged in the offer include only those options granted with a per Share exercise price greater than US\$4.37 and greater than the closing price of a Share of Fluidigm's Common Stock on Nasdaq on the date that the offer expires, whether vested or unvested, that are outstanding at the start of the offer and through the expiration of the offer and that were granted under our 2011 Equity Incentive Plan, 2009 Equity Incentive Plan, or 1999 Stock Option Plan, or the DVS Sciences, Inc. 2010 Equity Incentive Plan. You are an Eligible Employee if you are an active employee of Fluidigm or any of its subsidiaries (including our executive officers) who resides in or whose principal work location is in Canada, France, Germany, Italy, Japan, Malaysia, Singapore, the United Kingdom or the United States as of the start of the offer and remain an active employee of Fluidigm or its subsidiaries who resides in or whose principal work location is in any of these countries through the expiration of the offer.

This offer currently is scheduled to expire on September 20, 2017, at 9:00 p.m., U.S. Pacific Time and New Awards are scheduled to be granted on the same calendar day (but after the offer expires).

We have prepared a number of resources to help you understand the terms and conditions of the offer. These resources include the Offer to Exchange and an election form, together with its associated instructions. Each of these documents is attached to this email. In addition, to help you recall which of your options are eligible for exchange in this offer and give you the information necessary to make an informed decision, please refer to your personalized information regarding each Eligible Option Grant you hold available via Fluidigm's offer website that lists: the grant date of each Eligible Option Grant; the per Share exercise price of each Eligible Option Grant; the total, vested, and unvested numbers of Shares subject to each Eligible Option Grant as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date); whether any New Awards granted to you in the offer would be RSUs or New Options, and the number of Shares subject to the New Award that would be granted in exchange for each Eligible Option Grant.

Fluidigm Offer Website: <https://fluidigm.equitybenefits.com>

Your Login ID is your Fluidigm email address

Your Initial Password is [*Insert Password*]. You will be required to reset your password during your initial login.

Participation in the offer is completely voluntary. Participating in the offer involves risks that are discussed in the Offer to Exchange. We know that the materials describing the offer may seem voluminous, but it is important that you carefully review these materials so that you can make an informed decision on whether or not to participate in the offer. We believe this offer is potentially very important to you and recommend that you take the time to study the materials, ask questions if needed, and make an informed decision about whether or not to participate. Additional resources relating to the offer are available on the offer website, such as FAQs and certain limited calculations you can make with regard to your options eligible for exchange in the offer.

If you do nothing, you will be making a decision not to participate in the offer and you will not receive any New Awards pursuant to the offer. Instead, your existing options will remain outstanding until they are exercised or cancelled or expire by their terms and will retain their current exercise price, vesting schedule, and other terms.

If you want to participate in the offer, we must receive your election form electronically via Fluidigm's offer website (unless you reside in, or your principal work location is in, France or Italy) at <https://fluidigm.equitybenefits.com>, via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) directed to Sarah Whaley, Head of Total Rewards (Global), at Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than 9:00 p.m., U.S. Pacific Time, on September 20, 2017 (unless the offer period is extended). Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service).

If we have not received your properly completed and submitted election form by the expiration of the offer, you will have rejected this offer and you will keep your current options. A copy of the election form is included in the offer documents as well as attached to this email.

Attachments:
Offer to Exchange Certain Outstanding Options for New Awards
Election Form

**FLUIDIGM CORPORATION
OFFER TO EXCHANGE CERTAIN OUTSTANDING OPTIONS
FOR NEW AWARDS**

ELECTION FORM

THE OFFER EXPIRES AT 9:00 P.M., U.S. PACIFIC TIME, ON SEPTEMBER 20, 2017,

UNLESS THE OFFER IS EXTENDED

Terms used in this Election Form, including the Election Terms & Conditions and Election Instructions attached hereto, that are defined in the Offer to Exchange have the same meaning as those defined terms in the Offer to Exchange

Before completing and signing this election form, please make sure you received, read and understand the documents that comprise this offer to exchange certain outstanding options for restricted stock units (the “offer”), including (1) the Offer to Exchange Certain Outstanding Options for New Awards (referred to as the “Offer to Exchange”); (2) the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer; and (3) this election form, together with its instructions (together, the “offer documents”). The offer is subject to the terms of these offer documents, as they may be amended. The offer provides Eligible Employees who received certain Eligible Option Grants the opportunity to exchange those Eligible Options for RSUs or New Options covering a lesser number of Shares than were subject to your Exchanged Options immediately before they were cancelled in the offer, and subject to a different vesting schedule, as set forth in Section 2 of the Offer to Exchange. All Eligible Employees who participate in the offer will receive New Awards entirely in the form of RSUs in exchange for their cancelled Eligible Options except Eligible Executives and Eligible Canada Employees will receive new equity awards entirely in the form of New Options.

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm’s offer website but instead only by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) at Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A. All Eligible Employees, including Eligible France Employees and Eligible Italy Employees, may access the offer website, including his or her Eligible Option Grant schedule and the Breakeven Calculator (described below). However, if you are an Eligible France Employee or Eligible Italy Employee, you will not be permitted to submit your election form via the offer website. Additional instructions should be included in the remainder of the election form with respect to any limitations on submitting elections via the offer website. This offer expires at 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless extended. **PLEASE FOLLOW THE ACCOMPANYING INSTRUCTIONS ATTACHED TO THIS FORM.**

In accordance with the terms outlined in the offer documents, if you elect to exchange your Eligible Options, the number of Shares subject to the New Awards you receive will depend on the number of Shares subject to the Eligible Options that you elect to exchange pursuant to the offer and an exchange ratio that is based on the per Share exercise price of those Eligible Options, as described in Section 2 of the Offer to Exchange. If you participate in this offer, you may exchange options granted to you by Fluidigm with an exercise price per Share greater than US\$4.37 and greater than the closing price of a Share of Fluidigm's Common Stock on the NASDAQ Global Select Market on the Expiration Date whether vested or unvested, that are outstanding as of the start of the Offering Period and remain outstanding and unexercised as of the Expiration Date and that were granted under our Plans. New Awards will be unvested on the New Award Grant Date, regardless of whether your Eligible Options were vested or unvested, and will be scheduled to vest based on your continued service with us or our subsidiaries through each applicable vesting date in accordance with the new vesting schedule. The new vesting schedule generally provides that one-twelfth (1/12) of the Shares subject to each New Award Grant will be scheduled to vest on the Company's scheduled quarterly vesting dates over three years, beginning with the first such scheduled quarterly vesting date occurring at least three months following the New Award Grant Date. However, if you reside in or your principal work location is in France and you receive RSUs in exchange for Eligible Options, one-third (1/3) of the Shares subject to the RSU Grant instead will be scheduled to vest on the first quarterly vesting date at least one year after the New Award Grant Date and one-twelfth (1/12) of the Shares subject to the RSU Grant will be scheduled to vest quarterly for the next two years. Vesting of New Awards is subject to continued service through each relevant vesting date. Your participation in this offer and the receipt of New Awards does not provide any guarantee or promise of continued service with Fluidigm or any of our subsidiaries. Although the vesting schedule of your Eligible Option Grant may have had a monthly vesting component, there will be no monthly vesting on the New Awards. See Section 9 of the Offer to Exchange for further details. You will lose your rights to all Exchanged Options that are cancelled under the offer.

BY PARTICIPATING, YOU AGREE TO ALL TERMS OF THE OFFER AS SET FORTH IN THE OFFER DOCUMENTS. Please be sure to follow the instructions, which are attached.

To participate in the Offer to Exchange some or all of your Eligible Option Grants, we must receive your election form electronically via Fluidigm's offer website (except with respect to Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com or via mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), at Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than 9:00 p.m., U.S. Pacific Time, on September 20, 2017 (unless we extend the offer). Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, and properly complete, sign and submit your election by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., by 9:00 p.m., U.S. Pacific Time, on September 20, 2017 (unless we extend the offer). To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (other than Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, our Head of Total Rewards (Global), will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery, are not permitted. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). We will not accept delivery of any election after expiration of this offer.

You may change your mind after you have submitted an election form and withdraw some or all of your elected Eligible Options from the offer at any time on or before the Expiration Date. You may elect to exchange additional Eligible Option Grants, fewer Eligible Option Grants, all of your Eligible Option Grants or none of your Eligible Option Grants. You may change your mind as many times as you wish, **but you will be bound by the properly submitted election form that we receive last on or before the Expiration Date.**

To help you recall your Eligible Option Grants and give you the information necessary to make an informed decision, please refer to your personalized information regarding each Eligible Option Grant you hold available via the offer website that lists: the grant date of the Eligible Option Grant; the per Share exercise price of the Eligible Option Grant; the total, vested, and unvested numbers of underlying Shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date); whether any New Awards granted to you in the offer would be RSUs or New Options; and the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.

You also can review your Eligible Option Grants in the "Breakeven Calculator" in the offer website, which has been provided to you as a convenience for purposes of making limited mathematical calculations regarding the potential amount that could be received from an Eligible Option Grant or New Award Grant to be granted pursuant to the offer if you choose to exchange an Eligible Option Grant. The Breakeven Calculator does not take into account all of the factors that you should consider in deciding whether to participate in the offer. For example, the Breakeven Calculator does not account for vesting. Note that you will be able to profit from a New Award Grant only if it actually vests. Therefore, even if the Breakeven Calculator shows that the potential profit on a New Award Grant is greater than for an Eligible Option Grant at the assumed prices you enter, you would be able to profit from a New Award Grant only if it actually vests. In addition, this Breakeven Calculator does not take into consideration the difference in taxation between RSUs and options or different types of options (such as incentive stock options versus nonstatutory stock options for U.S. tax purposes). Note further that because of the rounding resulting from fractional Shares, the values shown could be higher or lower than the actual result.

Please check the appropriate box:

- Yes, I wish to participate in the offer as to ALL of my Eligible Option Grants.**

All of my Eligible Options will be cancelled irrevocably on the Cancellation Date, currently expected to be September 20, 2017.

- Yes, I wish to participate in the offer as to my Eligible Option Grants listed below (please list):**

(Previously submitted election forms received by Fluidigm, if any, will be disregarded upon receipt of a new, properly submitted election form. As a result, any new election form must indicate all Eligible Option Grants you wish to exchange in the offer.)

Option Grant Number	Grant Date

My Eligible Option Grants that are specifically listed above will be cancelled irrevocably on the cancellation date, currently expected to be September 20, 2017.

OR

- No, I wish to REJECT the offer with respect to all of my Eligible Option Grants.**

If I previously have accepted the offer with respect to some or all of my Eligible Options, this will act as a withdrawal of that acceptance and I will not participate in the offer.

I understand that this election form will replace in its entirety any election that Fluidigm previously received from me.

SUBMIT THIS ELECTION FORM NO LATER THAN 9:00 P.M., U.S. PACIFIC TIME,

ON SEPTEMBER 20, 2017 (UNLESS THE OFFER IS EXTENDED).

Election Terms & Conditions

1. I agree that my decision to accept or reject the offer with respect to some or all of my Eligible Option Grants is entirely voluntary and is subject to the terms and conditions of the offer.

2. I understand that I may change my election at any time by completing and submitting a new election form no later than 9:00 p.m. U.S. Pacific Time, on September 20, 2017 (unless the offer is extended), and that any election form submitted and/or received after such time will be void and of no further force and effect.

3. If my employment with Fluidigm or its subsidiaries terminates on or before the offer expires, I understand that I will cease to be an Eligible Employee under the terms of the offer and any election that I have made to exchange any of my options pursuant to the offer will be ineffective. As a result, none of my Eligible Options will be exchanged under the offer and I will not receive New Awards.

4. I understand and agree that my employment (or, after New Awards have been granted pursuant to the offer, my employment or service) with Fluidigm or any of its subsidiaries will be considered terminated effective as of the date that I no longer am actively providing employment or other services, as applicable, to Fluidigm or any of its subsidiaries (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or rendering services or the terms of my employment or service agreement, if any) and unless otherwise expressly provided in the offer or determined by Fluidigm, my right to receive New Awards pursuant to the offer or to vest in the New Awards received in the offer, if any, will terminate as of such date and will not be extended by any notice period mandated under local law (e.g., my period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where I am employed or rendering services or the terms of my employment or service agreement, if any); Fluidigm will have the exclusive discretion to determine when I no longer am actively providing employment services for purposes of the offer and the grant of New Awards pursuant to the offer (including whether I still may be considered to be providing employment services while on a leave of absence). I further acknowledge that the New Awards granted pursuant to the offer have a different vesting schedule than the Eligible Options cancelled in exchange, that the first vesting date under the New Awards is scheduled to occur no earlier than the Company's first scheduled quarterly vesting date occurring at least three months following the New Award Grant Date (or with respect to RSUs granted to any Eligible France Employee, no earlier than the first scheduled quarterly vesting date at least one year after the New Award Grant Date), that any New Options granted pursuant to the offer will have a different exercise price per Share than the Eligible Options cancelled in the offer, and that each New Option will be a nonstatutory stock option, regardless of whether the Exchanged Option that was cancelled in exchange for the New Option was an incentive stock option or a nonstatutory stock option for U.S. tax purposes. However, if I reside in or my principal work location is in France, I acknowledge that my RSUs will be subject to a minimum one-year cliff vesting date restriction with quarterly vesting thereafter to satisfy the requirements for French-qualified RSUs.

5. I agree that all decisions with respect to future grants under any Fluidigm equity compensation plan will be at the sole discretion of Fluidigm.

6. I agree that: (i) the offer is established voluntarily by Fluidigm, is discretionary in nature and may be modified, amended, suspended or terminated by Fluidigm, in accordance with the terms set forth in the offer documents, at any time prior to the expiration of the offer; (ii) Fluidigm may, at its discretion, refuse to accept my election to participate; and (iii) the offer is an exceptional, voluntary and one-time offer that does not create any contractual or other right to receive future offers, options or restricted stock units, or benefits in lieu of offers, even if offers have been made in the past.

7. I agree that the New Awards, and income from and value of same; (i) are not intended to replace any pension rights or compensation; and (ii) are not part of normal or expected compensation for the purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.

8. If I am providing services outside the U.S., I agree that (i) the New Awards, and the income from and value of same, are not part of normal or expected compensation for any purpose; and (ii) neither Fluidigm nor any of its subsidiaries shall be liable for any foreign exchange rate fluctuation between my local currency and the U.S. Dollar that may affect the value of the New Awards or of any amounts due to me pursuant to the exercise of the New Options, settlement of RSUs, or the subsequent sale of any Shares of Fluidigm's Common Stock acquired upon exercise or settlement.

9. This election and my participation in the offer shall not create a right to employment or service, or be interpreted as forming or amending an employment or service contract with Fluidigm or any of its subsidiaries and shall not interfere with the ability of Fluidigm, or, if different, of my current employer, or applicable entity with which I am engaged to provide services (the "Employer"), to terminate my employment or service relationship (if any) at any time with or without cause (subject to the terms of my employment contract or other service contract, if any).

10. I understand that: (i) the future value of the Shares of Fluidigm's Common Stock underlying the New Awards is unknown, indeterminable and cannot be predicted with certainty; (ii) if the underlying Shares of Fluidigm's Common Stock do not increase in value, the New Options will have no value; and (iii) if I exercise the New Option and acquire Shares of Fluidigm's Common Stock, the value of those Shares may increase or decrease, even below the New Option's exercise price.

11. No claim or entitlement to compensation or damages shall arise from forfeiture of the New Awards resulting from the termination of my employment or other service relationship with Fluidigm or one of its subsidiaries (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any).

12. *I hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of my personal data as described in this election and any other offer documents (“Data”) by and among, as applicable, the Employer, Fluidigm and any of its other subsidiaries or affiliates for the exclusive purpose of implementing, administering and managing my participation in the offer.*

I understand that Fluidigm and the Employer may hold certain personal information about me, including, but not limited to, my name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in Fluidigm, details of all options or any other entitlement to Shares of Common Stock awarded, cancelled, exercised, vested, unvested or outstanding in my favor, for the exclusive purpose of implementing, administering and managing my participation in the offer.

I understand Data will be transferred to a stock plan broker or other broker, plan administrator or third parties designated from time to time by Fluidigm (the “Designated Broker”) to assist Fluidigm with the implementation, administration and management of the offer. I understand that the recipients of Data may be located in the United States or elsewhere, and that the recipients’ country (e.g., the United States) may have different data privacy laws and protections than my country. I understand that if I reside outside the United States, I may request a list with the names and addresses of any potential recipients of Data by contacting my local human resources representative. I authorize Fluidigm, the Designated Broker and any other possible recipients which may assist Fluidigm (presently or in the future) with implementing, administering and managing the offer to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing my participation in the offer, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom any Shares of Common Stock acquired pursuant to the offer may be deposited. I understand Data will be held only as long as is necessary to implement, administer and manage my participation in the offer. I understand that if I reside outside the United States, I may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing my local human resources representative. Further, I understand that I am providing the consents herein on a purely voluntary basis. If I do not consent, or if I later seek to revoke my consent, my employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing my consent is that Fluidigm would not be able to grant New Awards or other equity awards to me or administer or maintain such awards or my participation in the offer. Therefore, I understand that refusing or withdrawing my consent may affect my ability to participate in the offer. For more information on the consequences of my refusal to consent or withdrawal of consent, I understand that I may contact my local human resources representative.

13. I acknowledge that, regardless of any action taken by Fluidigm or the Employer, the ultimate liability for all income tax, social insurance and social security liabilities or premium, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the offer and the New Awards and legally applicable to me (“Tax-Related Items”) is and remains solely my responsibility and may exceed the amount actually withheld by Fluidigm or the Employer. I further acknowledge that Fluidigm and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the offer and the New Awards, including, but not limited to, the exchange of Eligible Options for New Awards, the grant, vesting or exercise of the New Awards, the issuance of Shares upon exercise of the New Awards, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the offer or any aspect of the New Awards to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if I am subject to tax in more than one jurisdiction, I acknowledge that Fluidigm and/or the Employer (or former employer or entity, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, I agree to make adequate arrangements satisfactory to Fluidigm and/or the Employer to satisfy all Tax-Related Items. In this regard, I authorize Fluidigm and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from my wages or other cash compensation paid to me by Fluidigm and/or the Employer; (ii) withholding from proceeds of the sale of Shares acquired upon exercise of the New Options or settlement of RSUs either through a voluntary sale or through a mandatory sale arranged by Fluidigm (on my behalf pursuant to this authorization without further consent); or (iii) as otherwise specified in the 2011 Plan and the applicable award agreement between Fluidigm and me governing the New Award (including any country-specific sub-plans, appendices or addenda thereto).

Finally, I agree to pay to Fluidigm or the Employer any amount of Tax-Related Items that Fluidigm or the Employer may be required to withhold as a result of my participation in the offer and the grant of New Awards that cannot be satisfied by the means previously described. Fluidigm may refuse to issue or deliver the Shares subject to New Awards that I receive pursuant to the offer, if I fail to comply with my obligations in connection with the Tax-Related Items.

14. I acknowledge that I may be accepting part or all of the offer and the terms and conditions of this election form in English and I agree to be bound accordingly. If I have received this election form or any other offer document translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control.

15. I acknowledge and agree that none of Fluidigm or a subsidiary or affiliate of Fluidigm, or any of their respective employees or agents, has made any recommendation to me as to whether or not I should accept the offer to exchange my Eligible Options and that I am not relying on any information or representation made by any such person in accepting or rejecting the offer, other than any information contained in the offer documents.

16. I agree that participation in the offer is governed by the terms and conditions set forth in the offer documents, including this election form. I acknowledge that I have received the offer documents and have been afforded the opportunity to consult with my own investment, legal and/or tax advisers before making this election and that I have knowingly accepted or rejected the offer. I agree that any and all decisions or interpretations of Fluidigm upon any questions relating to the offer and this election form will be given the maximum deference permitted by law.

17. I agree that the terms of the New Awards, if any, that I receive pursuant to the offer will be subject to the terms and conditions of the applicable New Award agreement (including any applicable country-specific sub-plans, appendices or addenda thereto).

18. I understand and agree that the offer and the New Awards granted pursuant to the offer are governed by, and subject to, the laws of the State of California, without regard to the conflict of law provisions. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this offer or the grant of New Awards, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation will be conducted only in the courts of San Mateo, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this offer is made and/or to be performed.

19. I understand that if I am an Eligible France Employee or Eligible Italy Employee, I may not submit my election form(s) via Fluidigm's offer website but instead only by email (as a PDF) at stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A.

20. I further understand that if I submit my election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), Fluidigm intends to send me a confirmation of receipt of my election form by email at the email address as I have provided to Fluidigm below, within two (2) U.S. business days after Fluidigm receives my election form. I understand that if I submit my election form via the offer website, the confirmation statement provided on the offer website at the time I submit my election form will provide additional evidence that I submitted my election form and that I should print and keep a copy of such confirmation statement for my records. If I do not receive a confirmation from Fluidigm, I understand that it is my responsibility to ensure that my election form has been received no later than 9:00 p.m., U.S. Pacific Time, on September 20, 2017. I understand that only responses that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date will be accepted.

21. The provisions of the offer documents and this election form are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

(Required)

I acknowledge and agree with the terms and conditions stated above and as set forth in the offer documents comprising this offer.

Countries of Residence and/or Principal Work Location

Employee Signature

Date

Employee Name (*Please Print*)

Employee Email Address

SUBMIT THIS ELECTION FORM NO LATER THAN 9:00 P.M., U.S. PACIFIC TIME, ON SEPTEMBER 20, 2017 (UNLESS THE OFFER PERIOD IS EXTENDED).

FLUIDIGM CORPORATION

ELECTION INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. To participate in the offer, you must complete and deliver an election form.

If you want to participate in this offer, you must make an election via the process described in Section 4 of the Offer to Exchange and outlined below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017. If you do not want to participate, then no action is necessary.

Elections via the Offer Website (Other than Eligible France Employees and Eligible Italy Employees)

1. To submit an election via the offer website, click on the link to the offer website in the launch email you received from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, or go to the offer website at <https://fluidigm.equitybenefits.com>. Log in to the offer website using the login instructions provided to you in the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer (or if you previously logged into the offer website, your updated login credentials).
2. After logging in to the offer website, review the information and proceed through to the Make My Elections page. You will be provided with personalized information regarding each Eligible Option Grant you hold, including:
 - § the grant date of the Eligible Option Grant;
 - § the per Share exercise price of the Eligible Option Grant;
 - § the total, vested, and unvested number of Shares subject to the Eligible Option Grant as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date);
 - § whether any New Awards granted to you in the offer would be RSUs or New Options; and
 - § the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.

Although Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), they can access their Eligible Option Grant schedule and the Breakeven Calculator via the offer website.

3. On the Make My Elections page, make the appropriate selection next to each of your Eligible Option Grants to indicate which Eligible Option Grants you choose to exchange in the offer by selecting “Yes” or choose not to exchange in the offer by selecting “No.”
4. Proceed through the offer website by following the instructions provided. Review your election form and confirm that you are satisfied with your election form. After reviewing, acknowledging and agreeing to the terms and conditions stated on the Submit My Elections page and in the offer documents, submit your election form. If you do not acknowledge and agree to the terms and conditions, you will not be permitted to submit your election.
5. Upon submitting your election form, a confirmation statement will be generated by the offer website. Please print and keep a copy of the confirmation statement for your records. At this point, you will have completed the election process.

Elections by Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer.
2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.

We must receive your properly completed and submitted election form on or before the Expiration Date. The Expiration Date will be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer.

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm’s offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may submit your election by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) by following the instructions provided above. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

Your delivery of all documents regarding the offer, including election forms, is at your own risk. If you are permitted to and submit your election form via the offer website, a confirmation statement will be generated by the offer website at the time that you complete and submit your election form. You should print and keep a copy of the confirmation statement for your records. The printed confirmation statement will provide evidence that you submitted your election form. If you submit your election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), we intend to confirm the receipt of your election form by email within two (2) U.S. business days after receiving your election form. If you do not receive a confirmation, it is your responsibility to confirm that we have received your election form. You should contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. Note that if you submit any election form by email (as a PDF) or by mail (or other post) or Federal Express (or similar delivery service) within the last two (2) U.S. business days prior to the expiration of the offer, time constraints may prevent Fluidigm from providing a confirmation by email prior to the expiration of the offer. If you submit your election form by mail (or other post) or Federal Express (or similar delivery service), postmark alone on or before the Expiration Date is insufficient for acceptance by us.

Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (other than Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, our Head of Total Rewards (Global), will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery are not permitted. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). We will not accept delivery of any election after expiration of this offer.

Our receipt of your election form is not by itself an acceptance of your Eligible Options for exchange. For purposes of the offer, we will be deemed to have accepted Eligible Options for exchange that are validly elected to be exchanged and are not properly withdrawn as of the time when we give oral or written notice to the option holders generally of our acceptance of options for exchange. We may issue this notice of acceptance by press release, email or other form of communication. Eligible Options accepted for exchange will be cancelled on the Cancellation Date, which we presently expect will be September 20, 2017.

Fluidigm will not accept any alternative, conditional or contingent tenders. Although it is our intent to send you an email confirmation, by completing and submitting this election form, you waive any right to receive any notice of the receipt of the tender of your Eligible Options, except as provided for in the Offer to Exchange. Any confirmation of receipt provided to you merely will be a notification that we have received your election form and does not mean that your Eligible Options have been cancelled. Your Eligible Options that are accepted for exchange will be cancelled on the same U.S. calendar day as the expiration of the offer (but following the expiration of the offer), which cancellation is scheduled to be September 20, 2017 (unless the offer is extended).

2. To change or withdraw prior elections of your Eligible Options, you must complete and deliver a new election form.

You may change an election you previously made with respect to some or all of your Eligible Option Grants, including an election to withdraw all of your Eligible Option Grants from this offer, only in accordance with the provisions of Section 5 of the Offer to Exchange. You may change your mind after you have submitted an election and withdraw some or all of your elected Eligible Options from the offer at any time on or before the Expiration Date (the Expiration Date currently is expected to be September 20, 2017, at 9:00 p.m., U.S. Pacific Time). If we extend the Expiration Date, you may change or withdraw your election of your tendered options at any time until the extended offer expires. In addition, although we intend to accept all validly tendered Eligible Options promptly after the expiration of this offer, due to certain requirements under U.S. securities laws, if we have not accepted your options by 9:00 p.m., U.S. Pacific Time, on October 19, 2017 (which is the 40th U.S. business day following the commencement of the offer), you may withdraw your options at any time thereafter up to such time as Fluidigm does accept your properly tendered Eligible Options.

You may change your election and elect to exchange all of your Eligible Option Grants, some of your Eligible Option Grants, or none of your Eligible Option Grants pursuant to the terms and conditions of this offer. To change an election you previously made with respect to some or all of your Eligible Option Grants, including an election to withdraw all of your Eligible Option Grants from this offer, you must deliver a valid new election form indicating only the Eligible Option Grants you wish to exchange in the offer or a valid new election form indicating that you reject the offer with respect to all of your Eligible Options, by completing the election process set forth in Section 5 of the Offer to Exchange and described below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017.

Election Changes and Withdrawals via the Offer Website (Other than Eligible France Employees and Eligible Italy Employees)

1. Log in to the offer website using your login credentials and via the link provided in the launch email you received from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, or go to the offer website at <https://fluidigm.equitybenefits.com>.
2. After logging in to the offer website, review the information and proceed through to the Make My Elections page, where you will find personalized information regarding each Eligible Option Grant you hold, including:
 - § the grant date of the Eligible Option Grant;
 - § the per Share exercise price of the Eligible Option Grant;

- § the total, vested, and unvested number of Shares subject to the Eligible Option Grant as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date);
- § whether any New Awards granted to you in the offer would be RSUs or New Options; and
- § the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.

3. On the Make My Elections page, make the appropriate selection next to each of your Eligible Option Grants to indicate which Eligible Option Grants you choose to exchange in the offer by selecting “Yes” or choose not to exchange in the offer by selecting “No.”
4. Proceed through the offer website by following the instructions provided. Review your election form and confirm that you are satisfied with your election form. After reviewing, acknowledging and agreeing to the terms and conditions stated on the Submit My Elections page and in the offer documents, submit your election form. If you do not acknowledge and agree to the terms and conditions, you will not be permitted to submit your election.
5. Upon submitting your election form, a confirmation statement will be generated by the offer website. Please print and keep a copy of the confirmation statement for your records. At this point, you will have completed the process for changing your previous election or withdrawing from participation in the offer.

Election Changes and Withdrawals via Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer.
2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may submit your election by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) by following the instructions provided above. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

You may change your mind as many times as you wish, but you will be bound by the properly submitted election form we receive last on or before the Expiration Date. If you change your election to withdraw some or all of your Eligible Option Grants, you may elect later to exchange the withdrawn Eligible Option Grants again at any time on or before the Expiration Date. All Eligible Option Grants that you withdraw will be deemed not properly tendered for purposes of the offer, unless you subsequently properly elect to exchange such Eligible Option Grants on or before the Expiration Date. To reelect to exchange some or all of your Eligible Option Grants, you must submit a new election form to Fluidigm on or before the Expiration Date by following the procedures described in Section 4 of the Offer to Exchange. This new election form must be properly completed, signed (electronically or otherwise), and dated after your previously-submitted election form, and must list all Eligible Option Grants you wish to exchange. Upon our receipt of your properly completed, signed (electronically or otherwise) and dated election form, any prior election form will be disregarded in its entirety and will be considered replaced in full by the new election form. **Each time you make an election on the Fluidigm offer website, please be sure to make an election with respect to each of your Eligible Option Grants.**

3. No Partial Tenders.

If you intend to tender an Eligible Option Grant through the offer, you must tender all of your Shares subject to that Eligible Option Grant.

You may pick and choose which of your outstanding Eligible Option Grants you wish to exchange if you hold more than one Eligible Option Grant and you may choose to exchange in the offer one or more of your Eligible Option Grants without having to exchange all of your Eligible Option Grants. However, if you decide to participate in this offer to exchange an Eligible Option Grant, you must elect to exchange that entire Eligible Option Grant (that is, all Eligible Options subject to that Eligible Option Grant).

However, if you have an Eligible Option that is subject to a domestic relations order (or comparable legal document as the result of the end of a marriage) and a person who is not an Eligible Employee beneficially owns a portion of that Eligible Option Grant, you may accept this offer with respect to the entire remaining outstanding portion of the Eligible Option Grant as long as you are the legal owner of the Eligible Option. We will not accept partial tenders of option grants, so you may not accept the offer with respect to a portion of an Eligible Option Grant that is beneficially owned by you while rejecting it with respect to the portion beneficially owned by someone else. As you are the legal owner of the Eligible Options, we will respect an election to exchange such Eligible Option Grant pursuant to the offer that is made by you and accepted by us and we will not be responsible to you or the beneficial owner of the Eligible Option Grant for any action taken by you with respect to such Eligible Option Grant.

4. Signatures on this election form.

With respect to Eligible Employees other than Eligible France Employees and Eligible Italy Employees, logging in to the Fluidigm offer website and completing and submitting your election via the offer website is the equivalent of signing your name on a paper election form and has the same legal effect as your written signature. Elections by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity may not be submitted via the offer website. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service).

A paper election form submitted by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) must be signed by the holder of the Eligible Options and the signature must correspond with the name as written on the face of the option agreement or agreements to which the Eligible Options are subject without alteration, enlargement or any change whatsoever. If you submit a paper election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form. If the election form is signed by a trustee, executor, administrator, guardian, attorney in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, that person should so indicate when signing, and proper evidence satisfactory to Fluidigm of the authority of that person to act in that capacity must be submitted with the election form.

5. Other information on this election form.

In addition to signing the election form, you must indicate (or with respect to the offer website, confirm) the countries of your residence and/or principal work location, print your name, and indicate the date and time (U.S. Pacific Time) at which you signed. You also must include (or with respect to the offer website, confirm) your current email address.

6. Requests for assistance or additional copies.

Any questions and any requests for additional copies of the Offer to Exchange or the election form may be directed to Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or phone +1-408-582-4544. Copies will be furnished promptly at Fluidigm's expense.

7. Irregularities.

We will determine, in our discretion, all questions about the validity, form, eligibility (including time of receipt) and acceptance of any Eligible Options. Our determination of these matters will be given the maximum deference permitted by law. However, you have all rights accorded to you under applicable law to challenge such determination in a court of competent jurisdiction. Only a court of competent jurisdiction can make a determination that will be final and binding upon the parties. We reserve the right to reject any election of any option tendered for exchange that we determine is not in an appropriate form or that we determine is unlawful to accept. We will accept all properly tendered Eligible Options that are not validly withdrawn, subject to the terms of this offer. We also reserve the right to waive any of the conditions of the offer or any defect or irregularity in any tender of any particular options or for any particular option holder, provided that if we grant any such waiver, it will be granted with respect to all option holders and tendered options in a uniform and nondiscriminatory manner. No tender of options will be deemed to have been made properly until all defects or irregularities have been cured or waived by us. We have no obligation to give notice of any defects or irregularities in any election and we will not incur any liability for failure to give any such notice. This is a one-time offer. We will strictly enforce the Offering Period, subject only to an extension that we may grant in our discretion.

Important: Election forms must be received via the offer website, via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, our Head of Total Rewards (Global), on or before 9:00 p.m., U.S. Pacific Time, on September 20, 2017 (unless the offer is extended).

8. Additional documents to read.

You should be sure to read the Offer to Exchange, all documents referenced therein, and the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, before deciding to participate in the offer.

9. Important tax information.

Please refer to Sections 14 and 15 of the Offer to Exchange and [Schedules C through J](#), which contain important tax information. We also recommend that you consult with your personal advisers before deciding whether or not to participate in this offer.

Form of Confirmation to Eligible Employees

Fluidigm Corporation (“Fluidigm”) has received your election form via [Fluidigm’s offer website]/[email (as a PDF)]/[mail (or other post) or Federal Express (or similar delivery service)] by which you elected to accept or reject Fluidigm’s offer to exchange certain outstanding options for new awards (the “offer”) with respect to some or all of your outstanding Eligible Option Grants, subject to the terms and conditions of the offer.

Your election has been recorded as follows:

Name:

Employee ID:

Date and Time:

Countries of Residence and/or Principal Work Location:

Eligible Option Grant

New Award Grant

Grant Number	Grant Date	Per Share Exercise Price	Grant Type	Shares Underlying Eligible Option Grant	Vested	Unvested	New Award Type	Shares Underlying New Award Grant	Election
					Shares Underlying Option Grant	Shares Underlying Option Grant		Shares Underlying New Award Grant	

If you change your mind regarding your election, you may change your election to accept or reject the offer with respect to some or all of your Eligible Option Grants by submitting a new, properly completed, signed and dated election form. The new election form must be delivered via Fluidigm’s offer website at <https://fluidigm.equitybenefits.com> (other than Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017.

Only election forms that are properly completed, signed, dated and actually received by Fluidigm via the offer website (other than Eligible France Employees and Eligible Italy Employees), email (as a PDF), mail (or other post), or Federal Express (or similar delivery service) on or before the Expiration Date will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery are not permitted. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm’s offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). If you have any questions, please direct them to Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

Please note that our receipt of your election form is not by itself an acceptance of your Eligible Options for exchange. For purposes of the offer, Fluidigm will be deemed to have accepted Eligible Options for exchange that are validly tendered and not properly withdrawn as of the time Fluidigm gives oral or written notice to the option holders generally of its acceptance of options for exchange. Fluidigm may issue this notice of acceptance by press release, email or other method of communication. Eligible Options accepted for exchange will be cancelled on the Cancellation Date, which we presently expect will be September 20, 2017. Fluidigm's formal acceptance of the properly tendered Eligible Options is expected to take place shortly after the expiration of the offer.

This notice does not constitute the offer. The full terms of the offer are described in (1) the Offer to Exchange Certain Outstanding Options for New Awards (the "Offer to Exchange"); (2) the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer; and (3) the election form attached to the launch email, together with its associated instructions. You may access these documents through the U.S. Securities and Exchange Commission's website at www.sec.gov, on Fluidigm's offer website at <https://fluidigm.equitybenefits.com>, or by contacting Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

Form of Reminder Email

The Fluidigm Corporation (“Fluidigm”) offer to exchange certain outstanding options for new awards (referred to as the “offer”) currently is still open. Please note that **the offer will expire at 9:00 p.m., U.S. Pacific Time, on September 20, 2017**, unless we extend the offer. **The offer deadline will be strictly enforced**, so we encourage you to give yourself adequate time to make your election if you wish to participate.

According to our records, you have not yet submitted an election for your Eligible Options. Participation in the offer is completely voluntary; however, if you would like to participate in the offer, we must receive your election form electronically via Fluidigm’s offer website (except with respect to Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), at Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than 9:00 p.m., U.S. Pacific Time on September 20, 2017 (unless we extend the offer). Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm’s offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). Your Login ID and initial Password for the offer website were provided to you in the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer.

Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (other than Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, our Head of Total Rewards (Global), at 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery, are not permitted. If you have questions, please direct them to Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

This notice does not constitute the offer. The full terms of the offer are described in (1) the Offer to Exchange Certain Outstanding Options for New Awards; (2) the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer; and (3) the election form attached to the launch email, together with its associated instructions. You may access these documents through the U.S. Securities and Exchange Commission’s website at www.sec.gov, on Fluidigm’s offer website at <https://fluidigm.equitybenefits.com>, or by contacting Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

FORM OF NOTICE EMAIL ANNOUNCING FINAL OFFER TERMS

From: FluidigmExchange@equitybenefits.com
Date: [September 20], 2017
To: Eligible Employees

Today is the last day to elect to exchange your Eligible Options as part of the Fluidigm Corporation Offer to Exchange Certain Outstanding Options for New Awards. The offer is scheduled to expire today, [September 20], 2017, at 9:00 p.m., U.S. Pacific Time.

Eligible Options

We are sending this communication to you to remind you of the pending expiration of the offer and to notify you that the closing price of a Share of our Common Stock on Nasdaq today was US\$[]. As previously communicated to you, options with a per Share exercise price equal to or less than US\$4.37, or equal to or less than the closing price of a Share of Fluidigm's Common Stock on Nasdaq as of the Expiration Date, will not be Eligible Options. Therefore, options with a per Share exercise price equal to or less than US\$[] are not eligible for exchange in the offer.

Per Share Exercise Price of New Options (Other than for Eligible France Employees)

As also previously communicated, Eligible Options that are validly tendered for exchange and not properly withdrawn as of the Expiration Date held by Eligible Executives and Eligible Canada Employees, will be exchanged for New Options in the offer. The New Options (other than those to be granted to any Eligible France Employees) will have a per Share exercise price equal to the closing price per Share of our Common Stock on Nasdaq on the New Award Grant Date. Accordingly, if you participate in the offer, are granted New Options in exchange for Eligible Options that you validly tender (and you are not an Eligible France Employee), and do not withdraw as of the expiration of the offer, any New Options granted today after the expiration of the offer will have a per Share exercise price of US\$[].

Per Share Exercise Price of New Options (for Eligible Executives Who Are Eligible France Employees)

Further as previously communicated, due to local laws for satisfying certain tax qualification requirements in France, New Options granted to any Eligible France Employee will have a per Share exercise price equal to the greater of (x) the closing price of a Share of our Common Stock on Nasdaq on the New Award Grant Date, or (y) 80% of the average of the closing prices of a Share of our Common Stock on Nasdaq during the 20 days of quotation immediately before the New Award Grant Date (the "Average Price"). The Average Price was determined to be []. Therefore, if you are an Eligible France Employee, participate in the offer, are granted New Options in exchange for Eligible Options that you validly tender and do not withdraw as of the expiration of the offer, any New Options granted today after the expiration of the offer will have a per Share exercise price of US\$[].

Participation in the offer is completely voluntary; however, if you would like to participate in the offer or make any changes to your current election, we must receive a properly completed election form from you via the Fluidigm offer website at <https://fluidigm.equitybenefits.com> (except with respect to Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), at Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which is scheduled to be today, [September 20], 2017, at 9:00 p.m., U.S. Pacific Time (unless we extend the offer).

Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (except with respect to Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, Head of Total Rewards (Global), will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery, are not permitted. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). We will not accept delivery of any election after expiration of this offer. If you have questions, please direct them to Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

This notice does not constitute the offer. The full terms of the offer are described in (1) the Offer to Exchange Certain Outstanding Options for New Awards; (2) the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017; and (3) the election form, together with its instructions. You may access these documents through the U.S. Securities and Exchange Commission's website at www.sec.gov, on the Fluidigm offer website at <https://fluidigm.equitybenefits.com> or via Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

Notice to Eligible Employees Regarding Expiration of Offer Period

To: Eligible Employees
From: FluidigmExchange@equitybenefits.com
Date: [September 20, 2017]
Subject: Expiration of Fluidigm's Stock Option Exchange Program

As of [9:00 p.m. U.S. Pacific Time on September 20, 2017], we closed the Fluidigm Corporation ("Fluidigm") Offer to Exchange Certain Outstanding Options for New Awards (the "offer"). If you were an eligible employee of the offer who properly elected to participate in the offer by exchanging some or all of your eligible option grants in the offer and did so on or before the expiration of the offer, your elected eligible option grants have been accepted for participation in the offer. Such options have been cancelled and you no longer have any rights with respect to those options. You have been granted restricted stock units in exchange for your cancelled options, in accordance with the terms and conditions of the offer, except that if you are an eligible employee with a title of Vice President or above or an eligible employee who resides in or whose principal work location is in Canada, you have been granted new options in exchange for your cancelled options, in accordance with the terms and conditions of the offer.

As described in the offer documents, you will receive award agreement(s) for your new restricted stock units or options, as applicable, that have been granted to you in the offer in exchange for your properly tendered and cancelled options.

If you have any questions, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

Login Screen



Stock Option Exchange Program
Opens August 23, 2017
Expires September 20, 2017, at 9:00 p.m., U.S. Pacific
Time

Welcome to Fluidigm's Stock Option Exchange Program website!

Please enter your Login ID and initial Password in the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer (or if you previously logged into the Offer website, your updated Password). Your Login ID is your Fluidigm email address.

If you have misplaced or did not receive the launch email with your Login and initial Password, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or call +1 408 582 4544.

If you need your Password reset please click [here](#).

Login ID: (Not Case Sensitive)

Password: (Case Sensitive)

ENTER

Click on any of the links below to learn more.

- [Offer to Exchange Certain Outstanding Options for New Awards](#)
 - [Launch Email](#)
 - [Election Form](#)
-

Forgot Password Screen



Stock Option Exchange Program
Opens August 23, 2017
Expires September 20, 2017, at 9:00 p.m., U.S. Pacific
Time

To reset the password, you should obtain the password reset code by clicking on "Get the Password Reset Code" below. If you already have the reset code, click on "I have the Password Reset Code, Reset My Password".

[Step 1:
Get the
Password
Reset
Code](#)

[Step 2:
I have the
Password Reset
Code, Reset My
Password](#)

Welcome Screen



Stock Option Exchange Program
Opens August 23, 2017
Expires September 20, 2017, at 9:00 p.m., U.S. Pacific Time

Welcome: Fname Lname

[Home](#) [Logout](#)

Learn

Click on any of the offering materials links below to learn more.

Official Offer Documents:

- [Offer to Exchange Certain Outstanding Options for New Awards](#)
- [Launch Email](#)
- [Election Form](#)

The PDF documents above require Adobe Acrobat Reader. If necessary you can download it from [Adobe Systems](#).

Make My Election

You have 29 days remaining to elect whether to keep your Eligible Option Grants or to exchange some or all of them for New Awards.

[Make / View / Change My Elections](#)

Need Help?

Contact Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or +1 408 582 4544

Additional Materials

- [FAQs](#)
- [Fluidigm Corporation 2011 Equity Incentive Plan](#)
 - [Form of Stock Option Agreement – U.S. \(2011 Plan\)](#)
 - [Form of Restricted Stock Unit Agreement – U.S. \(2011 Plan\)](#)
 - [French Sub-Plan for Restricted Stock Units \(2011 Plan\)](#)
 - [French Sub-Plan for Options \(2011 Plan\)](#)
 - [UK Sub-Plan \(2011 Plan\)](#)
 - [Form of Stock Option Agreement – non-U.S. \(2011 Plan\)](#)
 - [Form of Restricted Stock Unit Agreement – non-U.S. \(2011 Plan\)](#)
- [Fluidigm Corporation 2009 Equity Incentive Plan](#)
- [Fluidigm Corporation 1999 Stock Option Plan](#)
- [DVS Sciences, Inc. 2010 Equity Incentive Plan](#)

The PDF documents above require Adobe Acrobat Reader. If necessary you can download it from [Adobe Systems](#).

Make My Elections (Step 1 of 4)



Stock Option Exchange Program
Opens August 23, 2017
Expires September 20, 2017, at 9:00 p.m., U.S. Pacific Time

Welcome: **Fname Lname**

[Home](#) [Logout](#)

Make My Elections (Step 1 of 4)

Before completing and (electronically) signing this election form, please make sure you received, read and understand the documents that comprise this offer to exchange certain outstanding options for restricted stock units (the "offer"), including (1) the Offer to Exchange Certain Outstanding Options for New Awards (referred to as the "Offer to Exchange"); (2) the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer; and (3) the election form attached to the launch email, together with its instructions (together, the "offer documents"). The offer is subject to the terms of these offer documents, as they may be amended. The offer provides Eligible Employees who received certain Eligible Option Grants the opportunity to exchange those Eligible Options for RSUs or New Options covering a lesser number of Shares than were subject to your Exchanged Options immediately before they were cancelled in the offer, and subject to a different vesting schedule, as set forth in Section 2 of the Offer to Exchange. All Eligible Employees who participate in the offer will receive New Awards entirely in the form of RSUs in exchange for their cancelled Eligible Options except Eligible Executives and Eligible Canada Employees will receive new equity awards entirely in the form of New Options. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) at Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A. All Eligible Employees, including Eligible France Employees and Eligible Italy Employees, may access the offer website, including his or her Eligible Option Grant schedule and the Breakeven Calculator (which you may access by clicking on the "Breakeven Calculator" button below). However, if you are an Eligible France Employee or Eligible Italy Employee, you will not be permitted to submit your election form via the offer website. Additional instructions should be included in the remainder of the election form with respect to any limitations on submitting elections via the offer website. This offer expires at 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless extended. **PLEASE FOLLOW THE ACCOMPANYING INSTRUCTIONS BELOW.**

Reminder

Before making your election, please ensure that you have reviewed and understand the materials that constitute this offer.

Official Offer Documents:

- [Offer to Exchange Certain Outstanding Options for New Awards](#)
- [Launch Email](#)
- [Election Form](#)

Terms used in this offer website that are defined in the Offer to Exchange have the same meaning as those defined terms in the Offer to Exchange. In accordance with the terms outlined in the offer documents, if you elect to exchange your Eligible Options, the number of Shares subject to the New Awards you receive will depend on the number of Shares subject to the Eligible Options that you elect to exchange pursuant to the offer and an exchange ratio that is based on the per Share exercise price of those Eligible Options, as described in Section 2 of the Offer to Exchange. If you participate in this offer, you may exchange options granted to you by Fluidigm with an exercise price per Share greater than US\$4.37 and greater than the closing price of a Share of Fluidigm's Common Stock on the NASDAQ Global Select Market on the Expiration Date whether vested or unvested, that are outstanding as of the start of the Offering Period and remain outstanding and unexercised as of the Expiration Date and that were granted under our Plans. New Awards will be unvested on the New Award Grant Date, regardless of whether your Eligible Options were vested or unvested, and will be scheduled to vest based on your continued service with us or our subsidiaries through each applicable vesting date in accordance with the new vesting schedule. The new vesting schedule generally provides that one-twelfth (1/12) of the Shares subject to each New Award Grant will be scheduled to vest on the Company's scheduled quarterly vesting dates over three years, beginning with the first such scheduled quarterly vesting date occurring at least three months following the New Award Grant Date. However, if you reside in or your principal work location is in France and you receive RSUs in exchange for Eligible Options, one third (1/3) of the Shares subject to the RSU Grant instead will be scheduled to vest on the first quarterly vesting date at least one year after the New Award Grant Date and one twelfth (1/12) of the Shares subject to the RSU Grant will be scheduled to vest quarterly for the next two years. Vesting of New Awards is subject to continued service through each relevant vesting date. Your participation in this offer and the receipt of New Awards does not provide any guarantee or promise of continued service with Fluidigm or any of our subsidiaries. Although the vesting schedule of your Eligible Option Grant may have had a monthly vesting component, there will be no monthly vesting on the New Awards. See Section 9 of the Offer to Exchange for further details. You will lose your rights to all Exchanged Options that are cancelled under the offer.

BY PARTICIPATING, YOU AGREE TO ALL TERMS OF THE OFFER AS SET FORTH IN THE OFFER DOCUMENTS.
Please be sure to follow the instructions below.

To participate in the offer to exchange some or all of your Eligible Option Grants, we must receive your election form electronically via Fluidigm's offer website (except with respect to Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), at Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than 9:00 p.m., U.S. Pacific Time, on September 20, 2017 (unless we extend the offer). Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, and properly complete, sign and submit your election by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., by 9:00 p.m., U.S. Pacific Time, on September 20, 2017 (unless we extend the offer). To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1 408 582 4544.

Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (other than Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, our Head of Total Rewards (Global), will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery, are not permitted. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). We will not accept delivery of any election after expiration of this offer.

You may change your mind after you have submitted an election form and withdraw some or all of your elected Eligible Options from the offer at any time on or before the Expiration Date. You may elect to exchange additional Eligible Option Grants, fewer Eligible Option Grants, all of your Eligible Option Grants or none of your Eligible Option Grants. You may change your mind as many times as you wish, **but you will be bound by the properly submitted election form that we receive last on or before the Expiration Date.**

To help you recall your Eligible Option Grants and give you the information necessary to make an informed decision, please refer to your personalized information regarding each Eligible Option Grant you hold below.

For Eligible Employees (other than Eligible France Employees and Eligible Italy Employees) who would like to participate in the offer by submitting an election form via this offer website, select the "Continue" button below.

Breakeven Calculator

Eligible Option Grant

New Award Grant

Grant No.	Grant Date	Per Share Exercise Price	Grant Type	Shares Underlying Eligible Option Grant	Vested Shares Underlying Eligible Option Grant	Unvested Shares Underlying Eligible Option Grant	New Award Type	Shares Underlying New Award Grant	Election
									<input type="radio"/> Yes <input checked="" type="radio"/> No

ELECTION INSTRUCTIONS

1. To participate in the offer, you must complete and deliver an election form

If you want to participate in this offer, you must make an election via the process described in Section 4 of the Offer to Exchange and outlined below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017. If you do not want to participate, then no action is necessary.

Elections via this Offer Website (Other than Eligible France Employees and Eligible Italy Employees)

1. To submit an election via the offer website, click on the link to the offer website in the launch email you received from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, or go to the offer website at <https://fluidigm.equitybenefits.com>. Log in to the offer website using the login instructions provided to you in the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer (or if you previously logged into the offer website, your updated login credentials).
2. After logging in to the offer website, review the information and proceed through to the Make My Elections page. You will be provided with personalized information regarding each Eligible Option Grant you hold, including:
 - the grant date of the Eligible Option Grant;
 - the per Share exercise price of the Eligible Option Grant;
 - the total, vested, and unvested number of Shares subject to the Eligible Option Grant as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date);
 - whether any New Awards granted to you in the offer would be RSUs or New Options; and
 - the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.

Although Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), they can access their Eligible Option Grant schedule and the Breakeven Calculator via the offer website.

3. On the Make My Elections page, make the appropriate selection next to each of your Eligible Option Grants to indicate which Eligible Option Grants you choose to exchange in the offer by selecting "Yes" or choose not to exchange in the offer by selecting "No."
4. Proceed through the offer website by following the instructions provided. Review your election form and confirm that you are satisfied with your election form. After reviewing, acknowledging and agreeing to the terms and conditions stated on the Submit My Elections page and in the offer documents, submit your election form. If you do not acknowledge and agree to the terms and conditions, you will not be permitted to submit your election.
5. Upon submitting your election form, a confirmation statement will be generated by the offer website. Please print and keep a copy of the confirmation statement for your records. At this point, you will have completed the election process.

Elections by Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer.
 2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.
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We must receive your properly completed and submitted election form on or before the Expiration Date. The Expiration Date will be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may submit your election by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) by following the instructions provided above. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1 408 582 4544.

Your delivery of all documents regarding the offer, including election forms, is at your own risk. If you are permitted to and submit your election form via this offer website, a confirmation statement will be generated by this offer website at the time that you complete and submit your election form. You should print and keep a copy of the confirmation statement for your records. The printed confirmation statement will provide evidence that you submitted your election form. If you submit your election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), we intend to confirm the receipt of your election form by email within two (2) U.S. business days after receiving your election form. If you do not receive a confirmation, it is your responsibility to confirm that we have received your election form. You should contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1 408 582 4544. Note that if you submit any election form by email (as a PDF) or by mail (or other post) or Federal Express (or similar delivery service) within the last two (2) U.S. business days prior to the expiration of the offer, time constraints may prevent Fluidigm from providing a confirmation by email prior to the expiration of the offer. If you submit your election form by mail (or other post) or Federal Express (or similar delivery service), postmark alone on or before the Expiration Date is insufficient for acceptance by us.

Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (other than Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, our Head of Total Rewards (Global), will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery are not permitted. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). We will not accept delivery of any election after expiration of this offer.

Our receipt of your election form is not by itself an acceptance of your Eligible Options for exchange. For purposes of the offer, we will be deemed to have accepted Eligible Options for exchange that are validly elected to be exchanged and are not properly withdrawn as of the time when we give oral or written notice to the option holders generally of our acceptance of options for exchange. We may issue this notice of acceptance by press release, email or other form of communication. Eligible Options accepted for exchange will be cancelled on the Cancellation Date, which we presently expect will be September 20, 2017.

Fluidigm will not accept any alternative, conditional or contingent tenders. Although it is our intent to send you an email confirmation, by completing and submitting this election form, you waive any right to receive any notice of the receipt of the tender of your Eligible Options, except as provided for in the Offer to Exchange. Any confirmation of receipt provided to you merely will be a notification that we have received your election form and does not mean that your Eligible Options have been cancelled. Your Eligible Options that are accepted for exchange will be cancelled on the same U.S. calendar day as the expiration of the offer (but following the expiration of the offer), which cancellation is scheduled to be September 20, 2017 (unless the offer is extended).

2. To change or withdraw prior elections of your Eligible Options, you must complete and deliver a new election form.

You may change an election you previously made with respect to some or all of your Eligible Option Grants, including an election to withdraw all of your Eligible Option Grants from this offer, only in accordance with the provisions of Section 5 of the Offer to Exchange. You may change your mind after you have submitted an election and withdraw some or all of your elected Eligible Options from the offer at any time on or before the Expiration Date (the Expiration Date currently is expected to be September 20, 2017, at 9:00 p.m., U.S. Pacific Time). If we extend the Expiration Date, you may change or withdraw your election of your tendered options at any time until the extended offer expires. In addition, although we intend to accept all validly tendered Eligible Options promptly after the expiration of this offer, due to certain requirements under U.S. securities laws, if we have not accepted your options by 9:00 p.m., U.S. Pacific Time, on October 19, 2017 (which is the 40th U.S. business day following the commencement of the offer), you may withdraw your options at any time thereafter up to such time as Fluidigm does accept your properly tendered Eligible Options.

You may change your election and elect to exchange all of your Eligible Option Grants, some of your Eligible Option Grants, or none of your Eligible Option Grants pursuant to the terms and conditions of this offer. To change an election you previously made with respect to some or all of your Eligible Option Grants, including an election to withdraw all of your Eligible Option Grants from this offer, you must deliver a valid new election form indicating only the Eligible Option Grants you wish to exchange in the offer or a valid new election form indicating that you reject the offer with respect to all of your Eligible Options, by completing the election process set forth in Section 5 of the Offer to Exchange and described below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017.

Election Changes and Withdrawals via this Offer Website (Other than Eligible France Employees and Eligible Italy Employees)

1. Log in to the offer website using your login credentials and via the link provided in the launch email you received from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, or go to the offer website at <https://fluidigm.equitybenefits.com>.
2. After logging in to the offer website, review the information and proceed through to the Make My Elections page, where you will find personalized information regarding each Eligible Option Grant you hold, including:
 - the grant date of the Eligible Option Grant;
 - the per Share exercise price of the Eligible Option Grant;
 - the total, vested, and unvested number of Shares subject to the Eligible Option Grant as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date);
 - whether any New Awards granted to you in the offer would be RSUs or New Options; and
 - the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.
3. On the Make My Elections page, make the appropriate selection next to each of your Eligible Option Grants to indicate which Eligible Option Grants you choose to exchange in the offer by selecting "Yes" or choose not to exchange in the offer by selecting "No."
4. Proceed through the offer website by following the instructions provided. Review your election form and confirm that you are satisfied with your election form. After reviewing, acknowledging and agreeing to the terms and conditions stated on the Submit My Elections page and in the offer documents, submit your election form. If you do not acknowledge and agree to the terms and conditions, you will not be permitted to submit your election.
5. Upon submitting your election form, a confirmation statement will be generated by the offer website. Please print and keep a copy of the confirmation statement for your records. At this point, you will have completed the process for changing your previous election or withdrawing from participation in the offer.

Election Changes and Withdrawals via Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer.
 2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.
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Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via this offer website. However, if you choose not to use this offer website process or if you want to use this offer website but you do not have access to this offer website for any reason, if you are unable to submit your election via this offer website as a result of technical failures of this offer website, such as this offer website being unavailable or this offer website not accepting your election, you may submit your election by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) by following the instructions provided above. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1 408 582 4544.

You may change your mind as many times as you wish, but you will be bound by the properly submitted election form we receive last on or before the Expiration Date. If you change your election to withdraw some or all of your Eligible Option Grants, you may elect later to exchange the withdrawn Eligible Option Grants again at any time on or before the Expiration Date. All Eligible Option Grants that you withdraw will be deemed not properly tendered for purposes of the offer, unless you subsequently properly elect to exchange such Eligible Option Grants on or before the Expiration Date. To reelect to exchange some or all of your Eligible Option Grants, you must submit a new election form to Fluidigm on or before the Expiration Date by following the procedures described in Section 4 of the Offer to Exchange. This new election form must be properly completed, signed (electronically or otherwise), and dated after your previously-submitted election form, and must list all Eligible Option Grants you wish to exchange. Upon our receipt of your properly completed, signed (electronically or otherwise) and dated election form, any prior election form will be disregarded in its entirety and will be considered replaced in full by the new election form. **Each time you make an election on this Fluidigm offer website, please be sure to make an election with respect to each of your Eligible Option Grants.**

3. No Partial Tenders.

If you intend to tender an Eligible Option Grant through the offer, you must tender all of your Shares subject to that Eligible Option Grant.

You may pick and choose which of your outstanding Eligible Option Grants you wish to exchange if you hold more than one Eligible Option Grant and you may choose to exchange in the offer one or more of your Eligible Option Grants without having to exchange all of your Eligible Option Grants. However, if you decide to participate in this offer to exchange an Eligible Option Grant, you must elect to exchange that entire Eligible Option Grant (that is, all Eligible Options subject to that Eligible Option Grant).

However, if you have an Eligible Option that is subject to a domestic relations order (or comparable legal document as the result of the end of a marriage) and a person who is not an Eligible Employee beneficially owns a portion of that Eligible Option Grant, you may accept this offer with respect to the entire remaining outstanding portion of the Eligible Option Grant as long as you are the legal owner of the Eligible Option. We will not accept partial tenders of option grants, so you may not accept the offer with respect to a portion of an Eligible Option Grant that is beneficially owned by you while rejecting it with respect to the portion beneficially owned by someone else. As you are the legal owner of the Eligible Options, we will respect an election to exchange such Eligible Option Grant pursuant to the offer that is made by you and accepted by us and we will not be responsible to you or the beneficial owner of the Eligible Option Grant for any action taken by you with respect to such Eligible Option Grant.

4. Signatures on the election.

With respect to Eligible Employees other than Eligible France Employees and Eligible Italy Employees, logging in to this Fluidigm offer website and completing and submitting your election via this offer website is the equivalent of signing your name on a paper election form and has the same legal effect as your written signature. Elections by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity may not be submitted via this offer website. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may not submit election forms via Fluidigm's offer website but instead only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service).

A paper election form submitted by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) must be signed by the holder of the Eligible Options and the signature must correspond with the name as written on the face of the option agreement or agreements to which the Eligible Options are subject without alteration, enlargement or any change whatsoever. If you submit a paper election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form. If the election form is signed by a trustee, executor, administrator, guardian, attorney in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, that person should so indicate when signing, and proper evidence satisfactory to Fluidigm of the authority of that person to act in that capacity must be submitted with the election form.

5. Other information on the election form.

In addition to signing the election form, you must indicate (or with respect to this offer website, confirm) the countries of your residence and/or principal work location, print your name, and indicate the date and time (U.S. Pacific Time) at which you signed. You also must include (or with respect to this offer website, confirm) your current email address.

6. Requests for assistance or additional copies.

Any questions and any requests for additional copies of the Offer to Exchange or the election form may be directed to Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or phone +1 408 582 4544. Copies will be furnished promptly at Fluidigm's expense.

7. Irregularities.

We will determine, in our discretion, all questions about the validity, form, eligibility (including time of receipt) and acceptance of any Eligible Options. Our determination of these matters will be given the maximum deference permitted by law. However, you have all rights accorded to you under applicable law to challenge such determination in a court of competent jurisdiction. Only a court of competent jurisdiction can make a determination that will be final and binding upon the parties. We reserve the right to reject any election of any option tendered for exchange that we determine is not in an appropriate form or that we determine is unlawful to accept. We will accept all properly tendered Eligible Options that are not validly withdrawn, subject to the terms of this offer. We also reserve the right to waive any of the conditions of the offer or any defect or irregularity in any tender of any particular options or for any particular option holder, provided that if we grant any such waiver, it will be granted with respect to all option holders and tendered options in a uniform and nondiscriminatory manner. No tender of options will be deemed to have been made properly until all defects or irregularities have been cured or waived by us. We have no obligation to give notice of any defects or irregularities in any election and we will not incur any liability for failure to give any such notice. This is a one-time offer. We will strictly enforce the Offering Period, subject only to an extension that we may grant in our discretion.

Important: Election forms must be received via this offer website, via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, our Head of Total Rewards (Global), on or before 9:00 p.m., U.S. Pacific Time, on September 20, 2017 (unless the offer is extended).

8. Additional documents to read.

You should be sure to read the Offer to Exchange, all documents referenced therein, and the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, before deciding to participate in the offer.

9. Important tax information.

Please refer to Sections 14 and 15 of the Offer to Exchange and Schedules C through J, which contain important tax information. We also recommend that you consult with your personal advisers before deciding whether or not to participate in this offer.

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Need Help?
Contact Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or +1 408 582 4544.

Breakeven Calculator – Options to RSUs

Breakeven Calculator for Eligible Option Grants Exchanged for RSUs

This Breakeven Calculator for RSUs has been provided to you as a convenience for purposes of making limited mathematical calculations regarding the potential amount that could be received from an Eligible Option Grant or RSU Grant to be granted pursuant to the offer if you choose to exchange an Eligible Option Grant. The Breakeven Calculator does not take into account all of the factors that you should consider in deciding whether to participate in the offer. For example, the Breakeven Calculator does not account for vesting. Note that you will be able to profit from an RSU Grant only if it actually vests. Therefore, even if the Breakeven Calculator shows that the potential profit on an RSU Grant is greater than for an Eligible Option Grant at the assumed prices you enter, you would be able to profit from an RSU Grant only if it actually vests. In addition, this Breakeven Calculator does not take into consideration the difference in taxation between RSUs and options. Note further that because of the rounding resulting from fractional Shares, the values shown could be higher or lower than the actual result.

What Price Must Fluidigm's Stock Reach Before the Value of My Eligible Option Grant = the Value of the RSU Grant?

Future Fluidigm Share price at which the intrinsic value (that is, for each underlying Share, the stock price minus the exercise price) of my Eligible Option Grant would equal the value (based on that stock price) of the RSU Grant.

Step 1: Select the Grant Number of the Eligible Option Grant to be Valued	<input type="text"/>
Per Share Exercise Price of Eligible Option Grant	<input type="text"/>
Number of Shares subject to Eligible Option Grant (as of September 20, 2017)*	<input type="text"/>
Press to Calculate Breakeven	<input type="button" value="Calculate"/>
Exchange Ratio for Eligible Option Grant Selected in Step 1	<input type="text"/>
New RSU Shares	<input type="text"/>
Breakeven Stock Price	<input type="text"/>

The breakeven stock price is the price of Fluidigm's Shares at which the intrinsic value (that is, for each underlying Share, the stock price minus exercise price) of the Eligible Option Grant is equal to the value (based on that stock price) of the RSU Grant. Any future stock price greater than the breakeven price generally would result in the options being more valuable than the RSUs received after the exchange.

* Assumes vesting in accordance with the applicable vesting schedule, and no early exercise or early termination through such date.

What is the Potential Value of My Eligible Option Grants and New RSUs at a Future, Hypothetical Price?

Step 2: Enter Hypothetical Stock Price to Calculate Values

Press to Calculate Values

Calculate

Value of Eligible Option Grant at Stock Price Entered in Step 2

Value of RSU Grant at Stock Price Entered in Step 2

Reset

Important Legal Notification: The Breakeven Calculator is not a financial or tax planning tool and information set forth in the Breakeven Calculator does not constitute a recommendation as to whether or not to participate in the offer. The simulations are hypothetical and do not reflect your personal tax or financial circumstances. You should consult your tax, financial and legal advisors for advice related to your specific situation. Additionally, in the Breakeven Calculator, Fluidigm makes no forecast or projection regarding the value of the granted RSUs in the offer or as to the future market price of Fluidigm's Common Stock, which may increase or decrease. You are responsible for verifying the accuracy of any information that you enter into the Breakeven Calculator.

Breakeven Calculator - Option to Option

Breakeven Calculator for Eligible Option Grants Exchanged for New Options

This Breakeven Calculator has been provided to you as a convenience for purposes of making limited mathematical calculations regarding the potential amount that could be received from an Eligible Option Grant or a New Option Grant to be granted pursuant to the offer if you choose to exchange an Eligible Option Grant. The Breakeven Calculator does not take into account all of the factors that you should consider in deciding whether to participate in the offer. For example, the Breakeven Calculator does not account for vesting. Note that you will be able to profit from a New Option Grant only if it actually vests. Therefore, even if the Breakeven Calculator shows that the potential profit on a New Option Grant is greater than for an Eligible Option Grant at the assumed prices you enter, you would be able to profit from a New Option only if it actually vests. In addition, this Breakeven Calculator does not take into consideration the difference in taxation between the Eligible Option Grant and the New Option Grant (for example, if your Eligible Option Grant is an incentive stock option and your New Option Grant is a nonstatutory stock option, for U.S. tax purposes). Note further that because of the rounding resulting from fractional Shares, the values shown could be higher or lower than the actual result.

What Price Must Fluidigm's Stock Reach Before the Value of My Eligible Option Grant = the Value of the New Option Grant?

Future Fluidigm Share price at which the intrinsic value (that is, for each underlying Share, the stock price minus the exercise price) of my Eligible Option Grant would equal the intrinsic value of the New Option Grant.

Step 1: Select the Grant Number of the Eligible Option Grant to be Valued

Per Share Exercise Price of Eligible Option Grant

Number of Shares Subject to Eligible Option Grant (as of September 20, 2017)*

Step 2: Enter Hypothetical per Share Exercise Price of New Option Grant (equal to the closing price of a Share of Fluidigm's Common Stock on Nasdaq on the New Award Grant Date)

Press to Calculate Breakeven

Calculate

Exchange Ratio for Eligible Option Grant Selected in Step 1

Number of Shares subject to New Option Grant

Breakeven Stock Price

The breakeven stock price is the price at which the intrinsic value (that is, for each underlying Share, the stock price minus the exercise price) of the Eligible Option Grant is equal to the intrinsic value of the New Option Grant. Any future stock price greater than the breakeven price generally would result in the Exchanged Option Grant being more valuable than the New Option Grant received after the exchange.

* Assumes that the Eligible Option Grant is not exercised or terminated, and vests in accordance with the applicable vesting schedule, through such date.

What is the Potential Value of My Eligible Option Grant and New Option Grant at a Future, Hypothetical Price?

Hypothetical per Share Exercise Price of New Option Grant (As Entered Above)

Step 3: Enter Hypothetical Stock Price to Calculate Values

Press to Calculate Values

Calculate

Value of Eligible Option Grant at Stock Price Entered in Step 3

Value of New Option Grant at Stock Price Entered in Step 3

Reset

Important Legal Notification: The Breakeven Calculator is not a financial or tax planning tool and information set forth in the Breakeven Calculator does not constitute a recommendation as to whether or not to participate in the offer. The simulations are hypothetical and do not reflect your personal tax or financial circumstances. You should consult your tax, financial and legal advisors for advice related to your specific situation. Additionally, in the Breakeven Calculator, Fluidigm makes no forecast or projection regarding the value of the New Options granted in the offer or as to the future market price of Fluidigm's Common Stock, which may increase or decrease. You are responsible for verifying the accuracy of any information that you enter into the Breakeven Calculator.

Paper Election Screen



Stock Option Exchange Program
Opens August 23, 2017
Expires September 20, 2017, at 9:00 p.m., U.S. Pacific Time

Welcome: Dominique Remy-Renou

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Submit Paper Election

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees are not permitted to submit an election to participate in the offer via Fluidigm's offer website. If you are an Eligible France Employee or Eligible Italy Employee and you wish to participate in the offer, you must deliver a paper election form by email (scanned as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to **Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A.**, no later than the Expiration Date.

To obtain a paper election form, you may print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing this offer. Alternatively, you may contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1 408 582 4544.

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Need Help?

Contact Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or +1 408 582 4544.

Review My Election (Step 2 of 4)



Stock Option Exchange Program
Opens August 23, 2017
Expires September 20, 2017, at 9:00 p.m., U.S. Pacific Time

Welcome: **Fname Lname**

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Review My Election (Step 2 of 4)

Your election has not yet been submitted. Please review your Eligible Option Grant selections below and confirm that you are satisfied with your selections. Select the "Continue" button below to proceed with your election or select "Go Back / Cancel" button below to cancel, go back and/or make any adjustments to your election.

Eligible Option Grant

New Award Grant

Grant No.	Grant Date	Per Share Exercise Price	Grant Type	Shares Underlying Eligible Option Grant	Vested Shares Underlying Eligible Option Grant	Unvested Shares Underlying Eligible Option Grant	New Award Type	Shares Underlying New Award Grant	Election
									<input type="radio"/> Yes <input checked="" type="radio"/> No

[Go Back / Cancel](#)

[Continue](#)

Need Help?

Contact Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or +1 408 582 4544.

Submit My Elections (Step 3 of 4)



Stock Option Exchange Program
Opens August 23, 2017
Expires September 20, 2017, at 9:00 p.m., U.S. Pacific
Time

Welcome: Fname Lname

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Submit My Elections (Step 3 of 4)

I understand that this election will replace in its entirety any election Fluidigm previously received from me.

**SUBMIT YOUR ELECTION NO LATER THAN 9:00 P.M., U.S. PACIFIC TIME,
ON SEPTEMBER 20, 2017 (UNLESS THE OFFER IS EXTENDED).**

Election Terms & Conditions

1. I agree that my decision to accept or reject the offer with respect to some or all of my Eligible Option Grants is entirely voluntary and is subject to the terms and conditions of the offer.
2. I understand that I may change my election at any time by completing and submitting a new election form no later than 9:00 p.m. U.S. Pacific Time, on September 20, 2017 (unless the offer is extended), and that any election form submitted and/or received after such time will be void and of no further force and effect.
3. If my employment with Fluidigm or its subsidiaries terminates on or before the offer expires, I understand that I will cease to be an Eligible Employee under the terms of the offer and any election that I have made to exchange any of my options pursuant to the offer will be ineffective. As a result, none of my Eligible Options will be exchanged under the offer and I will not receive New Awards.
4. I understand and agree that my employment (or, after New Awards have been granted pursuant to the offer, my employment or service) with Fluidigm or any of its subsidiaries will be considered terminated effective as of the date that I no longer am actively providing employment or other services, as applicable, to Fluidigm or any of its subsidiaries (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or rendering services or the terms of my employment or service agreement, if any) and, unless otherwise expressly provided in the offer or determined by Fluidigm, my right to receive New Awards pursuant to the offer or to vest in the New Awards received in the offer, if any, will terminate as of such date and will not be extended by any notice period mandated under local law (e.g., my period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where I am employed or rendering services or the terms of my employment or service agreement, if any); Fluidigm will have the exclusive discretion to determine when I no longer am actively providing employment services for purposes of the offer and the grant of New Awards pursuant to the offer (including whether I still may be considered to be providing employment services while on a leave of absence). I further acknowledge that the New Awards granted pursuant to the offer have a different vesting schedule than the Eligible Options cancelled in exchange, that the first vesting date under the New Awards is scheduled to occur no earlier than the Company's first scheduled quarterly vesting date occurring at least three months following the New Award Grant Date (or with respect to RSUs granted to any Eligible France Employee, no earlier than the first scheduled quarterly vesting date at least one year after the New Award Grant Date), that any New Options granted pursuant to the offer will have a different exercise price per Share than the Eligible Options cancelled in the offer, and that each New Option will be a nonstatutory stock option, regardless of whether the Exchanged Option that was cancelled in exchange for the New Option was an incentive stock option or a nonstatutory stock option for U.S. tax purposes. However, if I reside in or my principal work location is in France, I acknowledge that my RSUs will be subject to a minimum one-year cliff vesting date restriction with quarterly vesting thereafter to satisfy the requirements for French-qualified RSUs.
5. I agree that all decisions with respect to future grants under any Fluidigm equity compensation plan will be at the sole discretion of Fluidigm.
6. I agree that: (i) the offer is established voluntarily by Fluidigm, is discretionary in nature and may be modified, amended, suspended or terminated by Fluidigm, in accordance with the terms set forth in the offer documents, at any time prior to the expiration of the offer; (ii) Fluidigm may, at its discretion, refuse to accept my election to participate; and (iii) the offer is an exceptional, voluntary and one-time offer that does not create any contractual or other right to receive future offers, options or restricted stock units, or benefits in lieu of offers, even if offers have been made in the past.

7. I agree that the New Awards, and income from and value of same: (i) are not intended to replace any pension rights or compensation; and (ii) are not part of normal or expected compensation for the purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.
8. If I am providing services outside the U.S., I agree that (i) the New Awards, and the income from and value of same, are not part of normal or expected compensation for any purpose; and (ii) neither Fluidigm nor any of its subsidiaries shall be liable for any foreign exchange rate fluctuation between my local currency and the U.S. Dollar that may affect the value of the New Awards or of any amounts due to me pursuant to the exercise of the New Options, settlement of RSUs, or the subsequent sale of any Shares of Fluidigm's Common Stock acquired upon exercise or settlement.
9. This election and my participation in the offer shall not create a right to employment or service, or be interpreted as forming or amending an employment or service contract with Fluidigm or any of its subsidiaries and shall not interfere with the ability of Fluidigm, or, if different, of my current employer, or applicable entity with which I am engaged to provide services (the "Employer"), to terminate my employment or service relationship (if any) at any time with or without cause (subject to the terms of my employment contract or other service contract, if any).
10. I understand that: (i) the future value of the Shares of Fluidigm's Common Stock underlying the New Awards is unknown, indeterminable and cannot be predicted with certainty; (ii) if the underlying Shares of Fluidigm's Common Stock do not increase in value, the New Options will have no value; and (iii) if I exercise the New Option and acquire Shares of Fluidigm's Common Stock, the value of those Shares may increase or decrease, even below the New Option's exercise price.
11. No claim or entitlement to compensation or damages shall arise from forfeiture of the New Awards resulting from the termination of my employment or other service relationship with Fluidigm or one of its subsidiaries (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any).
12. ***I hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of my personal data as described in this election and any other offer documents ("Data") by and among, as applicable, the Employer, Fluidigm and any of its other subsidiaries or affiliates for the exclusive purpose of implementing, administering and managing my participation in the offer.***

I understand that Fluidigm and the Employer may hold certain personal information about me, including, but not limited to, my name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in Fluidigm, details of all options or any other entitlement to Shares of Common Stock awarded, cancelled, exercised, vested, unvested or outstanding in my favor, for the exclusive purpose of implementing, administering and managing my participation in the offer.

I understand Data will be transferred to a stock plan broker or other broker, plan administrator or third parties designated from time to time by Fluidigm (the "Designated Broker") to assist Fluidigm with the implementation, administration and management of the offer. I understand that the recipients of Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than my country. I understand that if I reside outside the United States, I may request a list with the names and addresses of any potential recipients of Data by contacting my local human resources representative. I authorize Fluidigm, the Designated Broker and any other possible recipients which may assist Fluidigm (presently or in the future) with implementing, administering and managing the offer to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing my participation in the offer, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom any Shares of Common Stock acquired pursuant to the offer may be deposited. I understand Data will be held only as long as is necessary to implement, administer and manage my participation in the offer. I understand that if I reside outside the United States, I may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing my local human resources representative. Further, I understand that I am providing the consents herein on a purely voluntary basis. If I do not consent, or if I later seek to revoke my consent, my employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing my consent is that Fluidigm would not be able to grant New Awards or other equity awards to me or administer or maintain such awards or my participation in the offer. Therefore, I understand that refusing or withdrawing my consent may affect my ability to participate in the offer. For more information on the consequences of my refusal to consent or withdrawal of consent, I understand that I may contact my local human resources representative.

13. I acknowledge that, regardless of any action taken by Fluidigm or the Employer, the ultimate liability for all income tax, social insurance and social security liabilities or premium, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the offer and the New Awards and legally applicable to me ("Tax-Related Items") is and remains solely my responsibility and may exceed the amount actually withheld by Fluidigm or the Employer. I further acknowledge that Fluidigm and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the offer and the New Awards, including, but not limited to, the exchange of Eligible Options for New Awards, the grant, vesting or exercise of the New Awards, the issuance of Shares upon exercise of the New Awards, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the offer or any aspect of the New Awards to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if I am subject to tax in more than one jurisdiction, I acknowledge that Fluidigm and/or the Employer (or former employer or entity, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, I agree to make adequate arrangements satisfactory to Fluidigm and/or the Employer to satisfy all Tax-Related Items. In this regard, I authorize Fluidigm and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from my wages or other cash compensation paid to me by Fluidigm and/or the Employer; (ii) withholding from proceeds of the sale of Shares acquired upon exercise of the New Options or settlement of RSUs either through a voluntary sale or through a mandatory sale arranged by Fluidigm (on my behalf pursuant to this authorization without further consent), or (iii) as otherwise specified in the 2011 Plan and the applicable award agreement between Fluidigm and me governing the New Award (including any country specific sub plans, appendices or addenda thereto).

Finally, I agree to pay to Fluidigm or the Employer any amount of Tax-Related Items that Fluidigm or the Employer may be required to withhold as a result of my participation in the offer and the grant of New Awards that cannot be satisfied by the means previously described. Fluidigm may refuse to issue or deliver the Shares subject to New Awards that I receive pursuant to the offer, if I fail to comply with my obligations in connection with the Tax-Related Items.

14. I acknowledge that I may be accepting part or all of the offer and the terms and conditions of the election form in English and I agree to be bound accordingly. If I have received the election form or any other offer document translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control.
15. I acknowledge and agree that none of Fluidigm or a subsidiary or affiliate of Fluidigm, or any of their respective employees or agents, has made any recommendation to me as to whether or not I should accept the offer to exchange my Eligible Options and that I am not relying on any information or representation made by any such person in accepting or rejecting the offer, other than any information contained in the offer documents.
16. I agree that participation in the offer is governed by the terms and conditions set forth in the offer documents, including the election form. I acknowledge that I have received the offer documents and have been afforded the opportunity to consult with my own investment, legal and/or tax advisers before making this election and that I have knowingly accepted or rejected the offer. I agree that any and all decisions or interpretations of Fluidigm upon any questions relating to the offer and the election form will be given the maximum deference permitted by law.
17. I agree that the terms of the New Awards, if any, that I receive pursuant to the offer will be subject to the terms and conditions of the applicable New Award agreement (including any applicable country-specific sub-plans, appendices or addenda thereto).
18. I understand and agree that the offer and the New Awards granted pursuant to the offer are governed by, and subject to, the laws of the State of California, without regard to the conflict of law provisions. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this offer or the grant of New Awards, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation will be conducted only in the courts of San Mateo, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this offer is made and/or to be performed.
19. I understand that if I am an Eligible France Employee or Eligible Italy Employee, I may not submit my election form (s) via Fluidigm's offer website but instead only by email (as a PDF) at stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A.
-

20. I further understand that if I submit my election form by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), Fluidigm intends to send me a confirmation of receipt of my election form by email at the email address as I have provided to Fluidigm below, within two (2) U.S. business days after Fluidigm receives my election form. I understand that if I submit my election form via the offer website, the confirmation statement provided on the offer website at the time I submit my election form will provide additional evidence that I submitted my election form and that I should print and keep a copy of such confirmation statement for my records. If I do not receive a confirmation from Fluidigm, I understand that it is my responsibility to ensure that my election form has been received no later than 9:00 p.m., U.S. Pacific Time, on September 20, 2017. I understand that only responses that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date will be accepted.
21. The provisions of the offer documents and this election form are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Countries of Residence and/or Principal Work Location:

Please type your Countries of Residence

Email Address:

Eligible Employee Name:

(Required)

I acknowledge and agree with the terms and conditions stated above and as set forth in the offer documents comprising this offer.

(Selecting the "Submit" button below will submit your election.)

Go Back / Cancel

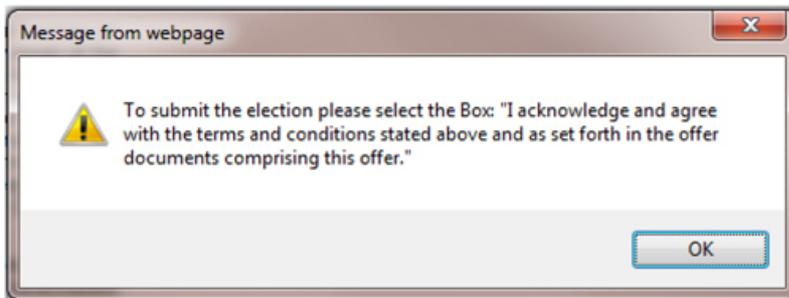
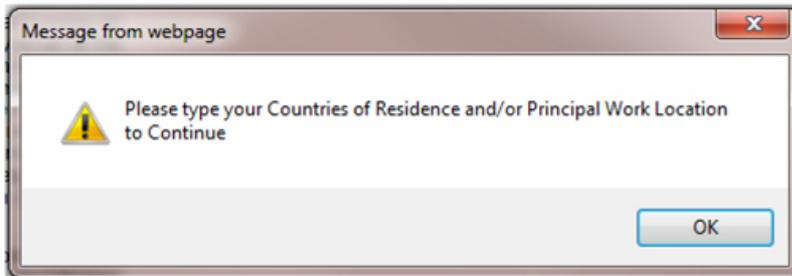
Submit

Need Help?

Contact Varaprasad Gedipudi at
stockoptionexchange@fluidigm.com or +1 408 582
4544.

**SUBMIT YOUR ELECTION NO LATER THAN 9:00 P.M., U.S. PACIFIC TIME,
ON SEPTEMBER 20, 2017 (UNLESS THE OFFER IS EXTENDED).**

Notifications



Print Election Confirmation (Step 4 of 4)



Stock Option Exchange Program
Opens August 23, 2017
Expires September 20, 2017, at 9:00 p.m., U.S. Pacific Time

Welcome: **Fname Lname**

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Print Election Confirmation (Step 4 of 4)

Fluidigm Corporation ("Fluidigm") has received your election via Fluidigm's offer website by which you elected to accept or reject Fluidigm's offer to exchange certain outstanding options for new awards (the "offer") with respect to some or all of your outstanding Eligible Option Grants, subject to the terms and conditions of the offer.

Your election has been recorded as follows:

Name:

Employee ID:

Date and Time of Election:

**Countries of Residence and/or
Principal Work Location:**

Eligible Option Grant

New Award Grant

Grant No.	Grant Date	Per Share Exercise Price	Grant Type	Shares Underlying Eligible Option Grant	Vested Shares Underlying Eligible Option Grant	Unvested Shares Underlying Eligible Option Grant	New Award Type	Shares Underlying New Award Grant	Election

If you change your mind regarding your election, you may change your election to accept or reject the offer with respect to some or all of your Eligible Option Grants by submitting a new, properly completed, signed and dated election form. The new election form must be delivered via Fluidigm's offer website at <https://fluidigm.equitybenefits.com>, via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post), or Federal Express (or similar delivery service) to Sarah Whaley, our Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017.

Only election forms that are properly completed, signed, dated and actually received by Fluidigm via the offer website, email (as a PDF), mail (or other post), or Federal Express (or similar delivery service) on or before the Expiration Date will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery are not permitted. If you have any questions, please direct them to Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or by phone at +1 408 582 4544.

Please note that our receipt of your election form is not by itself an acceptance of your Eligible Options for exchange. For purposes of the offer, Fluidigm will be deemed to have accepted Eligible Options for exchange that are validly tendered and not properly withdrawn as of the time Fluidigm gives oral or written notice to the option holders generally of its acceptance of options for exchange. Fluidigm may issue this notice of acceptance by press release, email or other method of communication. Eligible Options accepted for exchange will be cancelled on the Cancellation Date, which we presently expect will be September 20, 2017. Fluidigm's formal acceptance of the properly tendered Eligible Options is expected to take place shortly after the expiration of the offer.

This notice does not constitute the offer. The full terms of the offer are described in (1) the Offer to Exchange Certain Outstanding Options for New Awards (the "Offer to Exchange"); (2) the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer; and (3) the election form attached to the launch email, together with its associated instructions. You may access these documents through the U.S. Securities and Exchange Commission's website at www.sec.gov, on Fluidigm's offer website at <https://fluidigm.equitybenefits.com>, or by contacting Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or by phone at +1 408 582 4544.

[Print Confirmation](#)

[Logout](#)

[Return to Welcome Page](#)

Printable Confirmation

[Home](#)

Fluidigm Option Exchange Program – Election Confirmation

Fluidigm Corporation ("Fluidigm") has received your election via Fluidigm's offer website by which you elected to accept or reject Fluidigm's offer to exchange certain outstanding options for new awards (the "offer") with respect to some or all of your outstanding Eligible Option Grants, subject to the terms and conditions of the offer.

Your election has been recorded as follows:

Name:

Employee ID:

Date and Time of Election:

**Countries of Residence and/or
Principal Work Location:**

Eligible Option Grant

New Award Grant

Grant No.	Grant Date	Per Share Exercise Price	Grant Type	Shares Underlying Eligible Option Grant	Vested Shares Underlying Eligible Option Grant	Unvested Shares Underlying Eligible Option Grant	New Award Type	Shares Underlying New Award Grant	Election

If you change your mind regarding your election, you may change your election to accept or reject the offer with respect to some or all of your Eligible Option Grants by submitting a new, properly completed, signed and dated election form. The new election form must be delivered via Fluidigm's offer website at <https://fluidigm.equitybenefits.com>, via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post), or Federal Express (or similar delivery service) to Sarah Whaley, our Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017.

Only election forms that are properly completed, signed, dated and actually received by Fluidigm via the offer website, email (as a PDF), mail (or other post), or Federal Express (or similar delivery service) on or before the Expiration Date will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery are not permitted. If you have any questions, please direct them to Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or by phone at +1 408 582 4544.

Please note that our receipt of your election form is not by itself an acceptance of your Eligible Options for exchange. For purposes of the offer, Fluidigm will be deemed to have accepted Eligible Options for exchange that are validly tendered and not properly withdrawn as of the time Fluidigm gives oral or written notice to the option holders generally of its acceptance of options for exchange. Fluidigm may issue this notice of acceptance by press release, email or other method of communication. Eligible Options accepted for exchange will be cancelled on the Cancellation Date, which we presently expect will be September 20, 2017. Fluidigm's formal acceptance of the properly tendered Eligible Options is expected to take place shortly after the expiration of the offer.

This notice does not constitute the offer. The full terms of the offer are described in (1) the Offer to Exchange Certain Outstanding Options for New Awards (the "Offer to Exchange"); (2) the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer; and (3) the election form attached to the launch email, together with its associated instructions. You may access these documents through the U.S. Securities and Exchange Commission's website at www.sec.gov, on Fluidigm's offer website at <https://fluidigm.equitybenefits.com>, or by contacting Varaprasad Gedipudi at stockoptionexchange@fluidigm.com or by phone at +1 408 582 4544.

FLUIDIGM CORPORATION
FAQS FOR EMPLOYEES RELATING TO
THE OFFER TO EXCHANGE
CERTAIN OUTSTANDING OPTIONS FOR
NEW AWARDS
August 23, 2017

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FREQUENTLY ASKED QUESTIONS AND ANSWERS

The following are answers to some of the questions that you may have about the offer to exchange certain outstanding options for new awards (the “offer”) made by Fluidigm Corporation (“Fluidigm,” “we,” “our,” or “us”). The offer is made subject to the terms and conditions of the entire Offer to Exchange Certain Outstanding Options for New Awards (the “Offer to Exchange”), the accompanying launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, and the election form attached to the launch email, together with its associated instructions. The offer is made subject to the terms and conditions of these documents as they may be amended (the “offer documents”). You should refer to these offer documents for the terms and conditions of the offer. The information in this FAQ is a brief summary of some of the key terms of the offer and is made available as a convenience only. You should be aware that the FAQ does not constitute the complete terms and conditions of the offer. If after reviewing the FAQ and the offer documents, you have any further questions regarding the offer, you can direct your questions to Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. If you wish to obtain copies of the offer documents, you should contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

GENERAL TERMS OF THE OFFER

Q1. What is the offer?

A1. The offer is a one-time voluntary opportunity for Eligible Employees (see Q2 below for a description of who qualifies as an Eligible Employee) to exchange for New Awards (see Q11 for a description of New Awards) certain outstanding “underwater” stock options (see Q3 below for information regarding what options are eligible for the offer). Please also refer to Question and Answer 1 of the Offer to Exchange.

Q2. Who is eligible to participate in the offer?

A2. You are eligible to participate in the offer and be considered an “Eligible Employee” in the offer, if you (i) are an active employee of Fluidigm or any of its subsidiaries (including our executive officers) who resides in or whose principal work location is in any of the following countries: Canada, France, Germany, Italy, Japan, Malaysia, Singapore, the United Kingdom, and the United States (referred to as the “Eligible Countries”) as of the start of the offer and through date New Awards are granted (referred to as the “New Award Grant Date”), and (ii) hold any Eligible Options. Please also refer to Question and Answer 5 of the Offer to Exchange.

Q3. Which of my options are Eligible Options?

A3. “Eligible Options” are options to purchase shares of Fluidigm common stock (referred to as “Shares”), whether vested or unvested, that have an exercise price per Share greater than US\$4.37 and greater than the closing price of a Share on the NASDAQ Global Select Market (referred to as the “Nasdaq”) on the Expiration Date, that are outstanding as of the start of the offer and remain outstanding and unexercised as of the Expiration Date, currently expected to occur on September 20, 2017. To be an Eligible Option, an option also must have been granted under the Fluidigm Corporation 2011 Equity Incentive Plan, as amended, the Fluidigm Corporation 2009 Equity Incentive Plan, as amended, the Fluidigm Corporation 1999 Stock Option Plan, as amended, or the DVS Sciences, Inc. 2010 Equity Incentive Plan, as amended, in each case including any sub-plans thereunder including any sub-plans thereunder (the plans, together, are referred to as the “Plans”). Please also refer to Question and Answer 8 of the Offer to Exchange.

Q4. Am I required to participate in the offer?

A4. No. Participation in the offer is completely voluntary. Please also refer to Question and Answer 6 of the Offer to Exchange.

Q5. What happens to my options if I choose not to participate or if my Eligible Options are not accepted for exchange?

A5. If you choose not to participate or your Eligible Options are not accepted for exchange, your existing options will (a) remain outstanding until they are exercised or cancelled or they expire by their existing terms, (b) retain their current exercise price, (c) retain their current vesting schedule, and (d) retain all of the other terms and conditions as set forth in the applicable plan and relevant option agreement under which it was granted (including any applicable country-specific sub-plan and/or appendix, related to such option grant). Please also refer to Question and Answer 26 of the Offer to Exchange.

Q6. How long will the offer be available to me?

A6. The offer will open on Wednesday, August 23, 2017, and is expected to expire on Wednesday, September 20, 2017, at 9:00 p.m., U.S. Pacific Time (the “Expiration Date”). Fluidigm may extend the offer, and if so, will issue a press release, email or other form of communication disclosing the extension of the offer. Fluidigm will notify you no later than 6:00 a.m., Pacific Time, on the next U.S. business day following the previously scheduled expiration date. The time during which the offer is open is referred to as the “Offer Period.” Please also refer to Questions and Answers 1, 2 and 32 of the Offer to Exchange.

Q7. What happens if my employment with Fluidigm terminates before New Awards are granted?

A7. If, for any reason, you no longer are an employee of Fluidigm or its subsidiaries on the New Award Grant Date or your principal work location or residence changes so that you no longer reside in or have a principal work location in any of the Eligible Countries as of the Expiration Date, then you will not be an Eligible Employee and will not be eligible to participate in the offer. As a result, you will not receive any New Awards. Instead, you will keep your current Eligible Options and those options will vest and expire in accordance with their original terms. Except as provided by applicable law and/or any employment agreement between you and Fluidigm or its subsidiaries, your employment with Fluidigm or its subsidiaries will remain “at-will” regardless of your participation in the offer and can be terminated by you or your employer at any time with or without cause or notice. Please also refer to the Risks of Participating in the Offer section in the Offer to Exchange.

Q8. Are my options with a per Share exercise price below US\$4.37 Eligible Options?

A8. No. Only options that have a per Share exercise price greater than US\$4.37 and greater than the closing price of a Share of our common stock on Nasdaq on the Expiration Date are Eligible Options. Accordingly, any options that have a per Share exercise price equal to or below the greater of US\$4.37 and the closing price of a Share of our common stock on Nasdaq on the Expiration Date are not Eligible Options and therefore are not eligible to be exchanged in the offer. Please also refer to Questions and Answers 8 and 11 of the Offer to Exchange.

Q9. If I participate in the offer, do I have to exchange all of my Eligible Options?

A9. If you decide to participate in the offer and to exchange Eligible Options, you must elect to exchange all of the Eligible Options that are part of the same Eligible Option Grant that you would like to exchange. (An "Eligible Option Grant" refers collectively to all of the Eligible Options that are part of the same option grant and subject to the same option agreement). For example, if you have been granted Eligible Options to purchase a total of 1,000 Shares under the 2011 Plan subject to an option agreement under the 2011 Plan, the Eligible Option Grant refers to the entire award of Eligible Options to purchase 1,000 Shares. If you have exercised 600 options subject to that award, the Eligible Option Grant refers to the award of Eligible Options to purchase the 400 Shares that remain subject to the award).

While you may elect to exchange the entire remaining portion of an Eligible Option Grant that you previously partially exercised, we will not accept partial tenders of Eligible Option Grants and therefore you may not elect to exchange only some of the Eligible Options subject to any particular Eligible Option Grant. For example, you may not elect to exchange only the unvested portion of an Eligible Option Grant or elect to exchange your Eligible Option Grant only with respect to 150 Eligible Options of the remaining 300 Eligible Options under the first Eligible Option Grant, in the example above. However, your previous exercise of 700 Shares under the Eligible Option Grant does not mean you cannot exchange the remaining 300 Shares.

You may pick and choose which of your outstanding Eligible Option Grants you wish to exchange if you hold more than one Eligible Option Grant and you may choose to exchange one or more of your Eligible Option Grants without having to exchange all of your Eligible Option Grants. For example, if you hold (1) an Eligible Option Grant covering 1,000 Shares, 700 of which you have already exercised, (2) an Eligible Option Grant covering 1,000 Shares, and (3) an Eligible Option Grant covering 3,000 Shares, you may choose to exchange all three Eligible Option Grants, or any two of the three Eligible Option Grants, or any one of the three Eligible Option Grants, or none at all. Please also refer to Question and Answer 16 of the Offer to Exchange.

Q10. Where can I find a list of Eligible Option Grants?

A10. We have created an offer website in connection with the offer. To help you recall your Eligible Option Grants and give you the information necessary to make an informed decision, please refer to the personalized information regarding each Eligible Option Grant you hold available via the offer website that lists: the grant date of the Eligible Option Grant; the per Share exercise price of the Eligible Option Grant; the total, vested, and unvested numbers of underlying Shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date); whether any New Awards granted to you in the offer would be RSUs or New Options; and the number of Shares subject to the grant of New Awards (referred to as a “New Award Grant”) that would be granted in exchange for the Eligible Option Grant. If you are unable to access your personalized information regarding each Eligible Option Grant you hold, you may contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or phone at +1-408-582-4544. Please also refer to Question and Answer 8 of the Offer to Exchange.

Q11. If I participate in the offer, what will I receive for an Eligible Option Grant I choose to exchange?

A11. If you are an Eligible Employee who resides in or whose principal work location is in France, Germany, Italy, Japan, Malaysia, Singapore, the United Kingdom, or the United States and you properly tender an Eligible Option Grant pursuant to the offer that we accept (such Eligible Option Grants are referred to as “Exchanged Option Grants”), you will receive RSUs (see Q12 below for a description of RSUs), except that, with respect to any Eligible Employee with a title of Vice President or above (referred to as an “Eligible Executive”), you will receive New Options (see Q13 below for a description of New Options). Any Eligible Employee who resides in or whose principal work location is in Canada (an “Eligible Canada Employee”) also will receive New Options in exchange for any such Eligible Options that are exchanged in the offer, as described further below in Q33. RSUs and New Options, together, are referred to as “New Awards.” Please also refer to Question and Answer 3 of the Offer to Exchange.

Q12. What is an RSU?

A12. Restricted stock units, or “RSUs” are promises by Fluidigm to issue Shares of Fluidigm common stock in the future provided that the vesting criteria are satisfied. RSUs are a different type of equity award from options. Therefore, if you are issued RSUs, the terms and conditions of your RSUs necessarily will be different from your Exchanged Option Grants. RSUs granted in connection with the offer will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto.

You do not have to make any cash payment to Fluidigm to receive your RSUs or Shares of common stock upon the vesting of your RSUs. However, to the extent that we (or our subsidiary or other affiliate, as applicable) have a tax withholding obligation in connection with the vesting of the RSUs and issuance of Shares thereunder or otherwise, the tax withholding obligations will be satisfied in the manner specified in the 2011 Plan and the award agreement between you and Fluidigm thereunder governing your RSUs, including any applicable country-specific sub-plans, appendices or addenda thereto. Please also refer to Question and Answer 3 of the Offer to Exchange.

Q13. What are the terms of the New Options?

A13. A New Option represents the right to purchase Shares of our common stock at a predetermined price per Share. New Options granted in connection with the offer will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto. Each New Option will be a nonstatutory stock option for U.S. tax purposes, regardless of whether an Exchanged Option Grant was an incentive stock option or a nonstatutory stock option for U.S. tax purposes.

New Options granted to an Eligible Employee, other than to an Eligible Employee whose residence or principal work location is in France (an "Eligible France Employee"), will have a per Share exercise price equal to the closing price of a Share of our common stock on Nasdaq on the New Award Grant Date. If you are an Eligible France Employee, please refer to Q35 below for more information.

New Options will be scheduled to vest in the future provided that the vesting criteria are satisfied. You do not have to make any cash payment to Fluidigm to receive your New Options, but will be required to pay the per Share exercise price of a New Option to receive a Share of common stock subject to your New Options. Additionally, to the extent that we (or our subsidiary or other affiliate, as applicable) have a tax withholding obligation in connection with the exercise of the New Options and issuance of Shares thereunder or otherwise, the tax withholding obligations will be satisfied in the manner specified in the 2011 Plan and the award agreement between you and Fluidigm thereunder governing your New Options, including any applicable country-specific sub-plans, appendices or addenda thereto. Please also refer to Questions and Answers 4, 10, and 15 of the Offer to Exchange.

Q14. Why will Eligible Executives receive New Options rather than RSUs?

A14. Employees having a title of Vice President or above, including our executive officers, are eligible to participate in the offer but they will receive New Options instead of RSUs. We have determined that Vice Presidents and above (including our executive officers) will receive New Options and not RSUs because we believe these executive-level employees should only receive value for their Exchanged Option Grants based on our positive stock price performance. This helps align the interests of our executives with our stockholders. Please also refer to Question and Answer 9 of the Offer to Exchange.

Q15. How many New Awards will I receive for an Exchanged Option Grant?

A15. The offer is not a one-for-one exchange of your Eligible Options for New Awards. Eligible Option Grants surrendered pursuant to the offer will be cancelled and exchanged for New Award Grants covering a lesser number of Shares of our common stock than were subject to the corresponding Exchanged Option Grants immediately before they were cancelled in the offer on the basis of an exchange ratio applied to the Exchanged Option Grants on a grant-by-grant basis depending on the Exchanged Option Grant's per Share exercise price. If you participate in the offer with respect to an Eligible Option Grant, you will receive a New Award Grant covering such lesser number of Shares.

The following table shows the exchange ratios that will be applied to your Exchanged Option Grants to determine the number of New Awards subject to a New Award Grant you would receive pursuant to the offer (all dollar amounts in the table below are in U.S. dollars):

				Exchange Ratios	
				Number of Shares Subject to the Eligible Option Grant Exchanged for One RSU is:	Number of Shares Subject to the Eligible Option Grant Exchanged for a New Option Covering One Share is:
If the Per Share Exercise Price of an Eligible Option is:					
From:			To:		
\$	4.38	\$	4.99	2.56 to 1	1.32 to 1
\$	5.00	\$	5.99	2.65 to 1	1.33 to 1
\$	6.00	\$	6.99	2.70 to 1	1.40 to 1
\$	7.00	\$	7.99	2.94 to 1	1.51 to 1
\$	8.00	\$	8.99	3.50 to 1	1.90 to 1
\$	9.00	\$	9.99	3.60 to 1	2.00 to 1
\$	10.00	\$	10.99	3.70 to 1	2.20 to 1
\$	11.00	\$	11.99	3.81 to 1	2.50 to 1
\$	12.00	\$	12.99	*	*
\$	13.00	\$	13.99	6.18 to 1	3.19 to 1
\$	14.00	\$	14.99	6.68 to 1	3.45 to 1
\$	15.00	\$	15.99	7.00 to 1	3.63 to 1
\$	16.00	\$	16.99	7.13 to 1	3.70 to 1
\$	17.00	\$	17.99	7.22 to 1	3.90 to 1
\$	18.00	\$	18.99	7.77 to 1	4.01 to 1
\$	19.00	\$	19.99	7.84 to 1	4.10 to 1
\$	20.00	\$	20.99	7.90 to 1	4.19 to 1
\$	21.00	\$	21.99	7.95 to 1	4.22 to 1
\$	22.00	\$	22.99	*	*
\$	23.00	\$	23.99	8.00 to 1	4.25 to 1
\$	24.00	\$	24.99	*	*

If the Per Share Exercise Price of an Eligible Option is:				Exchange Ratios	
				Number of Shares Subject to the Eligible Option Grant Exchanged for One RSU is:	Number of Shares Subject to the Eligible Option Grant Exchanged for a New Option Covering One Share is:
From:		To:			
\$	25.00	\$	25.99	8.10 to 1	4.35 to 1
\$	26.00	\$	26.99	*	*
\$	27.00	\$	27.99	8.30 to 1	4.59 to 1
\$	28.00	\$	28.99	8.40 to 1	4.65 to 1
\$	29.00	\$	29.99	8.80 to 1	4.75 to 1
\$	30.00	\$	30.99	*	*
\$	31.00	\$	31.99	9.50 to 1	4.80 to 1
\$	32.00	\$	32.99	9.60 to 1	4.90 to 1
\$	33.00	\$	33.99	9.75 to 1	5.00 to 1
\$	34.00	\$	34.99	*	*
\$	35.00	\$	35.99	*	*
\$	36.00	\$	36.99	*	*
\$	37.00	\$	37.99	9.85 to 1	5.05 to 1
\$	38.00	\$	38.99	10.00 to 1	5.70 to 1
\$	39.00	\$	39.99	*	*
\$	40.00	\$	40.99	*	*
\$	41.00	\$	41.99	11.00 to 1	5.79 to 1
\$	42.00	\$	42.99	*	*
\$	43.00	\$	43.99	11.50 to 1	6.00 to 1
\$	44.00	\$	44.99	*	*
\$	45.00	\$	45.99	*	*
\$	46.00	\$	46.99	12.00 to 1	7.00 to 1
\$	47.00	\$	47.99	12.50 to 1	9.09 to 1

* Not applicable.

The exchange ratios apply to each of your Eligible Option Grants separately based on the per Share exercise price of each such Eligible Option Grant. This means that the various Eligible Option Grants you hold may be subject to different exchange ratios. An Eligible Option Grant that is surrendered pursuant to the offer will be cancelled and exchanged for a New Award Grant covering a lesser number of Shares than were subject to the corresponding Exchanged Option Grant immediately before it was cancelled in the offer equal to: (a) the number of Shares underlying the Exchanged Option Grant, divided by (b) the applicable exchange ratio, with any resulting fraction rounded up to the nearest whole Share, on a grant-by-grant basis.

Example 1

Assume that you are an Eligible Employee (other than an Eligible Executive or Eligible Canada Employee) and that you hold an Eligible Option Grant covering 3,000 Shares with an exercise price of US\$23.00 per Share. If you exchange this Eligible Option Grant pursuant to the offer, then on the New Award Grant Date you will receive a grant of RSUs (an “RSU Grant”) covering 375 Shares. This is equal to the 3,000 Shares subject to your Eligible Option Grant divided by 8.00 (the applicable exchange ratio for this Eligible Option Grant when exchanged for an RSU Grant).

Example 2

Assume that you are an Eligible Employee (other than an Eligible Executive or Eligible Canada Employee) and that you hold an Eligible Option Grant covering 2,000 Shares with an exercise price of US\$15.00 per Share. If you exchange this Eligible Option Grant pursuant to the offer, then on the New Award Grant Date you will receive an RSU Grant covering 286 Shares. This is equal to the 2,000 Eligible Options subject to your Eligible Option Grant divided by 7.00 (the applicable exchange ratio for this Eligible Option Grant when exchanged for a grant of New Options (a “New Option Grant”)), rounded up to the nearest whole Share.

Example 3

Assume that you are an Eligible Executive (other than an Eligible France Employee) and that you hold an Eligible Option Grant covering 1,000 Shares with an exercise price of US\$15.00 per Share. If you exchange this Eligible Option Grant pursuant to the offer, then on the New Award Grant Date you will receive a New Option Grant covering 276 Shares. This is equal to the 1,000 Eligible Options subject to your Eligible Option Grant divided by 3.63 (the applicable exchange ratio for this Eligible Option Grant when exchanged for a New Option Grant), rounded up to the nearest whole Share. Your New Options will have a per Share exercise price equal to the closing price of one Share of our common stock on Nasdaq on the New Award Grant Date.

Please also refer to Question and Answer 4 of the Offer to Exchange.

Q16. When will my New Awards vest?

A16. Each RSU will represent a right to receive one Share of common stock on a specified future date, and each New Option will represent a right to purchase one Share of common stock prior to such New Option’s termination date, if such New Award vests according to the following vesting schedule, but only if you remain an employee or service provider of Fluidigm or its subsidiaries through each relevant vesting date:

- None of the New Awards will be vested on the New Award Grant Date (even if the corresponding Eligible Option was fully or partially vested).

- RSUs will be scheduled to vest on Fluidigm's regularly scheduled quarterly vesting dates, which occur on February 20, May 20, August 20, and November 20 of each year (quarterly vesting date are referred to as "Quarterly Vesting Dates"). Other than RSUs granted to Eligible France Employees, one-twelfth (1/12) of your New Awards will be scheduled to vest on the first Quarterly Vesting Date occurring at least three months after the New Award Grant Date (referred to as the "First Quarterly Vesting Date") and on each Quarterly Vesting Date thereafter until the New Awards are fully vested. The First Quarterly Vesting Date is anticipated to be February 20, 2018 (unless the Offer Period is extended). The applicable vesting schedule will be set forth in your New Award agreement. This vesting schedule will be different for RSUs granted to Eligible France Employees. If you are an Eligible France Employee, please refer to Q36 for additional information.
- Even if the vesting schedule of the Exchanged Option Grant may have had a monthly vesting component, there will be no monthly vesting on the New Awards.
- Upon the termination of your service with us or our subsidiaries for any reason, any unvested part of your New Award Grant will be forfeited, and you will not be entitled to the Shares of common stock underlying the unvested portion of the New Award Grant.
- We will make minor modifications to the vesting schedule of any New Awards to eliminate fractional vesting (such that a whole number of Shares subject to the New Award will vest on each vesting date). As a result, subject to your continued service with Fluidigm or its subsidiaries through each relevant vesting date, (i) the number of Shares that vest on each vesting date will be rounded down to the nearest whole number of Shares as of the first vesting date on which a fractional Share otherwise will vest, and (ii) fractional Shares, if any, will be accumulated until the first vesting date on which the sum of the accumulated fractional Shares equals or exceeds one whole Share and will vest as an additional whole Share on such vesting date, with any fractional Share remaining thereafter accumulated again.
- To the extent that your Eligible Option Grant exchanged in the offer was subject to any performance-based vesting requirements or accelerated vesting upon certain qualifying terminations of employment or other events pursuant to an award agreement or other written agreement between you and Fluidigm, the corresponding New Award also will be subject to those terms and conditions to the same extent that the Eligible Option Grant was immediately before being cancelled in the offer; provided that the New Award will be subject to the terms of the 2011 Plan and not the terms of any other Plan under which the Eligible Options may have been granted, as well as an award agreement under the 2011 Plan (including any applicable country-specific sub-plans, appendices or addenda thereto). For purposes of clarity, if pursuant to the offer you exchange an Eligible Option Grant that is subject to the achievement of any performance-based vesting requirements, the New Award granted in exchange for the corresponding Eligible Option Grant will be subject to the same performance-based vesting requirements as the Eligible Option Grant and none of the adjustments described above with respect to the service-based vesting schedule will be applied to the performance-based vesting requirements. However, to the extent that any service-based vesting requirements applied to the performance-based Eligible Option Grant as of immediately before it was cancelled in the offer, those service-based vesting requirements will be adjusted to the new, service-based vesting schedule as described above.

Example

For illustrative purposes only, assume that an Eligible Employee, other than an Eligible Executive, who resides in and whose principal work location is in the U.S., holds, and timely elects to exchange in the offer, an Eligible Option Grant covering 10,000 Shares with a per Share exercise price of US\$23.00, and of which no Shares subject to the Eligible Option Grant have been exercised. Assume that the Eligible Option Grant is scheduled to vest on a monthly basis from the vesting start date over a period of four years. Assume also that the Expiration Date and New Award Grant Date occur on September 20, 2017, and accordingly, the Eligible Employee's Eligible Option Grant is cancelled on that date pursuant to the offer.

- In accordance with the exchange ratios described in Q15, in exchange for the Exchanged Option Grant, the Eligible Employee receives an RSU Grant covering 1,250 Shares.
- Subject to the Eligible Employee's continued service with Fluidigm or its subsidiaries through such date, the RSU Grant is scheduled to vest as follows:

Scheduled Vesting Date	Number of Shares Subject to RSU Grant Scheduled to Vest
February 20, 2018	104
May 20, 2018	104
August 20, 2018	104
November 20, 2018	104
February 20, 2019	104
May 20, 2019	105
August 20, 2019	104
November 20, 2019	104
February 20, 2020	104
May 20, 2020	104
August 20, 2020	104
November 20, 2020	105

Please also refer to Question and Answer 15 of the Offer to Exchange.

Q17. Will I have to pay taxes if I participate in the offer?

A17. If you participate in the offer and are a U.S. taxpayer, you generally will not be required under current U.S. law to recognize income for U.S. federal income tax purposes at the time of the exchange or the New Award Grant Date. However, with respect to RSUs, you normally will have taxable income when the Shares underlying your RSUs vest and are issued to you. If you are an employee of Fluidigm or its subsidiaries, Fluidigm (or its applicable subsidiary) also typically will have a tax withholding obligation at the time of vesting of the RSUs. You also may have a taxable capital gain when you sell the Shares issued to you pursuant to the RSUs. Note that the tax treatment of RSUs differs significantly from the tax treatment of your Eligible Options and, as a result of participating in the offer, your tax liability could be higher than if you had kept your Eligible Options. We will satisfy tax withholding obligations, if applicable, in accordance with the terms and conditions of our 2011 Plan and your award agreement between you and Fluidigm governing your RSU Grant, including any applicable country-specific sub-plans, appendices or addenda thereto, including, in Fluidigm's discretion, by requiring a cash payment rather than through the sale of Shares. With respect to New Options, you may have taxable income when you exercise your New Awards or when you sell any of your exercised Shares.

If you are a citizen or tax resident of a country other than the U.S., the tax consequences of participating in the offer may be different for you. Please refer to Schedules C through J of the Offer to Exchange for a description of certain income tax and social insurance contribution consequences and other tax or legal consequences that may apply to you.

Note that there are special rules with respect to New Awards granted to Eligible Employees subject to tax in Singapore who participate in the offer, as described further in Q37.

If you are an Eligible Employee, you should consult with your own tax adviser to determine the personal tax consequences to you of participating in the offer. If you are a citizen or a tax resident of, or otherwise are subject to the tax laws of, more than one country (including any country outside of the U.S. other than those countries for which a tax discussion is provided in Schedules C through J), you should be aware that there may be additional or different income tax and social insurance consequences that may apply to you. You should consult with your own tax adviser to discuss these consequences if you have transferred employment or service status and/or your residence between two or more tax jurisdictions. Please also refer to Question and Answer 28 of the Offer to Exchange.

Q18. When will my Exchanged Option Grants be cancelled?

A18. Your Exchanged Option Grants will be cancelled following the expiration of the offer on the same U.S. calendar day as the Expiration Date and the New Award Grant Date (such date is referred to as the "Cancellation Date"), which we expect will be September 20, 2017, unless the Offer Period is extended. Please also refer to Question and Answer 18 of the Offer to Exchange.

Q19. When will my New Award be granted and when will I receive my New Award?

A19. We will grant the New Awards on the New Award Grant Date. The New Award Grant Date will be the same U.S. calendar day as the Expiration Date and Cancellation Date. We expect the New Award Grant Date will be September 20, 2017. If the Expiration Date of the offer is extended, the New Award Grant Date similarly will be delayed. You will receive your New Award agreement under the 2011 Plan, including any applicable country-specific sub-plans, appendices or addenda thereto, promptly after the expiration of the offer.

If you receive RSUs in exchange for your Exchanged Option Grants, you will receive the Shares subject to the RSUs if and when your RSUs vest. If you receive New Options in exchange for your Exchanged Option Grants, you will receive the Shares subject to such New Option if and when they vest and are exercised. New Awards will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm under the 2011 Plan, including any applicable country-specific sub-plans, appendices or addenda thereto. Please also refer to Question and Answer 19 of the Offer to Exchange.

Q20. Once my Exchanged Option Grants are cancelled pursuant to the offer, is there anything I must do to receive the New Award?

A20. No. Once your Exchanged Option Grants have been cancelled, there is nothing that you must do to receive your New Award. In order to vest in the Shares subject to your New Award, you will need to remain an employee or service provider to Fluidigm or its subsidiaries through the applicable vesting dates, as described in Q16. Please also refer to Question and Answer 20 of the Offer to Exchange.

Q21. Do I need to exercise my New Awards in order to receive Shares?

A21. RSUs do not need to be exercised in order to receive Shares and you do not have to make any cash payment to Fluidigm to receive your RSUs or the Shares of common stock upon the vesting of your RSUs. If your RSUs vest in accordance with the vesting schedule set forth in your RSU award agreement, you automatically will receive the Shares subject to the RSUs promptly thereafter in accordance with the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder governing your RSU Grant, including any applicable country-specific sub-plans, appendices or addenda thereto (less any Shares, if applicable, used to satisfy any tax withholding). RSUs that do not vest will be forfeited to Fluidigm and you will receive no payment for them.

New Options must be exercised in order to receive Shares. You do not have to make any cash payment to Fluidigm to receive your New Options, but in order to exercise and purchase a Share of Fluidigm common stock subject to a New Option you receive, you will be required to pay the exercise price per Share of the New Option. If any of your New Options vest in accordance with the vesting schedule set forth in your New Option agreement, you may exercise such portion in accordance with the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder governing your New Option Grant, including any applicable country-specific sub-plans, appendices or addenda thereto. New Options that do not vest before they expire in accordance with their terms will be forfeited to Fluidigm and you will be unable to exercise them. Please also refer to Question and Answer 21 of the Offer to Exchange.

Q22. May I exchange Shares of Fluidigm common stock that I acquired upon a prior exercise of Fluidigm options?

A22. No. The offer relates only to certain outstanding options to purchase Fluidigm common stock. You may not exchange in the offer any common stock that you acquired upon a prior exercise of options. Please also refer to Question and Answer 22 of the Offer to Exchange.

Q23. How do I participate in the offer?

A23. If you are an Eligible Employee, at the start of the offer you will have received a launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer. For Eligible Employees other than Eligible France Employees and or Eligible Employees whose residence or principal work location is in Italy (an “Eligible Italy Employee”), if you want to participate in the offer, you must make an election via the process outlined below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017. The process outlined below is not applicable to Eligible France Employees and Eligible Italy Employees. If you are an Eligible France Employee or Eligible Italy Employee, please refer to Q34 below. If you do not want to participate, then no action is necessary.

Elections via the Offer Website (Other than Eligible France Employees and Eligible Italy Employees)

1. To submit an election via the offer website, click on the link to the offer website in the launch email you received from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, or go to the offer website at <https://fluidigm.equitybenefits.com>. Log in to the offer website using the login instructions provided to you in the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer (or if you previously logged into the offer website, your updated login credentials).
2. After logging in to the offer website, review the information and proceed through to the Make My Elections page. You will be provided with personalized information regarding each Eligible Option Grant you hold, including:
 - the grant date of the Eligible Option Grant;
 - the per Share exercise price of the Eligible Option Grant;

- the total, vested, and unvested numbers of underlying Shares subject to the Eligible Option Grant as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date);
- whether any New Awards granted to you in the offer would be RSUs or New Options; and
- the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.

You also can review your Eligible Option Grants in the “Breakeven Calculator,” which has been provided to you as a convenience for purposes of making limited mathematical calculations regarding the potential amount that could be received from an Eligible Option Grant or a New Award Grant to be granted pursuant to the offer if you choose to exchange an Eligible Option Grant. The Breakeven Calculator does not take into account all of the factors that you should consider in deciding whether to participate in the offer. For example, the Breakeven Calculator does not account for vesting. Note that you will be able to profit from a New Award only if it actually vests. Therefore, even if the Breakeven Calculator shows that the potential profit on a New Award Grant is greater than for an Eligible Option Grant at the assumed prices you enter, you would be able to profit from a New Award only if it actually vests. In addition, this Breakeven Calculator does not take into consideration the difference in taxation between RSUs and options or different types of options (such as incentive stock options versus nonstatutory stock options for U.S. tax purposes). Note further, that because of the rounding resulting from fractional Shares, the values shown could be higher or lower than the actual result.

Although Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), they can access their Eligible Option Grant schedule and the Breakeven Calculator via the offer website.

3. On the Make My Elections page, make the appropriate selection next to each of your Eligible Option Grants to indicate which Eligible Option Grants you choose to exchange in the offer by selecting “Yes” or choose not to exchange in the offer by selecting “No.”
4. Proceed through the offer website by following the instructions provided. Review your election form and confirm that you are satisfied with your election form. After reviewing, acknowledging and agreeing to the terms and conditions stated on the Submit My Elections page and in the offer documents, submit your election form. If you do not acknowledge and agree to the terms and conditions, you will not be permitted to submit your election.

5. Upon submitting your election form, a confirmation statement will be generated by the offer website. Please print and keep a copy of the confirmation statement for your records. At this point, you will have completed the election process.

Elections by Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer.
2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.

We must receive your properly completed and submitted election form on or before the Expiration Date. The Expiration Date will be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. We will not accept delivery of any election after expiration of the offer.

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may submit your election by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) by following the instructions provided above. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

Only election forms that are properly completed and submitted and actually received by Fluidigm on or before the Expiration Date via the offer website (other than Eligible France Employees and Eligible Italy Employees), via email (as a PDF) at stockoptionexchange@fluidigm.com, or via mail (or other post) or Federal Express (or similar delivery service) by Sarah Whaley, our Head of Total Rewards (Global) will be accepted. Election forms submitted by any other means, including hand delivery or interoffice delivery are not permitted. Please also refer to Question and Answer 2 of the Offer to Exchange.

Q24. After I've made an election, can I change my mind about which Eligible Option Grants I want to exchange, or withdraw from the offer completely?

A24. Yes. You may change your mind after you have submitted an election and withdraw some or all of your elected Eligible Option Grants from the offer at any time on or before the Expiration Date (the Expiration Date currently is expected to be September 20, 2017, at 9:00 p.m., U.S. Pacific Time). If we extend the Expiration Date, you may change or withdraw your election at any time until the extended offer expires. For Eligible Employees other than Eligible France Employees and Eligible Italy Employees, please see Q25 below for the procedure regarding changing your election or withdrawing from the offer. The process outlined below is not applicable to Eligible France Employees and Eligible Italy Employees. If you are an Eligible France Employee or Eligible Italy Employee, please refer to Q34 below.

You may elect to exchange additional Eligible Option Grants, fewer Eligible Option Grants, all of your Eligible Option Grants or none of your Eligible Option Grants. You may change your mind as many times as you wish, but you will be bound by the properly submitted election form we receive last on or before the Expiration Date. Please be sure that any completed and new election form you submit includes all of the Eligible Options with respect to which you want to accept the offer and is clearly dated after any of your previously-submitted election forms. Please also refer to Question and Answer 33 of the Offer to Exchange.

Q25. How do I change my election and add or withdraw some or all of my Eligible Option Grants?

A25. To change an election you previously made with respect to some or all of your Eligible Option Grants, including an election to withdraw all of your Eligible Option Grants from the offer, you must deliver a valid new election form indicating only the Eligible Option Grants you wish to exchange in the offer or a valid new election form indicating that you reject the offer with respect to all of your Eligible Options, by completing the election process outlined below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017. If you are an Eligible France Employee or Eligible Italy Employee, please refer to Q34 below.

Election Changes and Withdrawals via the Offer Website (Other than Eligible France Employees and Eligible Italy Employees)

1. Log in to the offer website using your login credentials and via the link provided in the launch email you received from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer, or go to the offer website at <https://fluidigm.equitybenefits.com>.

2. After logging in to the offer website, review the information and proceed through to the Make My Elections page, where you will find personalized information regarding each Eligible Option Grant you hold, including:
 - the grant date of the Eligible Option Grant;
 - the per Share exercise price of the Eligible Option Grant;
 - the total, vested, and unvested numbers of underlying Shares as of September 20, 2017 (assuming vesting in accordance with the applicable vesting schedule, and no exercise or early termination occurs, through such date);
 - whether any New Awards granted to you in the offer would be RSUs or New Options; and
 - the number of Shares subject to the New Award Grant that would be granted in exchange for the Eligible Option Grant.
3. On the Make My Elections page, make the appropriate selection next to each of your Eligible Option Grants to indicate which Eligible Option Grants you choose to exchange in the offer by selecting “Yes” or choose not to exchange in the offer by selecting “No.”
4. Proceed through the offer website by following the instructions provided. Review your election form and confirm that you are satisfied with your election form. After reviewing, acknowledging and agreeing to the terms and conditions stated on the Submit My Elections page and in the offer documents, submit your election form. If you do not acknowledge and agree to the terms and conditions, you will not be permitted to submit your election.
5. Upon submitting your election form, a confirmation statement will be generated by the offer website. Please print and keep a copy of the confirmation statement for your records. At this point, you will have completed the process for changing your previous election or withdrawing from participation in the offer.

Election Changes and Withdrawals via Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer.

2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.

We must receive your properly completed and submitted election form on or before the Expiration Date. The Expiration Date will be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. We will not accept delivery of any election after expiration of the offer.

Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). With respect to all other Eligible Employees, we prefer that you submit your election form electronically via the offer website. However, if you choose not to use the offer website process or if you want to use the offer website but you do not have access to the offer website for any reason, if you are unable to submit your election via the offer website as a result of technical failures of the offer website, such as the offer website being unavailable or the offer website not accepting your election, you may submit your election change by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service) by following the instructions provided above. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. Please also refer to Question and Answer 34 of the Offer to Exchange.

Q26. What if I withdraw my election and then decide that I do want to participate in the offer?

- A26. If you have withdrawn your election to participate with respect to some or all of your Eligible Option Grants and then again decide to participate in the offer, you may reelect to participate by submitting a new, properly completed election form in accordance with the procedures described in Q25 above. Please also refer to Question and Answer 35 of the Offer to Exchange.

Q27. Will I be required to give up all of my rights under the Exchanged Option Grants?

- A27. Yes. Once we have accepted your Exchanged Option Grants, your Exchanged Option Grants will be cancelled and you no longer will have any rights under those options. We intend to cancel all Exchanged Option Grants on the Cancellation Date. We expect that the Cancellation Date will be September 20, 2017. Please also refer to Question and Answer 23 of the Offer to Exchange.

Q28. For U.S. tax purposes, if I hold incentive stock options, will my New Options be incentive stock options?

A28. If you participate in the offer and are an Eligible Executive or Eligible Canada Employee, you will receive New Options. All other Eligible Employees who participate in the offer will receive RSUs in exchange for Exchanged Option Grants. New Options will not be incentive stock options for purposes of U.S. tax law. Please read the tax discussion in Sections 14 and 15 of the Offer to Exchange and discuss the personal tax consequences of nonstatutory stock options with your financial, legal and/or tax advisers. Please also refer to Question and Answer 24 of the Offer to Exchange.

Q29. Will the terms and conditions of my New Awards be the same as my Exchanged Option Grants?

A29. RSUs are a different type of equity award from options. Therefore, if you are issued RSUs, the terms and conditions of your RSUs necessarily will be different from your Exchanged Option Grants. RSUs granted in connection with the offer will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto.

If you are issued New Options, many of the terms and conditions of your New Options will remain the same, but certain key terms and conditions of your New Options will vary from the terms and conditions of your Exchanged Option Grants. Your New Options will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm thereunder, including any applicable country-specific sub-plans, appendices or addenda thereto. Your New Options will have a per Share exercise price equal to the closing price of a Share of common stock on Nasdaq on the New Award Grant Date (except in some cases for Eligible France Employees, as discussed in Q35 below) and will have a new vesting schedule. The maximum term of your New Options will be ten years from the New Award Grant Date (except in some cases for Eligible France Employees, as discussed in Q35 below).

The vesting of any RSUs or New Options will differ significantly from the corresponding Exchanged Option Grant, as described in Q16. Among other things, no New Awards will be scheduled to vest prior to the First Quarterly Vesting Date, even if the applicable Exchanged Option Grant previously was partially or fully vested. You will not have any of the rights or privileges of a stockholder of Fluidigm as to the Shares associated with your New Awards until you are issued the Shares. Shares subject to the New Awards will be issued if and when the applicable portion of the New Award Grant vests and, with respect to New Option Grants, after you have exercised such portion. Once you have been issued the Shares of common stock, you will have all of the rights and privileges of a stockholder with respect to those Shares, including the right to vote and to receive dividends, if any.

The tax treatment of the RSUs will differ significantly from the tax treatment of your Eligible Options. Please see the Offer to Exchange, including Schedules C through J, for further details. Please also refer to Question and Answer 25 of the Offer to Exchange.

Q30. Will I receive a New Award agreement?

A30. Yes. All New Awards will be granted under, and subject to, the terms and conditions of our 2011 Plan and an award agreement between you and Fluidigm under the 2011 Plan, including any applicable country-specific sub-plans, appendices or addenda thereto. The forms of New Award agreements under the 2011 Plan and applicable sub-plans, appendices, or addenda thereto are filed as exhibits to the Schedule TO with which the Offer to Exchange has been filed and are available on the SEC website at www.sec.gov. In addition, a copy of the 2011 Plan is available on the SEC website at www.sec.gov. Please also refer to Question and Answer 30 of the Offer to Exchange.

Q31. If you extend or change the offer, how will you notify me?

A31. If we extend or change the offer, we will issue a press release, email or other form of communication disclosing the extension or change no later than 6:00 a.m., U.S. Pacific Time, on the next U.S. business day following the previously scheduled Expiration Date or the date on which we change the offer, as applicable. Please also refer to Question and Answer 32 of the Offer to Exchange.

Q32. Whom can I contact if I have questions about the offer, or if I need additional copies of the offer documents?

A32. You should direct questions about the offer and requests for printed copies of the Offer to Exchange and the other offer documents to Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544. Please also refer to Question and Answer 29 of the Offer to Exchange.

ADDITIONAL INFORMATION APPLICABLE TO ELIGIBLE CANADA EMPLOYEES

Q33. Why will Eligible Canada Employees receive New Options rather than RSUs?

A33. As noted above, Eligible Canada Employees who participate in the offer will receive New Options rather than RSUs. This is in order to avoid unintended, unfavorable tax consequences under the Income Tax Act (Canada), which generally does not provide a tax-free exchange of stock options for RSUs. (See Schedule C to the Offer to Exchange.) The same exchange ratios described in Q15 and vesting schedule described in Q16 above will apply to Exchanged Option Grants. Please also refer to Question and Answer 9 of the Offer to Exchange.

ADDITIONAL INFORMATION APPLICABLE TO ELIGIBLE FRANCE EMPLOYEES AND ELIGIBLE ITALY EMPLOYEES

Q34. As an Eligible France Employee or Eligible Italy Employee, how do I participate in the offer?

A34. Due to applicable requirements under local law, Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service). If you want to participate in the offer, you must make an election via the process outlined below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017.

Although Eligible France Employees and Eligible Italy Employees may submit elections only by email (as a PDF), mail (or other post) or Federal Express (or similar delivery service), they can access their Eligible Option Grant schedule and the Breakeven Calculator via the offer website. The “Breakeven Calculator” has been provided to you as a convenience for purposes of making limited mathematical calculations regarding the potential amount that could be received from an Eligible Option Grant or a New Award Grant to be granted pursuant to the offer if you choose to exchange an Eligible Option Grant. The Breakeven Calculator does not take into account all of the factors that you should consider in deciding whether to participate in the offer. For example, the Breakeven Calculator does not account for vesting. Note that you will be able to profit from a New Award only if it actually vests. Therefore, even if the Breakeven Calculator shows that the potential profit on a New Award Grant is greater than for an Eligible Option Grant at the assumed prices you enter, you would be able to profit from a New Award only if it actually vests. In addition, this Breakeven Calculator does not take into consideration the difference in taxation between RSUs and options or different types of options (such as incentive stock options versus nonstatutory stock options for U.S. tax purposes). Note further, that because of the rounding resulting from fractional Shares, the values shown could be higher or lower than the actual result.

Election Changes and Withdrawals via Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer.
2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.

We must receive your properly completed and submitted election form on or before the Expiration Date. The Expiration Date will be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. We will not accept delivery of any election after expiration of the offer. To obtain a paper election form, please contact Varaprasad Gedipudi by email at stockoptionexchange@fluidigm.com or by phone at +1-408-582-4544.

To change an election you previously made with respect to some or all of your Eligible Option Grants, including an election to withdraw all of your Eligible Option Grants from the offer, you must deliver a valid new election form indicating only the Eligible Option Grants you wish to exchange in the offer or a valid new election form indicating that you reject the offer with respect to all of your Eligible Options, by completing the election process outlined below on or before the Expiration Date, currently expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017.

Election Changes and Withdrawals via Email (as a PDF), Mail (or Other Post) or Federal Express (or Similar Delivery Service) (Must Be Used by Eligible France Employees and Eligible Italy Employees)

1. Print the election form attached to the launch email from FluidigmExchange@equitybenefits.com, dated August 23, 2017, announcing the offer.
2. Properly complete the election form, and submit your election form by email (as a PDF) to stockoptionexchange@fluidigm.com, or by mail (or other post) or Federal Express (or similar delivery service) to Sarah Whaley, Head of Total Rewards (Global), Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., no later than the Expiration Date, which currently is expected to be 9:00 p.m., U.S. Pacific Time, on September 20, 2017, unless we extend the offer. For clarity, your signature must be provided on the paper election form after it is printed and, with respect to any election forms to be submitted via email, scanned as a PDF thereafter. Fluidigm will not accept any other method of signature, such as electronic signatures contained in the PDF of the election form or a printout of an electronic version of your signature on the election form.

Please also refer to Questions and Answers 2 and 34 of the Offer to Exchange.

ADDITIONAL INFORMATION APPLICABLE TO ELIGIBLE FRANCE EMPLOYEES

Q35. As an Eligible France Employee, if I receive New Options in exchange for Exchanged Option Grants, what will be the exercise price of my New Options?

A35. Due to local laws for satisfying certain tax qualification requirements in France, it is possible that New Options granted to any Eligible France Employee may have a per Share exercise price greater than such closing price of a Share on the New Award Grant Date. New Options granted to Eligible France Employees will have a per Share exercise price equal to the greater of: (i) the closing price of a Share of our common stock on Nasdaq on the New Award Grant Date, or (ii) 80% of the average of the closing prices of a Share of our common stock on Nasdaq during the 20 days of quotation immediately before the New Award Grant Date.

The maximum term of your New Options will be nine and one-half years as specified in the applicable country-specific sub-plan under the 2011 Plan. Please also refer to Question and Answer 10 of the Offer to Exchange.

Q36. As an Eligible France Employee, if I receive New Awards in the offer, what will be the vesting schedule of my New Awards?

A36. With respect to New Options granted to Eligible France Employees, those New Options will vest as described in Q16 above.

With respect to RSUs granted to Eligible France Employees, one-third (1/3) of the RSUs will be scheduled to vest on the first Quarterly Vesting Date that occurs at least one (1) year after the New Award Grant Date and one-twelfth (1/12) of the RSUs will be scheduled to vest on each Quarterly Vesting Date thereafter until the New Awards are fully vested. The first such Quarterly Vesting Date is anticipated to be November 20, 2018 (unless the Offer Period is extended). The applicable vesting schedule will be set forth in the RSU agreement.

Example

For illustrative purposes only, assume that an Eligible France Employee, other than an Eligible Executive, holds and timely elects to exchange in the offer, an Eligible Option Grant covering 10,000 Shares with a per Share exercise price of US\$23.00, and of which no Shares subject to the Eligible Option Grant have been exercised. Assume that the Eligible Option Grant is scheduled to vest on a monthly basis from the vesting start date over a period of four years. Assume also that the Expiration Date, Cancellation Date, and New Award Grant Date occur on September 20, 2017, and accordingly, the Eligible France Employee's Eligible Option Grant is cancelled on that date pursuant to the offer.

- In accordance with the exchange ratios described in Q15 above, in exchange for the Exchanged Option Grant, the Eligible France Employee receives an RSU Grant covering 1,250 Shares.

- Subject to the Eligible France Employee's continued service with Fluidigm or its subsidiaries through such date, the RSU Grant is scheduled to vest as follows:

Scheduled Vesting Date	Number of Shares Subject to RSU Grant Scheduled to Vest
November 20, 2018	416
February 20, 2019	104
May 20, 2019	105
August 20, 2019	104
November 20, 2019	104
February 20, 2020	104
May 20, 2020	104
August 20, 2020	104
November 20, 2020	105

Please also refer to Question and Answer 15 of the Offer to Exchange.

ADDITIONAL INFORMATION APPLICABLE TO ELIGIBLE EMPLOYEES SUBJECT TO TAX IN SINGAPORE

Q37. As an Eligible Employee subject to tax in Singapore, should I consider any other additional tax information with respect to the offer?

A37. Note that there are special rules with respect to New Awards granted to Eligible Employees subject to tax in Singapore who participate in the offer. Fluidigm is seeking a tax ruling from the IRAS to confirm the exchange of Eligible Options for New Awards for Eligible Employees subject to tax in Singapore is a tax-neutral event and no taxes are due as of the moment that Eligible Options are cancelled and New Awards are granted. We expect to receive such ruling.

- If a favorable ruling is received from the IRAS prior to the expiration date, you will not be subject to tax when New Awards are granted and instead, RSUs will be subject to taxation when they vest and New Options will be subject to taxation when exercised. As of the date of the offer, we have applied for but have not obtained such ruling and we cannot guarantee that Fluidigm will receive a favorable tax ruling.
- In the event that a favorable tax ruling from the IRAS is not obtained by the expiration of the offer, the tax treatment of your New Awards will be governed by the results of the pending tax ruling from the IRAS once received. Although we do not expect to receive an unfavorable ruling, in the event of an unfavorable tax ruling, you likely will be subject to tax on your New Awards at the time of the exchange. In such event, it will be your responsibility to pay any applicable taxes directly to the tax authorities.

For more information, see Schedule I to the Offer to Exchange. Please also refer to Question and Answer 28 of the Offer to Exchange.

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FLUIDIGM CORPORATION
2011 EQUITY INCENTIVE PLAN
NOTICE OF GRANT OF STOCK OPTION

Unless otherwise defined herein, the terms defined in the Fluidigm Corporation 2011 Equity Incentive Plan (the "Plan") will have the same defined meanings in this Notice of Grant of Stock Option (the "Notice of Grant") and Terms and Conditions of Stock Option Grant, attached hereto as Exhibit A (together, the "Agreement").

Participant: _____

Participant has been granted an Option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Agreement, as follows:

Grant Number _____

Date of Grant _____

Vesting Commencement Date _____

Number of Shares Granted _____

Exercise Price per Share _____

Type of Option Incentive Stock Option _____

Nonstatutory Stock Option _____

Term/Expiration Date _____

Vesting Schedule:

Subject to accelerated vesting as set forth below or in the Plan, this Option will be exercisable, in whole or in part, in accordance with the following schedule:

[Subject to optionee's continuing to be a "Service Provider" (as defined in the 2011 Equity Incentive Plan), _____] of the Shares subject to the Option will vest on the _____ monthly anniversary of the Vesting Commencement Date, and one forty-eighth (1/48th) of the Shares subject to the Option will vest each month thereafter on the same day of the month as the Vesting Commencement Date (and if there is no corresponding day, on the last day of the month), subject to Participant continuing to be a Service Provider through each such date.]

Termination Period:

This Option will be exercisable for [three (3) months] after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability, in which case this Option will be exercisable for [twelve (12) months] after Participant ceases to be a Service Provider. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Term/Expiration Date as provided above and may be subject to earlier termination as provided in Section 13(c) of the Plan.

By Participant's signature and the signature of the Company's representative below, Participant and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and this Agreement. Participant has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of the Plan and Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT

FLUIDIGM CORPORATION

By _____

Title

EXHIBIT A

TERMS AND CONDITIONS OF STOCK OPTION GRANT

1. Grant of Option. The Company hereby grants to the Participant named in the Notice of Grant ("Participant") an option (the "Option") to purchase the number of Shares, as set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the "Exercise Price"), subject to all of the terms and conditions in this Agreement and the Plan, which is incorporated herein by reference. Subject to Section 18(c) of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan will prevail.

If designated in the Notice of Grant as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an ISO under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). However, if this Option is intended to be an Incentive Stock Option, to the extent that it exceeds the \$100,000 rule of Code Section 422(d) it will be treated as a Nonstatutory Stock Option ("NSO"). Further, if for any reason this Option (or portion thereof) will not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event will the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

2. Vesting Schedule. Except as provided in Section 3, the Option awarded by this Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Shares scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

3. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, such Option will be considered as having vested as of the date specified by the Administrator.

4. Exercise of Option.

(a) Right to Exercise. This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Agreement.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice, in the form attached as Exhibit B (the "Exercise Notice") or in a manner and pursuant to such procedures as the Administrator may determine, which will state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice will be completed by Participant and delivered to the Company. The Exercise Notice will be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares together with any applicable tax withholding. This Option will be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price.

5. Method of Payment. Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant:

- (a) cash;
- (b) check;
- (c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(d) surrender of other Shares which have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares, provided that accepting such Shares, in the sole discretion of the Administrator, will not result in any adverse accounting consequences to the Company.

6. Tax Obligations.

(a) Withholding of Taxes. Notwithstanding any contrary provision of this Agreement, no certificate representing the Shares will be issued to Participant, unless and until satisfactory arrangements (as determined by the Administrator) will have been made by Participant with respect to the payment of income, employment and other taxes which the Company determines must be withheld with respect to such Shares. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any tax withholding obligations by reducing the number of Shares otherwise deliverable to Participant. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time of the Option exercise, Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such withholding amounts are not delivered at the time of exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Grant Date, or (ii) the date one (1) year after the date of exercise, Participant will immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

(c) Code Section 409A. Under Code Section 409A, an option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per Share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the Fair Market Value of a Share on the date of grant (a "Discount Option") may be considered "deferred compensation." A Discount Option may result in (i) income recognition by Participant prior to the exercise of the option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The Discount Option may also result in additional state income, penalty and interest charges to the Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the Fair Market Value of a Share on the Date of Grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the Fair Market Value of a Share on the date of grant, Participant will be solely responsible for Participant's costs related to such a determination.

7. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

8. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

9. Address for Notices. Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080, or at such other address as the Company may hereafter designate in writing.

10. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant.

11. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

12. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority. Assuming such compliance, for income tax purposes the Exercised Shares will be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares.

13. Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern. Capitalized terms used and not defined in this Agreement will have the meaning set forth in the Plan.

14. Administrator Authority. The Administrator will have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

15. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to Options awarded under the Plan or future options that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

16. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

17. Agreement Severable. In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

18. Modifications to the Agreement. This Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection to this Option.

19. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Option under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

20. Governing Law. This Agreement will be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, and agree that such litigation will be conducted in the courts of San Francisco County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this Option is made and/or to be performed.

EXHIBIT B

FLUIDIGM CORPORATION
2011 EQUITY INCENTIVE PLAN
EXERCISE NOTICE

Fluidigm Corporation
7000 Shoreline Court, Suite 100
South San Francisco, CA 94080

Attention: Stock Plan Administrator

1. **Exercise of Option.** Effective as of today, _____, _____, the undersigned ("Purchaser") hereby elects to purchase _____ shares (the "Shares") of the Common Stock of Fluidigm Corporation (the "Company") under and pursuant to the 2011 Equity Incentive Plan (the "Plan") and the Stock Option Agreement dated _____ (the "Agreement"). The purchase price for the Shares will be \$ _____, as required by the Agreement.

2. **Delivery of Payment.** Purchaser herewith delivers to the Company the full purchase price of the Shares and any required tax withholding to be paid in connection with the exercise of the Option.

3. **Representations of Purchaser.** Purchaser acknowledges that Purchaser has received, read and understood the Plan and the Agreement and agrees to abide by and be bound by their terms and conditions.

4. **Rights as Stockholder.** Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the Shares, no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to the Option, notwithstanding the exercise of the Option. The Shares so acquired will be issued to Purchaser as soon as practicable after exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance, except as provided in Section 13 of the Plan.

5. **Tax Consultation.** Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

6. **Entire Agreement; Governing Law.** The Plan and Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to the subject matter hereof, and may not be modified adversely to the Purchaser's interest except by means of a writing signed by the Company and Purchaser. This agreement is governed by the internal substantive laws, but not the choice of law rules, of California.

Submitted by:

PURCHASER

Address:

Accepted by:

FLUIDIGM CORPORATION

By

Its

Date Received

FLUIDIGM CORPORATION
2011 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT
(FOR U.S. PARTICIPANTS)

Unless otherwise defined herein, the terms defined in the Fluidigm Corporation 2011 Equity Incentive Plan (the "Plan") will have the same defined meanings in this Restricted Stock Unit Award Agreement (the "Award Agreement").

NOTICE OF RESTRICTED STOCK UNIT GRANT

Participant Name:

You have been granted the right to receive an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number _____

Date of Grant _____

Vesting Commencement Date _____

Number of Restricted Stock Units _____

Vesting Schedule:

Subject to any acceleration provisions contained in the Plan or set forth below, the Restricted Stock Units will vest in accordance with the following schedule:

[[_____] of the total number of Shares underlying the Restricted Stock Units granted will vest on [_____], [_____] and [_____] of the total number of Shares underlying the Restricted Stock Units granted will vest every [_____] months thereafter until fully vested; provided, however, that if a vesting date would otherwise fall on a day when the national stock exchange upon which the Shares are listed is not open for trading, vesting will occur on the first trading day thereafter. Vesting in all instances is subject to the Participant's continuous status as a Service Provider through the relevant vesting date.]

In the event Participant ceases to be a Service Provider for any or no reason before Participant vests in the Restricted Stock Units, the Restricted Stock Units and Participant's right to acquire any Shares hereunder will immediately terminate.

By Participant's signature and the signature of the representative of Fluidigm Corporation (the "Company") below, Participant and the Company agree that this Award of Restricted Stock Units is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Restricted Stock Unit Grant, attached hereto as Exhibit A, all of which are made a part of this document. **By accepting this Award, Participant expressly consents to the sale of Shares (or the withholding of Shares in the case of Section 16 Officers (as defined in Exhibit A) to cover the Tax Withholding Obligations (and any associated broker or other fees) and agrees and acknowledges that Participant may not satisfy them by any means other than the method set forth in Section 7 of the Terms and Conditions of Restricted Stock Unit Grant, unless required to do so by the Administrator or pursuant to the Administrator's express written consent.** Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and this Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and this Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT:

FLUIDIGM CORPORATION

Signature

By

Print Name

Title

EXHIBIT A

**TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT GRANT
(FOR PARTICIPANTS IN THE U.S.)**

1. Grant. The Company hereby grants to the individual named in the Notice of Grant attached as Part I of this Award Agreement (the “Participant”) under the Plan an Award of Restricted Stock Units, subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 18 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan will prevail.

2. Company’s Obligation to Pay. Each Restricted Stock Unit represents the right to receive a Share on the date it vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in Section 3, Participant will have no right to payment of any such Restricted Stock Units. Prior to actual payment of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Any Restricted Stock Units that vest in accordance with Sections 3 or 4 will be paid to Participant (or in the event of Participant’s death, to his or her estate) in whole Shares, subject to satisfaction of any applicable tax obligations as set forth in Section 7. Subject to the provisions of Section 4, such vested Restricted Stock Units will be paid in Shares as soon as practicable after vesting, but in each such case within the period ending no later than the date that is two and one-half (2½) months from the end of the Company’s tax year that includes the vesting date.

3. Vesting Schedule. Except as provided in Section 4, and subject to Section 5, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Restricted Stock Units scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

4. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator.

Notwithstanding anything in the Plan or this Award Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with Participant’s termination as a Service Provider (provided that such termination is a “separation from service” within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) Participant is a “specified employee” within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following Participant’s termination as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6) months and one (1) day following the date of Participant’s termination as a Service Provider, unless the Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in Shares to the Participant’s estate as soon as practicable following his or her death. It is the intent of this Award Agreement to comply with the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. For purposes of this Award Agreement, “Section 409A” means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

5. Forfeiture upon Termination of Status as a Service Provider. Notwithstanding any contrary provision of this Award Agreement, the balance of the Restricted Stock Units that have not vested as of the time of Participant's termination as a Service Provider for any or no reason and Participant's right to acquire any Shares hereunder will immediately terminate.

6. Death of Participant. Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. Tax Withholding.

(a) Default Method of Tax Withholding for Non-Section 16 Officer. If Participant is not a Section 16 Officer (as defined in subsection (b) below), the minimum federal, state, and local and foreign income, social insurance, payroll, employment and any other applicable taxes which the Company determines must be withheld with respect to this Award ("Tax Withholding Obligation") with respect to this Award will be satisfied by Shares being sold on Participant's behalf at the prevailing market price pursuant to such procedures as the Company may specify from time to time, including through a broker-assisted arrangement (it being understood that the Shares to be sold must have vested pursuant to the terms of this Agreement and the Plan). The proceeds from the sale will be used to satisfy Participant's Tax Withholding Obligation (and any associated broker or other fees) arising with respect to this Award. Only whole Shares will be sold to satisfy any Tax Withholding Obligation. Any proceeds from the sale of Shares in excess of the Tax Withholding Obligation (and any associated broker or other fees) will be paid to Participant in accordance with procedures the Company may specify from time to time. **By accepting this Award, Participant expressly consents to the sale of Shares to cover the Tax Withholding Obligations (and any associated broker or other fees) and agrees and acknowledges that Participant may not satisfy them by any means other than such sale of Shares, unless required to do so by the Administrator or pursuant to the Administrator's express written consent.**

(b) Default Method of Tax Withholding for Section 16 Officer. In the event Participant is an employee of the Company or its Parent or Subsidiary who is subject to Section 16 of the Securities Exchange Act of 1934, as amended (a "Section 16 Officer"), the Tax Withholding Obligation will be satisfied by the Company (or the employing or retaining Parent or Subsidiary) withholding from the number of Shares otherwise deliverable under this Award of Restricted Stock Units a number of Shares sufficient to pay such Tax Withholding Obligation; provided, however, that the Shares to be withheld must have vested pursuant to the terms of this Award Agreement and the Plan. No fractional Shares will be retained to satisfy any portion of the Tax Withholding Obligation. Accordingly, if any withholding is done through the withholding of Shares, Participant will pay to the Company (or the employing or retaining Parent or Subsidiary) an amount in cash sufficient to satisfy the remaining Tax Withholding Obligation due and payable as a result of the Company not retaining fractional Shares. Should the Company be unable to procure such cash amounts from Participant, Participant agrees and acknowledges that Participant is giving the Company (or the employing or retaining Parent or Subsidiary) permission to withhold from Participant's paycheck(s) an amount equal to the remaining Tax Withholding Obligation due and payable as a result of the Company not retaining fractional Shares.

(c) Administrator Discretion. If the Administrator determines that Participant cannot satisfy Participant's Tax Withholding Obligation through the default procedure described in clauses (a) or (b), as applicable, it may permit Participant to satisfy Participant's Tax Withholding Obligation by (A) delivering to the Company Shares that Participant owns and that have vested with a Fair Market Value equal to the amount required to be withheld, (B) electing to have the Company withhold otherwise deliverable Shares having a value equal to the minimum amount statutorily required to be withheld, (C) payment by Participant in cash, or (D) such other means as the Administrator deems appropriate.

(d) Company's Obligation to Deliver Shares. For clarification purposes, in no event will the Company issue Participant any Shares unless and until arrangements satisfactory to the Administrator have been made for the payment of Participant's Tax Withholding Obligation. If Participant fails to do so by the time they become due, Participant will permanently forfeit Participant's Restricted Stock Units to which Participant's Tax Withholding Obligation relates, as well as any right to receive Shares otherwise issuable pursuant to those Restricted Stock Units.

8. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

9. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

10. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080, or at such other address as the Company may hereafter designate in writing.

11. Grant is Not Transferable. Except to the limited extent provided in Section 6, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

12. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

13. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. Where the Company determines that the delivery of the payment of any Shares will violate federal securities laws or other applicable laws, the Company will defer delivery until the earliest date at which the Company reasonably anticipates that the delivery of Shares will no longer cause such violation. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.

14. Plan Governs. This Award Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or more provisions of the Plan, the provisions of the Plan will govern. Capitalized terms used and not defined in this Award Agreement will have the meaning set forth in the Plan.

15. Administrator Authority. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

16. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to Restricted Stock Units awarded under the Plan or future Restricted Stock Units that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

17. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

18. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

19. Modifications to the Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection to this Award of Restricted Stock Units.

20. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

21. Governing Law. This Award Agreement will be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Award of Restricted Stock Units or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, and agree that such litigation will be conducted in the courts of San Francisco County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this Award of Restricted Stock Units is made and/or to be performed.

* * *

**RULES OF THE
FLUIDIGM CORPORATION
2011 EQUITY INCENTIVE PLAN
FOR RESTRICTED STOCK UNIT AWARDS GRANTED TO
FRENCH PARTICIPANTS**

1. Introduction.

(a) The Board of Directors (the “Board”) of Fluidigm Corporation (the “Company”) has established the 2011 Equity Incentive Plan, which was last amended and approved by the Company’s stockholders on August 1, 2017 (the “U.S. Plan”), for the benefit of certain eligible persons, including employees of the Company and its Subsidiaries, including its Subsidiaries in France (each, a “French Entity”), of which the Company holds directly or indirectly at least 10% of the share capital.

(b) Section 4(b)(viii) of the U.S. Plan authorizes the Board or a committee of the Board (the “Committee”) to prescribe, amend and rescind rules and regulations relating to sub-plans established for the purpose of qualifying for favorable tax treatment under applicable foreign laws.

(c) The Committee has determined that it is advisable to establish specific rules for the purpose of permitting Restricted Stock Units granted to employees of a French Entity to qualify for the specific tax and social security treatment available for such grants in France. The Committee, therefore, intends to establish a sub-plan of the U.S. Plan for the purpose of granting Restricted Stock Units that qualify for the specific tax and social security treatment in France applicable to shares granted for no consideration under Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended (the “French-Qualified RSUs”), to qualifying employees of a French Entity who are residents in France for French tax purposes and/or subject to the French social security regime (the “French Participants”).

(d) The terms of the U.S. Plan applicable to Restricted Stock Units and Performance Units, as set out in Appendix 1 hereto, will, subject to the limitations in the following rules, be incorporated into this document and together constitute the Rules of the Fluidigm Corporation 2011 Equity Incentive Plan for Restricted Stock Unit Awards Granted to French Participants (this “French Sub-Plan for RSUs”).

(e) Under this French Sub-Plan for RSUs, French Participants will be granted Restricted Stock Units only as defined in Section 2(d) hereunder. The provisions of the U.S. Plan permitting the grant of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock and Performance Shares are not applicable to grants made under this French Sub-Plan for RSUs.

2. Definitions.

Capitalized terms not otherwise defined herein shall have the meaning set forth in the U.S. Plan. In addition, the terms set forth below shall have the following meanings for purposes of grants made under this French Sub-Plan for RSUs:

(a) The term “Award Agreement” shall mean the written or electronic agreement, contract or other instrument or document evidencing the French-Qualified RSUs and setting forth the applicable terms and conditions. In connection with the foregoing, the Award Agreement may, but need not, be executed or acknowledged by the Company and/or the French Participant.

(b) The term “Closed Period” which includes and applies to companies whose shares are listed on a regulated exchange market, will, in relation to French-Qualified RSUs, mean, as set forth in Section L. 225-197-1 of the French Commercial Code, as amended:

(i) ten quotation days preceding and three quotation days following the disclosure to the public of the consolidated financial statements or the annual statements of the Company; or

(ii) any period during which the corporate management of the Company possesses confidential information which could, if disclosed to the public, significantly impact the quotation price of the Shares, until ten quotation days after the day such information is disclosed to the public.

If the French Commercial Code is amended after adoption of this French Sub-Plan for RSUs to modify the definition and/or the applicability of the Closed Periods to French-Qualified RSUs, such amendments shall become applicable to any French-Qualified RSUs granted under this French Sub-Plan for RSUs, to the extent required or permitted by French law.

(c) The term “Disability” means disability as defined under categories 2 and 3 of Section L. 341-4 of the French Social Security Code, as amended, and subject to the fulfillment of related conditions.

(d) The term “Restricted Stock Units” or “RSUs” shall mean a Restricted Stock Unit Award under the U.S. Plan, pursuant to which the Company will issue to the French Participant on or shortly after the Vesting Date, as defined below, at no consideration, one Share for each Restricted Stock Unit granted to the French Participant. Dividend and voting rights will not apply until the issuance of Shares at the time of vesting of the Restricted Stock Units. French-Qualified RSUs may not be settled in cash.

(e) The term “Vesting Date” shall mean the date on which the French Participants are entitled to receive the Shares underlying the French-Qualified RSUs. The Committee or Board may provide in the applicable award agreement that Shares underlying the French-Qualified RSUs will be issued only on a date occurring after the Vesting Date.

3. Eligibility to Participate.

(a) Subject to Section 3(c) below, any French Participant who, on the date of grant and to the extent required under French law, is either employed under the terms and conditions of an employment contract ("*contrat de travail*") with a French Entity or who is a corporate officer of a French Entity (subject to Section 3(b) below), shall be eligible to receive, at the discretion of the Committee or Board, French-Qualified RSUs under this French Sub-Plan for RSUs provided he or she also satisfies the eligibility conditions of the U.S. Plan.

(b) French-Qualified RSUs may not be issued to corporate officers of a French Entity, other than the managing corporate officers (i.e., *Président du Conseil d'Administration, Directeur Général, Directeur Général Délégué, Membre du Directoire, Gérant de Sociétés par actions*), unless the corporate officer is employed by a French Entity, as defined by French law and is otherwise eligible to receive RSUs under the U.S. Plan. The Committee, in its discretion and in accordance with French law, may impose additional restrictions on the vesting of French-Qualified RSUs and on the holding and sale of Shares issued at vesting of French-Qualified RSUs granted to a French Participant who qualifies as a managing corporate officer of the Company as defined under French law (i.e., "*mandataires sociaux*" as set forth above).

(c) French-Qualified RSUs may not be issued under this French Sub-Plan for RSUs to employees or corporate officers owning more than ten percent (10%) of the Company's share capital or to individuals other than employees and corporate officers of a French Entity. Grants of French-Qualified RSUs under this French Sub-Plan for RSUs shall not result in any French Participant owning more than ten percent (10%) of the Company's share capital.

(d) The aggregate number of Shares underlying French-Qualified RSUs shall not exceed 10% of the Company's share capital.

4. Conditions of the French-Qualified RSUs.

(a) Vesting of French-Qualified RSUs. The first Vesting Date of the French-Qualified RSUs shall not occur prior to the expiration of the minimum mandatory vesting period applicable to French-Qualified RSUs under Section L. 225-197-1 of the French Commercial Code, as amended, the relevant sections of the French Tax Code or the French Social Security Code, as amended. However, notwithstanding the above, in the event of the death or Disability of a French Participant, all of his or her outstanding French-Qualified RSUs may vest and the Shares underlying the French-Qualified RSUs shall become issuable as set forth in Section 5 of this French Sub-Plan for RSUs.

(b) Holding of Shares of Common Stock. The Shares issued upon vesting of the French-Qualified RSUs granted to French Participants may be subject to a minimum mandatory holding period pursuant to Section L. 225-197-1 of the French Commercial Code, as amended, or the relevant sections of the French Tax Code and French Social Security Code, as amended, to benefit from the specific French tax and social security regime, even if the French Participant is no longer an employee or corporate officer of a French Entity, the Company or any other affiliate.

In addition to this restriction upon the sale or transfer of Shares issued to French Participants, the Shares may not be sold or transferred during a Closed Period, so long as Closed Periods are applicable to Shares underlying French-Qualified RSUs.

(c) French Participant's Account. The Shares issued to a French Participant pursuant to French-Qualified RSUs shall be recorded in the name of the French Participant in an account with the Company, a broker, or in such other manner as the Company may otherwise determine to ensure compliance with applicable law, including any required holding periods.

5. Death and Disability.

In the event of termination of a French Participant's status as a French Participant due to death, all French-Qualified RSUs held by the French Participant at the time of his or her death (whether vested or unvested at the time of death) shall immediately become transferable to the French Participant's heirs. The Company shall issue the underlying Shares to the French Participant's heirs only if the heirs request such issuance within six months following the death of the French Participant. If Shares are not requested by the heirs within such six-month period, any outstanding French-Qualified RSUs will be forfeited. The French Participant's heirs shall not be subject to the minimum mandatory holding period set forth in Section 4(b) of this French Sub-Plan, if any.

If a French Participant ceases to be employed by the Company or a French Entity by reason of his or her Disability, any French-Qualified RSUs then outstanding but not previously vested, may vest and become non-forfeitable immediately and such French-Qualified RSUs, together with any then outstanding French-Qualified RSUs that previously vested, will be settled as promptly as practicable. The French Participant shall not be subject to the minimum mandatory holding period set forth in Section 4(b) above, if any.

6. Adjustments and Change in Capital Structure.

In the event of adjustments, dissolution, liquidation or a Change in Control asset forth in Sections 2(f) and 13 of the U.S. Plan, adjustments to the terms and conditions of the French-Qualified RSUs or underlying Shares may be made only in accordance with the U.S. Plan and pursuant to applicable French legal and tax rules.

Nevertheless, the Committee or Board, at its discretion, may determine to make adjustments in the case of a transaction for which adjustments are not authorized under French law, in which case, the RSUs may no longer qualify as French-Qualified RSUs.

Assumption or substitution of the Restricted Stock Units in the case of a corporate transaction as well as an acceleration of vesting or the holding period, if any, or any other mechanism implemented upon a corporate transaction, or in any other event, may result in the Restricted Stock Units no longer being eligible for the specific French tax and social security treatment.

7. Disqualification of French-Qualified RSUs.

If the terms and conditions of the outstanding French-Qualified RSUs are modified or adjusted due to any requirements under the applicable laws of incorporation of the Company, or by decision of the Company's stockholders, the Board or the Committee, the Restricted Stock Units or underlying Shares may no longer qualify for the specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended.

If the Restricted Stock Units or underlying Shares no longer qualify for the specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended, the Board or Committee may, in its sole discretion, determine to lift, shorten or terminate certain restrictions applicable to the vesting or to the transfer of the Shares underlying the Restricted Stock Units which had been imposed under this French Sub-Plan for RSUs and/or in the Award Agreement delivered to the French Participant in order to achieve the specific tax treatment for French-Qualified RSUs.

In the event that any Restricted Stock Units or underlying Shares no longer qualify for the specific tax treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended, the holder of such Restricted Stock Units shall be ultimately responsible for all taxes and/or social security contributions that he or she is required to pay in connection with such Restricted Stock Units or underlying Shares.

8. Employment Rights.

The adoption of this French Sub-Plan for RSUs shall not confer upon the French Participants or any employee of a French Entity, any employment rights and shall not be construed as a part of any employment contract that a French Entity has with its employees or create any employment relationship with the Company.

9. Non-Transferability.

Except in the case of death and Disability, the French-Qualified RSUs shall not be assigned or transferred to any third party. In addition, the French-Qualified RSUs may vest only for the benefit of the French Participant during his or her lifetime.

10. Interpretations.

It is intended that Restricted Stock Units granted under this French Sub-Plan for RSUs shall qualify for the specific tax and social security treatment applicable to Restricted Stock Units granted under Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended, and in accordance with the relevant provisions set forth by French tax and social security laws. The terms of this French Sub-Plan for RSUs shall be interpreted accordingly and in accordance with the relevant guidelines published by French tax and social security administrations and subject to the fulfilment of legal, tax and reporting obligations, if applicable. However, certain corporate transactions, certain modifications or changes may impact the qualification of the Restricted Stock Units and underlying Shares for the specific regime in France.

11. Amendments.

Subject to the terms of the U.S. Plan, the Board and the Committee reserve the right to amend or terminate this French Sub-Plan for RSUs at any time in accordance with applicable French law.

12. Effective Date and Term of the French Sub-Plan.

Grants can only be made pursuant to this French Sub-Plan for RSUs following the date of stockholder approval of the amended U.S. Plan, which was obtained on August 1, 2017. This French Sub-Plan for RSUs is adopted by the Committee on August 14, 2017, and will be effective as of such date.

Appendix 1

Fluidigm Corporation 2011 Equity Incentive Plan

**RULES OF THE
FLUIDIGM CORPORATION
2011 EQUITY INCENTIVE PLAN
FOR OPTIONS GRANTED TO
FRENCH PARTICIPANTS**

1. Introduction.

(a) The Board of Directors (the “Board”) of Fluidigm Corporation (the “Company”) has established the 2011 Equity Incentive Plan, which was last amended and approved by the Company’s stockholders on August 1, 2017 (the “U.S. Plan”), for the benefit of certain eligible persons, including employees of the Company and its subsidiaries, including its subsidiaries in France (each, a “French Entity”), of which the Company holds directly or indirectly at least 10% of the share capital.

(b) Section 4(b)(viii) of the U.S. Plan authorizes the Board or a committee of the Board (the “Committee”) to prescribe, amend and rescind rules and regulations relating to sub-plans established for the purpose of qualifying for favorable tax treatment under applicable foreign laws.

(c) The Committee has determined that it is advisable to establish specific rules for the purpose of permitting Options granted to employees of a French Entity to qualify for the specific tax and social security treatment available for such grants in France. The Committee, therefore, intends to establish a sub-plan of the U.S. Plan for the purpose of granting Options that qualify for the specific tax and social security treatment in France applicable to shares granted for no consideration under Sections L. 225-177 to L. 225-186-1 of the French Commercial Code, as amended (the “French-Qualified Options”), to qualifying employees of a French Entity who are residents in France for French tax purposes and/or subject to the French social security regime (the “French Participants”).

(d) The terms of the U.S. Plan applicable to Options, as set out in Appendix 1 hereto, will, subject to the limitations in the following rules, be incorporated into this document and together constitute the Rules of the Fluidigm Corporation 2011 Equity Incentive Plan for Options Granted to French Participants (this “French Sub-Plan for Options”).

(e) Under this French Sub-Plan for Options, French Participants will be granted Options only as defined in Section 2(f) hereunder. The provisions of the U.S. Plan permitting the grant of Stock Appreciation Rights, Restricted Stock, Performance Units and Performance Shares are not applicable to grants made under this French Sub-Plan for Options.

2. Definitions.

Capitalized terms not otherwise defined herein shall have the meaning set forth in the U.S. Plan. In addition, the terms set forth below shall have the following meanings for purposes of grants made under this French Sub-Plan for Options:

(a) The term “Closed Period” shall mean a closed period as set forth in Section L. 225-177 of the French Commercial Code, as amended, which is as follows:

- (i) before the end of a period of 20 trading days following the issuance of a coupon granting the right to receive dividends or to purchase Shares;
- (ii) within a period of 10 trading days before and after the disclosure to the public of the Company’s consolidated financial statements or the annual statements;
- (iii) from the date that the corporate management of the Company becomes aware of information that could, if it were disclosed to the public, have a material effect on the quotation price of its stock, until 10 trading days after the day such information is disclosed to the public.

If, after adoption of this French Sub-Plan for Options, the French Commercial Code is amended to modify the definition and/or applicability of the Closed Periods to French-qualified Options, such amendments shall become applicable to any French-Qualified Options granted under this French Sub-Plan for Options to the extent required under French law.

(b) The term “Effective Grant Date” shall mean the date on which the condition precedent of the expiration of a Closed Period applicable to the French-Qualified Option, if any, is satisfied, which is the first day after any Closed Period. Such condition precedent shall be satisfied when the Board, Committee or other authorized corporate body shall determine that the granting of French-Qualified Options is no longer prevented under a Closed Period. If the Date of Grant does not occur within a Closed Period, the “Effective Grant Date” shall be the same day as the Date of Grant without any need for Board or Committee action.

(c) The term “Exercise Price” means the price at which a French Participant may purchase the Shares issuable upon exercise of an Option.

(d) The term “Date of Grant” shall be the date on which the Committee both:

- (i) designates the French Participant; and
- (ii) specifies the terms and conditions of the French-Qualified Option including the number of Shares and the method for determining the Exercise Price.

(e) The term “Disability” means disability as defined under categories 2 and 3 of Section L. 341-4 of the French Social Security Code, as amended, and subject to the fulfillment of related conditions.

(f) “Options” means a right granted under the U.S. Plan to purchase a number of Shares at such Exercise Price, at such times and on such other terms and conditions as are specified in the relevant agreement or other documents evidencing the award (“Option Agreement”). Options shall include both:

- (i) purchase stock options (rights to acquire Shares repurchased by the Company prior to the date on which the Option becomes exercisable); and
- (ii) subscription stock options (rights to subscribe for newly issued Shares).

3. Eligibility to Participate.

(a) Subject to Section 3(b) below, any French Participant who, on the Date of Grant and to the extent required under French law, is either employed under the terms and conditions of an employment contract ("*contrat de travail*") with a French Entity or who is a corporate officer of a French Entity (subject to Section 3(b) below), shall be eligible to receive, at the discretion of the Committee, French-Qualified Options under this French Sub-Plan for Options provided he or she also satisfies the eligibility conditions of the U.S. Plan.

(b) French-Qualified Options may not be issued to corporate officers of a French Entity, other than the managing directors ("*mandataires sociaux*," i.e., *Président du Conseil d'Administration, Directeur Général, Directeur Général Délégué, Membre du Directoire, Gérant de Sociétés par actions*), unless the corporate officer is an employee of a French Entity as defined by French law and is otherwise eligible to receive Options under the U.S. Plan.

(c) French-Qualified Options may not be issued under this French Sub-Plan for Options to employees or corporate officers owning more than ten percent (10%) of the Company's share capital or to individuals other than employees and corporate officers of a French Entity. Grants of French-Qualified Options under this French Sub-Plan for Options shall not result in any French Participant owning more than ten percent (10%) of the Company's share capital.

(d) The aggregate number of Shares underlying French-Qualified Options shall not exceed 10% of the Company's share capital.

4. Conditions of the French-Qualified Options.

(a) Notwithstanding any provision in the U.S. Plan to the contrary, the conditions of the Options granted under this French Sub-Plan for Options shall not be modified after the Date of Grant, except as provided under Section 7 of this French Sub-Plan for Options or except as otherwise authorized under French law.

(b) The Options will vest and become exercisable pursuant to the terms and conditions set forth in the U.S. Plan, this French Sub-Plan for Options and the respective Option agreement delivered to each French Participant (the "Option Agreement").

(c) To the extent required for French-Qualified Options granted by the Company, a specific holding period for the shares or a restriction on the exercise of the Options shall be imposed for French Participants who qualify as a managing director under French law ("*mandataires sociaux*") as defined in Section 3(b) above, in the applicable Option Agreement.

(d) The method for determining the Exercise Price for the Option shall be fixed by the Board or the Committee on the Date of Grant. The Exercise Price shall be stated in the award agreement or other grant materials distributed to employees. If the French-Qualified Option is considered as granted on the Effective Grant Date, the Exercise Price will be determined in accordance with the method for determining the Exercise Price set forth by the Committee or the Board on the Date of Grant. In no event shall the Exercise Price be less than the greatest of:

- (i) with respect to purchase stock options: the higher of either 80% of the average of the closing price of the Shares during the 20 days of quotation immediately preceding the Effective Grant Date or 80% of the average of the purchase price paid for such Shares by the Company;
- (ii) with respect to subscription stock options: 80% of the average of the closing price of such Shares during the 20 days of quotation immediately preceding the Effective Grant Date; and
- (iii) 100% of the Fair Market Value per Share as defined under the U.S. Plan, as determined on the Effective Grant Date.

5. **Exercise of a French-Qualified Option**

(a) At the time a French-Qualified Option is granted, the Board or the Committee shall fix the period within which the Option vests and may be exercised and shall determine any conditions that must be satisfied before the Option may be exercised. Specifically, the Board or Committee may provide for a holding period measured from the Date of Grant for the vesting or exercise of the Option or for the sale of shares acquired pursuant to the exercise of an Option, designed to obtain the specific tax and social security treatment pursuant to Section 80 bis of the French Tax Code. Such holding period on the vesting or exercise of French-Qualified Options or on the sale of shares shall be set forth in the Option Agreement. Any restriction on the sale of shares shall be limited to a period of three years after the exercise of the French-Qualified Option.

(b) Upon exercise of a French-Qualified Option, the full Exercise Price and any required withholding tax and/or social security contributions shall be paid by the French Participant as set forth in the Option Agreement. Under a cashless exercise program, the French Participant may give irrevocable instructions to a stockbroker to properly deliver the Exercise Price to the Company. No delivery, surrendering or attesting to the ownership of previously owned shares having a fair market value on the date of delivery equal to the aggregate Exercise Price of the shares may be used to pay the Exercise Price.

(c) If a French Participant dies, his or her French-Qualified Options shall thereafter be immediately vested and exercisable in full under the conditions set forth by Section 8 of this French Sub-Plan for Options.

(d) If a French Participant is terminated or ceases to be employed by the Company or any Subsidiary of the Company, French-Qualified Options will be exercisable according to the provisions of the Option Agreement.

(e) Shares acquired upon exercise of a French-Qualified Option shall be recorded in the name of the French Participant (except in the event of death of the French Participant) and held, at the discretion of the Company, either (1) by the Company, (2) by a transfer agent designated by the Company, (3) in an account in the name of the French Participant with a broker designated by the Company, or (4) in such manner as the Company may otherwise determine in order to ensure compliance with French law.

6. Non-transferability of Options.

Notwithstanding any provision in the U.S. Plan to the contrary and except in the case of death, Options granted under this French Sub-Plan for Options cannot be transferred or surrendered to any third party. In addition, the Options granted under this French Sub-Plan for Options are only exercisable by the French Participant during his or her lifetime.

7. Adjustments Upon Changes in Control, Dissolution, Merger or Asset Sale.

Adjustments of the French-Qualified Options issued hereunder shall be made to preclude the dilution or enlargement of benefits under the Option in the event of a transaction by the Company listed under Section L. 225-181 of the French Commercial Code, as amended, and in case of a repurchase of shares by the Company if the price is higher than the stock quotation price in the open market, and according to the provisions of Section L. 228-99 of the French Commercial Code, as amended, as well as according to specific decrees. Nevertheless, the Board or Committee, at its discretion, may determine to make adjustments in the case of a transaction for which adjustments are not authorized under French law, in which case the Options may no longer qualify for the French specific tax and social security treatment under French law.

8. Death and Disability.

In the event of the death of a French Participant prior to termination of employment, all French-Qualified Options shall become immediately vested and exercisable and may be exercised in full by his or her heirs, the legal representative of his or her estate or by the legatee of the French-Qualified Options under his or her last will, for the six-month period following the date of the French Participant's death. In the event of death of a French Participant after termination of employment but prior to the expiration of the French-Qualified Options, all French-Qualified Options which were vested as of the date of termination of employment may be exercised in full by his or her heirs, the legal representative of his or her estate or by the legatee of the French-Qualified Options under his or her last will, for the six-month period following the date of the French Participant's death. Any French-Qualified Option that remains unexercised shall expire six months following the date of the French Participant's death. The six-month exercise period will apply without regard to the term of the French-Qualified Option as described in Section 11 of this French Sub-Plan for Options.

If a French Participant ceases to be employed by the Company or a French Entity by reason of his or her Disability, any French-Qualified Options then outstanding but not previously vested, may vest and become non-forfeitable immediately. The French Participant shall not be subject to any holding periods as described in Section 3(b) of this French Sub-Plan for Options.

9. Closed Periods.

Notwithstanding any provisions in the U.S. Plan to the contrary and since Shares are traded on a regulated market, French-Qualified Options shall not be granted during a Closed Period to the extent such Closed Periods are applicable to French-Qualified Options granted by the Company.

10. Disqualification of French-Qualified Options.

In the event changes are made to the terms and conditions of the French-Qualified Options due to any requirements under the applicable laws of incorporation of the Company, or by decision of the Company's shareholders, the Board or the Committee, the Options may no longer qualify for the specific French tax and social security regime. If the Options no longer qualify for the specific French tax and social security regime, the Board or Committee may, in its sole discretion, determine to lift, shorten or terminate certain restrictions applicable to the vesting of the Options or the exercisability of the Options which may have been imposed under this French Sub-Plan for Options or in the Option Agreement delivered to the French Participant.

11. Term of French-Qualified Options.

The term of Options granted pursuant to this French Sub-Plan for Options shall be nine and one-half (9 ½) years from the Date of Grant or such shorter term as the Committee or Board may provide for, unless it is extended pursuant to the death provisions in Section 8.

12. Interpretation.

It is intended that Options granted under this French Sub-Plan for Options shall qualify for the specific tax and social security treatment applicable to Options granted under Sections L. 225-177 to L. 225-186-1 of the French Commercial Code, as amended, and in accordance with the relevant provisions set forth by French tax law and the French tax administration. The terms of this French Sub-Plan for Options shall be interpreted accordingly and in accordance with the relevant provisions set forth by French tax and social security laws and relevant guidelines published by French tax and social security administrations and subject to the fulfilment of certain legal, tax and reporting obligations. However, certain corporate transactions may impact the qualification of the Options.

13. Employment Rights.

The adoption of this French Sub-Plan for Options shall not confer upon the French Participant, or any employees of a French Entity, any employment rights and shall not be construed as part of any employment contracts that a French Entity has with its employees.

14. Amendments.

Subject to the terms of the U.S. Plan, the Board and Committee reserve the right to amend or terminate this French Sub-Plan for Options at any time in accordance with applicable French law.

15. Adoption.

This French Sub-Plan for Options, as amended, was adopted by a meeting of the Compensation Committee of the Board of Directors of the Company on August 14, 2017 and became effective on such date.

Appendix 1

Fluidigm Corporation 2011 Equity Incentive Plan

**UK SUB-PLAN TO THE
FLUIDIGM CORPORATION
2011 EQUITY INCENTIVE PLAN**

1. Purposes of the Plan. The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide additional incentive to Employees, and
- to promote the success of the Company's business.

The Plan permits the grant of Unapproved Options and Restricted Stock Units.

2. Definitions. As used herein, the following definitions will apply:

(a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the

Plan.

(b) "Applicable Laws" means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

(c) "Award" means, individually or collectively, a grant under the Plan of Options or Restricted Stock Units.

(d) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(e) "Board" means the Board of Directors of the Company.

(f) "Change in Control" means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection (i), the acquisition of additional stock by any one Person, who is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change in Control; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the state of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder shall include such section or regulation, any valid regulation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(h) “Committee” means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board in accordance with Section 4 hereof.

(i) “Common Stock” means the common stock of the Company.

(j) “Company” means Fluidigm Corporation, a Delaware corporation, or any successor thereto.

(k) “Data” means certain personal information about the Participant, including, but not limited to, name, home address and telephone number, date of birth, social insurance number, salary, nationality, job title, any stock, units or directorships held in the Company, details of all options or other entitlement to shares awarded, cancelled, exercised, vested, unvested, or outstanding in the Participant’s favour.

(l) “Data Recipients” means third parties assisting the Company in the implementation, administration, and management of the Plan.

(m) “Director” means a member of the Board.

(n) “Disability” means total and permanent disability as defined in Section 22(e)(3) of the Code, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(o) “Employee” means any person, including Officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director’s fee by the Company will be sufficient to constitute “employment” by the Company.

(p) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(q) “Exchange Program” means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have higher or lower exercise prices and different terms), Awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is increased or reduced. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(r) “Fair Market Value” means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(iii) For purposes of any Awards granted on the Registration Date, the Fair Market Value will be the initial price to the public as set forth in the final prospectus included within the registration statement in Form S-1 filed with the Securities and Exchange Commission for the initial public offering of the Company's Common Stock; or

(iv) In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

(s) "Fiscal Year" means the fiscal year of the Company.

(t) "Grant Date" means the date of grant of the Option as specified in the relevant Stock Option Agreement.

(u) "Inside Director" means a Director who is an Employee.

(v) "ITEPA" means the Income Tax (Earnings and Pensions) Act 2003.

(w) "Joint Election" means an election (in such terms and such form as provided in paragraphs 3A and 3B of Schedule 1 to the Social Security Contributions and Benefits Act 1992), which has been approved by HM Revenue & Customs for the transfer of the whole or any liability of the secondary contributor for any Secondary NIC Liability.

(x) "Officer" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(y) "Option" means a stock option granted pursuant to the Plan.

(z) "Option Tax Liability" means any liability or obligation of the Company and/or any related company or Subsidiary to account for income tax (under Pay As You Earn) or any other taxation provisions and primary class 1 National Insurance Contributions in the United Kingdom to the extent arising from the grant, exercise, assignment, release, cancellation or any other disposal of an Option or arising out of the acquisition, retention and disposal of the Shares acquired under this Plan.

(aa) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(bb) "Participant" means the holder of an outstanding Award.

- (cc) “Personal Representative” means the personal representative(s) of a Participant (being either the executors of his will or if he dies intestate the duly appointed administrator(s) of his estate) who have provided to the Board evidence of their appointment as such.
- (dd) “Plan” means this UK Sub-Plan to the Fluidigm Corporation 2011 Equity Incentive Plan.
- (ee) “Registration Date” means the effective date of the first registration statement that is filed by the Company and declared effective pursuant to Section 12(g) of the Exchange Act, with respect to any class of the Company’s securities.
- (ff) “Restricted Stock Unit” means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 7. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.
- (gg) “Restricted Stock Unit Tax Liability” means any liability or obligation of the Company and/or any related company or Subsidiary to account for income tax (under Pay As You Earn) or any other taxation provisions and primary class 1 National Insurance Contributions in the United Kingdom to the extent arising from the grant, vesting, exercise, assignment, release, cancellation or any other disposal of Restricted Stock Unit or arising out of the vesting, acquisition, retention and disposal of the Shares acquired under this Plan.
- (hh) “Rule 16b-3” means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.
- (ii) “Secondary NIC Liability” means any liability to employer's Class 1 National Insurance Contributions to the extent arising from the grant, exercise, release or cancellation of an Option or a Restricted Stock Unit or arising out of the acquisition, retention and disposal of the Shares acquired pursuant to an Option or a Restricted Stock Unit.
- (jj) “Section 16(b)” means Section 16(b) of the Exchange Act.
- (kk) “Section 431 Election” means an election made under section 431 of the Income Tax (Earnings and Pensions) Act 2003.
- (ll) “Service Provider” means an Employee or Director.
- (mm) “Share” means a share of the Common Stock, as adjusted in accordance with Section 10 of the Plan.
- (nn) “Subsidiary” means a “subsidiary corporation”, whether now or hereafter existing, as defined in Section 424(f) of the Code.
- (oo) “Taxable Event” means any occasion on which an Option Tax Liability, Restricted Stock Unit Tax Liability or Secondary NIC Liability arises in connection with an Option or any award of Stock under it or in connection with a Restricted Stock Unit.

(pp) "UK Subsidiary," means a Subsidiary of the Company which is incorporated in the UK.

(qq) "Unapproved Option" means an option over shares in the Company that is neither an HM Revenue & Customs approved Company Share Option Plan nor an EMI Option.

3. Stock Subject to the Plan.

(a) Stock Subject to the Plan. Subject to the provisions of Section 10 of the Plan, the maximum aggregate number of Shares that may be issued under the Plan is 1,250,000 Shares, plus (i) any Shares that, as of the Registration Date, have been reserved but not issued pursuant to any awards granted under the Fluidigm Corporation 1999 Stock Option Plan and the Fluidigm Corporation 2009 Equity Incentive Plan (the "Existing Plans") and are not subject to any awards granted thereunder, and (ii) any Shares subject to stock options or similar awards granted under the Existing Plans that expire or otherwise terminate without having been exercised in full and Shares issued pursuant to awards granted under the Existing Plans that are forfeited to or repurchased by the Company, with the maximum number of Shares to be added to the Plan pursuant to clauses (i) and (ii) equal to 3,022,096 Shares. The Shares may be authorized, but unissued, or reacquired Common Stock.

(b) Automatic Share Reserve Increase. The number of Shares available for issuance under the Plan will be increased on the first day of each Fiscal Year beginning with the 2012 Fiscal Year, in an amount equal to the least of (i) 1,000,000 Shares, (ii) 4% of the outstanding Shares on the last day of the immediately preceding Fiscal Year or (iii) such number of Shares determined by the Board.

(c) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an Exchange Program, or, with respect to Restricted Stock Units, is forfeited to or repurchased by the Company due to failure to vest, the unpurchased Shares (or for Awards other than Options the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if Shares issued pursuant to Awards of Restricted Stock Units are repurchased by the Company or are forfeited to the Company, such Shares will become available for future grant under the Plan. Shares used to pay the exercise price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan.

(d) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) Section 162(m). To the extent that the Administrator determines it to be desirable to qualify Awards granted hereunder as “performance-based compensation” within the meaning of Section 162(m) of the Code, the Plan will be administered by a Committee of two (2) or more “outside directors” within the meaning of Section 162(m) of the Code.

(iii) Rule 16b-3. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder will be structured to satisfy the requirements for exemption under Rule 16b-3.

(iv) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which committee will be constituted to satisfy Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

- (i) to determine the Fair Market Value;
- (ii) to select the Service Providers to whom Awards may be granted hereunder;
- (iii) to determine the number of Shares to be covered by each Award granted hereunder;
- (iv) to approve forms of Award Agreements for use under the Plan;
- (v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;
- (vi) to determine the terms and conditions of any, and to institute any Exchange Program;
- (vii) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(ix) to modify or amend each Award (subject to Section 15 of the Plan), including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards and to extend the maximum term of an Option;

(x) to allow Participants to satisfy withholding tax obligations in such manner as prescribed in Section 14 of the Plan;

(xi) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xii) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant under an Award; and

(xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Unapproved Options and Restricted Stock Units may be granted to Service Providers.

6. Stock Options.

(a) Limitations. Each Option will be designated in the Award Agreement as an Unapproved Option.

(b) Term of Option. The term of each Option will be stated in the Award Agreement.

(c) Option Exercise Price and Consideration.

(i) Exercise Price. The per share exercise price for the Shares to be issued pursuant to exercise of an Option will be determined by the Administrator, subject to the following:

(1) In the case of an Unapproved Option, the per Share exercise price will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(2) Notwithstanding the foregoing, Options may be granted with a per Share exercise price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code.

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. Such consideration may consist entirely of: (1) cash; (2) cheque; (5) consideration received by the Company under a broker-assisted (or other) cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; or (8) any combination of the foregoing methods of payment.

(d) Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option (together with a signed Section 431 Election and signed Joint Election), and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable withholding taxes, Option Tax Liability and Secondary NIC Liability). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan.

Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for three (3) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for twelve (12) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised following the Participant's death within such period of time as is specified in the Award Agreement (being not less than twelve (12) months) to the extent that the Option is vested on the date of death (but in no event may the option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's Personal Representative. In the absence of a specified time in the Award Agreement, the Option will remain exercisable for twelve (12) months following Participant's death. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

7. Restricted Stock Units.

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. After the Administrator determines that it will grant Restricted Stock Units under the Plan, it will advise the Participant in an Award Agreement of the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment), or any other basis determined by the Administrator in its discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as determined by the Administrator (subject to the Company receiving a signed Section 431 Election and signed Joint Election together with any Restricted Stock Unit Tax Liability and Secondary NIC Liability). Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may only settle earned Restricted Stock Units in Shares.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

8. Leaves of Absence/Transfer Between Locations. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary.

9. Transferability of Awards. Unless determined otherwise by the Administrator, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than on Participant's death to Participant's Personal Representative and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award will contain such additional terms and conditions as the Administrator deems appropriate.

10. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award, and the numerical Share limits in Section 3 of the Plan.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Change in Control. In the event of a merger or Change in Control, each outstanding Award will be treated as the Administrator determines, including, without limitation, that each Award be assumed or an equivalent option or right substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. The Administrator will not be required to treat all Awards similarly in the transaction.

In the event that the successor corporation does not assume or substitute for the Award, the Participant will fully vest in and have the right to exercise all of his or her outstanding Options, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if an Option is not assumed or substituted in the event of a Change in Control, the Administrator will notify the Participant in writing or electronically that the Option will be exercisable for a period of time determined by the Administrator in its sole discretion, and the Option will terminate upon the expiration of such period.

For the purposes of this subsection (c), an Award will be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) received in the Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or upon the payout of a Restricted Stock Unit, for each Share subject to such Award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the Change in Control.

Notwithstanding anything in this Section 10(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

11. Tax.

(a) Withholding Obligations. In the event that the Company or any Subsidiary determines that it is required to account to HM Revenue & Customs for any Option Tax Liability, Restricted Stock Unit Tax Liability or Secondary NIC Liability (under the Stock Option Agreement or Restricted Stock Unit Award Agreement) arising from the grant, vesting, exercise, assignment, release, cancellation or any other disposal of an Award, or arising out of the vesting, acquisition, retention and disposal of the shares acquired pursuant to an Award, the Participant, as a condition to the issue of shares in connection with the exercise an Award, or on the grant, vesting, assignment, release or cancellation of an Award, shall make such arrangements satisfactory to the Company to enable it or any Subsidiary to satisfy any requirement to account for any Option Tax Liability or Restricted Stock Unit Tax Liability (and, if applicable, any Secondary NIC Liability) that may arise in connection with the Award or the award of Shares pursuant to it including, but not limited to, arrangements satisfactory to the Company for withholding Stock that would otherwise be issued pursuant to the Stock Option Agreement or Restricted Stock Unit Award Agreement to the Participant.

(b) Compliance With Code Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.

12. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, to the extent permitted by Applicable Laws.

13. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

14. Term of Plan. Subject to Section X of the Plan, the Plan will become effective upon the later to occur of (i) its adoption by the Board or (ii) immediately prior to the Registration Date. It will continue in effect for a term of ten (10) years from the date adopted by the Board, unless terminated earlier under Section 15 of the Plan. The Plan shall terminate automatically on the termination of the Fluidigm Corporation 2011 Equity Incentive Plan.

15. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.

(b) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

16. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

17. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

FLUIDIGM CORPORATION
2011 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT
(FOR PARTICIPANTS OUTSIDE THE U.S.)

Unless otherwise defined herein, the terms defined in the Fluidigm Corporation 2011 Equity Incentive Plan (the “**Plan**”) will have the same defined meanings in this Restricted Stock Unit Award Agreement for Participants Outside the U.S., including the Terms and Conditions of Restricted Stock Unit Grant, attached hereto as Exhibit A, and any special terms and conditions for Participant’s country set forth in the Addendum to the Restricted Stock Unit Award Agreement for Participants Outside the U.S. attached hereto as Exhibit B (collectively, the “**Award Agreement**”).

I. NOTICE OF RESTRICTED STOCK UNIT GRANT

Participant Name:

Address:

You have been granted the right to receive an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number

Date of Grant

Vesting Commencement Date

Total Number of
Restricted Stock Units

Vesting Schedule:

Subject to accelerated vesting as set forth below or in the Plan, the Restricted Stock Units will vest and become exercisable only if Participant remains a Service Provider through each applicable vesting date. The Restricted Stock Units will vest:

[Insert applicable vesting schedule]; provided, however, that if a vesting date would otherwise fall on a day when the NASDAQ Stock Market is not open for trading, vesting will occur on the first trading day thereafter. Vesting in all instances is subject to the recipient's continuous status as a Service Provider (as defined in the Fluidigm Corporation 2011 Equity Incentive Plan) through the relevant vesting date.

In the event Participant ceases to be a Service Provider for any or no reason before Participant vests in any Restricted Stock Unit, such Restricted Stock Units and Participant's right to acquire any Shares thereunder will immediately terminate.

By Participant's signature and the signature of the representative of Fluidigm Corporation (the "**Company**") below, Participant and the Company agree that this Award of Restricted Stock Units is granted under and governed by the terms and conditions of the Plan and this Award Agreement. **By accepting this Award, Participant expressly consents to the sale of Shares (or the withholding of Shares in the case of Section 16 Officers (as defined in Exhibit A) to cover the Tax Withholding Obligations (and any associated broker or other fees) and agrees and acknowledges that Participant may not satisfy them by any means other than the method set forth in Section 7 of the Terms and Conditions of Restricted Stock Unit Grant, unless required to do so by the Administrator or pursuant to the Administrator's express written consent.** Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and this Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and this Award Agreement. Participant agrees that this award of Restricted Stock Units is purely discretionary, that this award of Restricted Stock Units does not create any rights to future awards and that this award of Restricted Stock Units is a one-time event. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT:

FLUIDIGM CORPORATION

Signature

By

Title

Residence Address:

EXHIBIT A

**TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT GRANT
(FOR PARTICIPANTS OUTSIDE THE U.S.)**

1. **Grant.** The Company hereby grants to the individual named in the Notice of Restricted Stock Unit Grant (“**Notice of Grant**”) attached as Part I of this Award Agreement (the “**Participant**”) under the Plan an Award of Restricted Stock Units, subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 18(c) of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan, as amended by any applicable sub-plan or addendum, will prevail.

2. **Company’s Obligation to Pay.** Each Restricted Stock Unit represents the right to receive a Share on the date it vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in Section 3, Participant will have no right to payment of any such Restricted Stock Units. Prior to actual payment of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Any Restricted Stock Units that vest in accordance with Sections 3 or 4 will be paid to Participant (or in the event of Participant’s death, to his or her estate) in whole Shares, subject to satisfaction of any applicable tax obligations as set forth in Section 7. Subject to the provisions of Section 4, such vested Restricted Stock Units will be paid in Shares as soon as practicable after vesting, but in each such case within the period ending no later than the date that is two and one-half (2½) months from the end of the Company’s tax year that includes the vesting date.

3. **Vesting Schedule.** Except as provided in Section 4, and subject to Section 5, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant, provided Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

4. **Administrator Discretion.** The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator.

Notwithstanding anything in the Plan or this Award Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with Participant’s termination as a Service Provider (provided that such termination is a “separation from service” within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) Participant is a “specified employee” within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following Participant’s termination as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6) months and one (1) day following the date of Participant’s termination as a Service Provider, unless Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in Shares to Participant’s estate as soon as practicable following his or her death. It is the intent of this Award Agreement to comply with the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. For purposes of this Award Agreement, “**Section 409A**” means Section 409A of the Code, and any proposed, temporary or final U.S. Treasury Regulations and U.S. Internal Revenue Service guidance thereunder, as each may be amended from time to time.

5. Forfeiture upon Termination of Status as a Service Provider. Notwithstanding any contrary provision of this Award Agreement, the balance of the Restricted Stock Units that have not vested as of the time of Participant's termination as a Service Provider for any reason and Participant's right to acquire any Shares hereunder will immediately terminate.

6. Death of Participant. Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant's heirs or designated beneficiary, to the extent permitted under Applicable Laws, or if no heir (or designated beneficiary to the extent permitted under Applicable Laws) survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "**Employer**"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant ("**Tax-Related Items**") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(a) Default Method of Tax Withholding for Non-Section 16 Officer. If Participant is not a Section 16 Officer (as defined in subsection (b) below), the Tax-Related Items with respect to this Award will be satisfied by Shares being sold on Participant's behalf at the prevailing market price pursuant to such procedures as the Company may specify from time to time, including through a broker-assisted arrangement (it being understood that the Shares to be sold must have vested pursuant to the terms of this Agreement and the Plan). The proceeds from the sale will be used to satisfy Participant's Tax-Related Items (and any associated broker or other fees) arising with respect to this Award. Only whole Shares will be sold to satisfy any Tax-Related Items. Any proceeds from the sale of Shares in excess of the Tax-Related Items (and any associated broker or other fees) will be paid to Participant in accordance with procedures the Company may specify from time to time. **By accepting this Award, Participant expressly agrees and authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by withholding from proceeds of the sale of Shares acquired upon settlement of the Restricted Stock Units either through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent). By accepting this Award, Participant further agrees and acknowledges that Participant may not satisfy them by any means other than such sale of Shares, unless required to do so by the Administrator or pursuant to the Administrator's express written consent.**

(b) Default Method of Tax Withholding for Section 16 Officer. In the event Participant is an employee of the Company or its Parent or Subsidiary who is subject to Section 16 of the Securities Exchange Act of 1934, as amended (a “**Section 16 Officer**”), the Tax-Related Items will be satisfied by the Company withholding from the number of Shares otherwise deliverable under this Award of Restricted Stock Units a number of Shares sufficient to pay such Tax-Related Items; provided, however, that the Shares to be withheld must have vested pursuant to the terms of this Award Agreement and the Plan. No fractional Shares will be retained to satisfy any portion of the Tax-Related Items. Accordingly, if any withholding is done through the withholding of Shares, Participant will pay to the Company (or the employing or retaining Parent or Subsidiary) an amount in cash sufficient to satisfy the remaining Tax-Related Items due and payable as a result of the Company not retaining fractional Shares. Should the Company be unable to procure such cash amounts from Participant, Participant agrees and acknowledges that Participant is giving the Company (or the employing or retaining Parent or Subsidiary) permission to withhold from Participant’s paycheck(s) an amount equal to the remaining Tax-Related Items due and payable as a result of the Company not retaining fractional Shares. If withholding in Shares is problematic under Applicable Laws or has materially adverse accounting consequences, the obligation for Tax-Related Items may be satisfied by one or a combination of the other methods described in this Section 7.

(c) Administrator Discretion. If the Administrator determines that Participant cannot satisfy Participant’s Tax-Related Items through the default procedure described in clauses (a) or (b), as applicable, it may permit Participant to satisfy Participant’s Tax-Related Items by (A) delivering to the Company Shares that Participant owns and that have vested with a Fair Market Value equal to the amount required to be withheld, (B) electing to have the Company withhold otherwise deliverable Shares having a value equal to the minimum amount statutorily required to be withheld, (C) payment by Participant in cash, or (D) such other means as the Administrator deems appropriate.

(d) Company’s Obligation to Deliver Shares. Prior to any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. For clarification purposes, in no event will the Company issue Participant any Shares unless and until arrangements satisfactory to the Administrator have been made for the payment of Participant’s Tax-Related Items. If Participant fails to do so by the time they become due, Participant will permanently forfeit Participant’s Restricted Stock Units to which Participant’s Tax-Related Items relates, as well as any right to receive Shares otherwise issuable pursuant to those Restricted Stock Units.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case Participant will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

Finally, Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy such obligations by withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

8. Nature of Grant. In accepting the grant, Participant acknowledges, understands and agrees that:
- (a) the Plan is established voluntarily by the Company, it is discretionary in nature, it shall not constitute or be interpreted to constitute part of the terms and conditions of Participant's employment or service and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
 - (b) the Company (which may or may not be Participant's Employer) is granting the Restricted Stock Units;
 - (c) the grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;
 - (d) all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company; Participant further agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Award Agreement;
 - (e) it is Participant's responsibility to notify the Company upon any change in the residence address indicated above according to the policies and procedures in place at the time of such change;
 - (f) the Restricted Stock Unit grant and Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service relationship or contract with the Company, the Employer or any Subsidiary or affiliate of the Company and shall not interfere with the ability of the Company, the Employer or any Subsidiary or affiliate of the Company, as applicable, to terminate Participant's status as a Service Provider;
 - (g) Participant is voluntarily participating in the Plan;
 - (h) Participant has received of a copy of the Plan (including any applicable appendixes or sub-plans thereunder) and is familiar with the terms and provisions thereof, and hereby accepts the Restricted Stock Units subject to all of the terms and provisions thereof; Participant has reviewed the Plan (including any applicable appendixes or sub-plans thereunder) and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Restricted Stock Units;
 - (i) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation;

- (j) the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, vacation, bonuses, long-service awards, indemnification, pension or retirement or welfare benefits or similar payments;
- (k) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
- (l) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or providing services or the terms of Participant's employment or service agreement, if any), and in consideration of the grant of the Restricted Stock Units to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, any of its Subsidiaries or affiliates or the Employer, waives Participant's ability, if any, to bring any such claim, and releases the Company, its Subsidiaries and affiliates and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;
- (m) benefits and rights provided under the Plan are wholly discretionary and, although provided by the Company, do not constitute regular or periodic payments; unless otherwise required by Applicable Laws, the benefits and rights provided under the Plan are not to be considered part of Participant's salary or compensation for purposes of calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind; Participant waives any and all rights to compensation or damages as a result of the termination of employment or other service relationship with the Company or any Subsidiary or other affiliate for any reason whatsoever insofar as those rights result or may result from:
 - i. the loss or diminution in value of such rights under the Plan; or
 - ii. Participant ceasing to have any rights under, or ceasing to be entitled to any rights under the Plan as a result of such termination;
- (n) for purposes of the Restricted Stock Units, Participant's status as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or one of its Subsidiaries or affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or providing services or the terms of Participant's employment or service agreement, if any) and unless otherwise expressly provided in this Award Agreement or determined by the Company, Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, Participant's status as a Service Provider would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or providing services or the terms of Participant's employment or service agreement, if any); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Award (including whether Participant may still be considered to be providing services while on a leave of absence);

- (o) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;
- (p) the laws of the country in which Participant is resident or a Service Provider at the time of grant of the Restricted Stock Units, vesting thereof or the subsequent sale of Shares acquired pursuant to the Plan and this Award Agreement (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may subject the Participant to additional procedural or regulatory requirements he or she is solely responsible for and will have to independently fulfill in relation to ownership or sale of such Restricted Stock Units and/or Shares;
- (q) Neither the Company, Participant's employer, or any Parent or Subsidiary has provided Participant, and shall not provide Participant with any tax, legal or financial advice with respect to the Restricted Stock Units, the Shares, this Agreement or the Plan. Neither the Company, Participant's employer, or any Parent or Subsidiary are making nor have they made any recommendations relating to Participant's participation in the Plan or the acquisition or sale of the Shares;
- (r) it is Participant's responsibility to, and Participant shall, comply with any and all exchange control requirements applicable to the Restricted Stock Units and the sale of Shares acquired in connection therewith and any resulting funds including, without limitation, reporting or repatriation requirements;
- (s) neither the Company, any of its Parents or Subsidiaries are responsible for Participant's legal compliance requirements relating to the Restricted Stock Units or the ownership and possible sale of the Shares, including, but not limited to, tax reporting, the exchange of Participant's local currency into or from U.S. dollars, the transfer of funds to or from the U.S., and the opening and use of a U.S. brokerage account;
- (t) the offer of the Restricted Stock Units has been made by the Company to him or her personally in connection with Participant's existing relationship with the Company or one or more of its subsidiaries or affiliates, and further, that the Restricted Stock Units, the Shares and the related offer thereof are not subject to regulation by any securities regulator outside of the United States;
- (u) additional information regarding the Company, the Shares, and the risks related to an investment therein in the Company's filings with the United States Securities and Exchange Commission (the "SEC"), copies of which are available free of charge on the Investor Relations page of the Company's website (and also on the SEC's webpage (www.sec.gov)); and

(v) neither the Company, the Employer nor any Subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

9. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with Participant's own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

10. **Data Privacy.** *By entering into this Award Agreement, and as a condition of the grant of the Restricted Stock Units, Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Employer, the Company and its Subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.*

Participant understands that the Company, its Parents and/or Subsidiaries and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or other ownership interests in or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan, and, for the exclusive purposes of implementing, administering and managing the Plan, such companies may exchange the Data among themselves.

Participant understands that the Company may from time to time engage a stock plan broker or other broker, plan administrator, or third parties to assist with the implementation, administration and management of the Restricted Stock Units and the Plan (collectively, the "Third Parties"). Participant acknowledges that Data will be transferred to the Third Parties. Participant understands that the Third Parties the Company, the Parent and any applicable Subsidiaries that receive Data may be located in Participant's country or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant expressly authorizes the Third Parties, together with their successors and assigns, to receive, possess, use and transfer Data as contemplated hereby. Participant acknowledges and agrees that, from time-to-time the Company may replace the Third Parties with alternative service providers, and may add other third parties as service providers in connection with the Plan, and expressly authorizes any such parties to and agrees that any such parties are also authorized to receive, possess, use and transfer the Data, in electronic or other form for the sole purpose of implementing, administering and managing the Plan, the Restricted Stock Units and any Shares Participant may acquire in connection therewith.

Participant understands that Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources representative. Further, Participant understands that Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke Participant's consent, Participant's employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant Participant Restricted Stock Units (including pursuant to this Award Agreement) or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing Participant's consent may adversely affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

11. English Language. Participant has received this Award Agreement and any other communications and documents related to the Plan, and Participant consents to having received these documents in English. If Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

12. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

13. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

14. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080, or at such other address as the Company may hereafter designate in writing.

15. Grant is Not Transferable. Except to the limited extent provided in Section 6, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

16. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

17. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any local, state, federal or foreign law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company or there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares. Participant understands that the Company is under no obligation to register or qualify the shares with the U.S. Securities Exchange Commission or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

18. Plan Governs. This Award Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or more provisions of the Plan, the provisions of the Plan will govern; provided, however, that in the event of any inconsistency between the Plan and the terms and conditions of Appendix B attached hereto (the "**Addendum**"), the Addendum shall prevail. Capitalized terms used and not defined in this Award Agreement will have the meaning set forth in the Plan.

19. Administrator Authority. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made with respect to the Plan or this Award Agreement.

20. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

21. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

22. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

23. Entire Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection to the Restricted Stock Units.

24. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

25. Governing Law and Venue. This Award Agreement and grant of Restricted Stock Units will be governed by the laws of the State of California, United States of America, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that relates to or arises under this grant of Restricted Stock Units or this Award Agreement, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of San Francisco County, California, United States of America, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant of Restricted Stock Units is made and/or to be performed.

26. Addendum. The grant of Restricted Stock Units shall be subject to any special terms and conditions for Participant's country set forth in the Addendum attached hereto as Exhibit B. Moreover, if Participant relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of this Award Agreement.

27. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Restricted Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

28. Waiver. Participant acknowledges that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by Participant or any other Participant.

29. Insider Trading Restrictions/Market Abuse Laws. Participant acknowledges that, depending on his or her country of residence, he or she may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to acquire or sell Shares or rights to Shares (e.g., Restricted Stock Units) under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in his or her country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and he or she is advised to speak to his or her personal advisor on this matter.

EXHIBIT B

**ADDENDUM TO THE RESTRICTED STOCK UNIT AWARD AGREEMENT
(FOR PARTICIPANTS OUTSIDE THE U.S.)**

Terms and Conditions

This Addendum includes additional terms and conditions that govern the Restricted Stock Units granted to Participant under the Fluidigm Corporation 2011 Equity Incentive Plan (the “**Plan**”) if Participant resides and/or works in one of the countries listed below.

If Participant is a citizen or resident of a country other than the one in which he or she is currently working and/or residing, transfers to another country after the grant of the Restricted Stock Units, or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine to the extent to which the special terms and conditions contained herein shall be applicable to Participant.

Notifications

This Addendum also includes information regarding exchange controls and certain other issues of which Participant should be aware with respect to Participant’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information noted herein as the only source of information relating to the consequences of Participant’s participation in the Plan because the information may be out of date by the time Participant vests in the Restricted Stock Units or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Participant’s particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant’s country may apply to his or her situation.

Finally, Participant understands that if he or she is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers to another country after the grant of the Restricted Stock Units, or is considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to Participant in the same manner.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Restricted Stock Unit Award Agreement for Participants Outside the U.S. and the Plan.

AUSTRALIA

Terms and Conditions

Settlement in Shares Only. Notwithstanding any provision in the Award Agreement or Plan to the contrary, the grant of the Restricted Stock Units does not provide any right for Participant to receive a cash payment. The Restricted Stock Units shall be settled in Shares only.

Australia Offer Document. The grant of Restricted Stock Units under the Plan is intended to comply with the provisions of the Corporations Act 2001, AIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Australia Offer Document, which is provided with the Award Agreement.

Notifications

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the “Act”) applies (subject to the conditions in that Act).

CANADA

Terms and Conditions

Settlement in Shares Only. Notwithstanding any provision in the Award Agreement or Plan to the contrary, the grant of the Restricted Stock Units does not provide any right for Participant to receive a cash payment. The Restricted Stock Units shall be settled in Shares only.

Termination of Employment. The following provision replaces Section 8(n) of the Award Agreement:

In the event Participant’s status as a Service Provider is terminated (regardless of the reason for such termination and whether or not later found to be invalid or in breach of local employment laws or the terms of Participant’s employment or service agreement, if any), any unvested Restricted Stock Units and Participant’s right to vest in the Restricted Stock Units, if any, will terminate effective as of the earliest of the following dates: (i) the date on which Participant’s status as a Service Provider is terminated; (ii) the date Participant receives written notice of termination of Participant’s status as a Service Provider from the Company or one of its Subsidiaries or affiliates; or (iii) the date Participant is no longer actively employed by or actively providing services to the Company or one its Subsidiaries or affiliates (regardless of any notice period or period of pay in lieu of such notice mandated under the employment laws in Canada or the terms of Participant’s employment or service agreement, if any). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Restricted Stock Units (including whether Participant may still be considered to be providing services while on a leave of absence).

Data Privacy. The following provision supplements Section 10 of the Award Agreement:

If Participant is a resident of Quebec, Participant hereby authorizes the Company and the Company’s representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Employer, the Company, its Subsidiaries and affiliates and the Company’s broker, or such stock plan service provider that may be selected by the Company to assist with the implementation, administration and management of the Plan to disclose and discuss the Plan with their respective advisors. Participant further authorizes the Employer, the Company and its Subsidiaries or affiliates to record such information and to keep such information in Participant’s employee file.

Language Consent. The following terms and conditions apply to Participants resident in Quebec:

The parties acknowledge that it is their express wish that the Award Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement relatif à la langue utilisée. Les parties reconnaissent avoir exigé que cette convention («Award Agreement») soit rédigée en anglais, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente.

Notifications

Securities Law Information. Participant is permitted to sell Shares acquired through the Plan through the designated broker appointed by the Company, provided the resale of shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the shares are listed (i.e., Nasdaq Global Market).

CHINA

Terms and Conditions

The following provisions govern Participant's participation in the Plan only if Participant is subject to exchange control restrictions in the People's Republic of China ("China"), as determined by the Company in its sole discretion.

Settlement in Cash Only. Notwithstanding anything to the contrary in the Plan and the Award Agreement, due to local regulatory requirements, Participant shall receive only a cash payment in an amount equal to the value of the Shares on the vesting date based on the number of Shares determined under the Award Agreement (less any Tax-Related Items and brokerage fees or commissions). Cash payments made to Participant pursuant to the Award Agreement will be made to Participant through the payroll of the Employer in China. In no event shall any payments to be made to Participant pursuant to this Award Agreement be made into an account outside of China. Further, in no event shall any funds be transferred to China from outside China specifically to satisfy any payments made to Participant pursuant to the Award Agreement. The Company reserves the right to make any necessary adjustments to the Restricted Stock Units and to require Participant to sign any additional agreements or undertakings that may be necessary to effectuate this provision. Any provisions in the Award Agreement referring to the issuance of Shares pursuant to vested Restricted Stock Units shall not be applicable to Participant so long as Participant is a resident of China. So long as Participant is a resident of China, Participant may not receive or hold Shares in connection with the Restricted Stock Units granted under the Plan.

Participant acknowledges that, even though Participant receives only a cash payment upon settlement of the Restricted Stock Units, he or she may still be subject to certain exchange control requirements under local laws. Participant is advised to consult with his or her legal advisor to ensure compliance with any exchange control obligations arising from Participant's participation in the Plan.

FRANCE

Notwithstanding anything to the contrary in the Award Agreement, this Addendum or the Plan as modified by the Rules of the Fluidigm Corporation 2011 Equity Incentive Plan for Restricted Stock Unit Awards Granted to French Participants, if Participant qualifies for participation in the French-qualified regime provided by Sections L. 225-197-1 and seq. of the French Commercial Code, as amended, the relevant code's sections of the French Tax Code and French Social Security Code, any Restricted Stock Unit that may be granted to Participant shall be granted under and subject to the Rules of the Fluidigm Corporation 2011 Equity Incentive Plan for Restricted Stock Unit Awards Granted to French Participants (the "**French Sub-Plan for RSUs**") and the Award Agreement, incorporated herein by reference. The Company has adopted the French Sub-Plan for RSUs for the purpose of granting Restricted Stock Units that qualify for the specific income tax and/or social security regime in France, as set forth in the French Sub-Plan for RSUs ("**French-Qualified RSUs**"). Certain events may affect the status of the Restricted Stock Units as French-Qualified RSUs or the underlying Shares and this Award of Restricted Stock Units or the underlying Shares may be disqualified in the future. The Company does not make any undertaking or representation to maintain the qualified status of these Restricted Stock Units or of the underlying Shares.

This Addendum is made as of the Date of Grant and pertains to and is made a part of the Award Agreement between the Company and Participant. All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the Award Agreement or French Sub-Plan for RSUs. In the event of any inconsistency between the Award Agreement and this Addendum, this Addendum shall prevail. To the extent that any term is defined in the Plan, the French Sub-Plan for RSUs, the Award Agreement and/or this Addendum, for purposes of this Award, the definitions in the French Sub-Plan for RSUs shall prevail.

1. Stock Ownership Limitation

(a) No rights to Shares may be granted to a French Participant who owns 10% or more of the share capital of the Company. Further, grants of French-Qualified RSUs shall not result in any French Participant owning more than ten percent (10%) of the Company's share capital.

(b) The number of Shares granted to French Participant under the Award Agreement shall not exceed 10% of the total number of shares of Common Stock of the Company.

2. Conditions of the French-Qualified RSUs.

(a) Conditions of vesting. Irrespective of the provisions of the Award Agreement, no Shares subject to the Award Agreement shall vest prior to the date that is one (1) year after the Date of Grant. Unless otherwise stated in the Notice of Grant, on the first anniversary of the Date of Grant, all Shares that otherwise would have vested based upon the vesting schedule set forth in the Award Agreement shall vest provided French Participant remains a Service Provider through such date, and the remaining Shares shall vest in accordance with such vesting schedule. However, notwithstanding the above, in the event of the death of French Participant, all of his or her outstanding French-Qualified RSUs shall vest and the Shares underlying the French-Qualified RSUs shall become issuable as set forth in Section 5 of the French Sub-Plan for RSUs.

Settlement of Restricted Stock Units granted to French Participant shall only be in Shares. There shall be no settlement of Restricted Stock Units awarded to French Participant in cash.

(b) **Forfeiture of Rights to Receive Unissued Shares.** If French Participant's continuous service relationship with the Company and its Subsidiaries terminates for any reason whatsoever, other than French Participant's death, before all of the Shares subject to the Award Agreement are issued pursuant to the Award Agreement, then he or she shall forfeit his or her rights to receive all of the remaining Shares subject to the Award Agreement that have not been issued as of the date French Participant's service relationship with the Company and its Subsidiaries so terminates.

(c) **Issuance of Shares Upon Death of Participant.** Irrespective of the provisions of the Award Agreement, in the event of termination of French Participant's status as a French Participant due to death, all French-Qualified RSUs held by French Participant at the time of his or her death (whether vested or unvested at the time of death) shall immediately become transferable to the French Participant's heirs. The Company shall issue the underlying Shares to French Participant's heirs only if the heirs request such issuance within six months following the death of French Participant. If Shares are not requested by the heirs within such six-month period, any outstanding French-Qualified RSUs will be forfeited. French Participant's heirs shall not be subject to the minimum mandatory holding periods, if any, set forth in Section 2(a) of this Addendum or Section 4(b) of the French Sub-Plan for RSUs.

(d) **Minimum Holding Period.** If French Participant is issued Shares pursuant to the Award Agreement prior to the two (2) year anniversary of the Date of Grant, then French Participant must hold such Shares for a minimum period of two (2) years from the Date of Grant. For the avoidance of doubt, the two-year holding period will not be applicable for any Shares vested on or following the two (2) year anniversary of the Date of Grant.

(e) **French Participant's Account.** The Shares issued to French Participant pursuant to French-Qualified RSUs shall be recorded in the name of French Participant in an account with the Company, a broker, or in such other manner as the Company may otherwise determine to ensure compliance with Applicable Law, including any required holding periods.

(f) **Closed Periods.** In addition to the restriction upon the sale or transfer of Shares, the Shares may not be sold or transferred during a Closed Period (as defined in the French Sub-Plan for RSUs), so long as Closed Periods are applicable to Shares underlying French-Qualified RSUs. A Closed Period includes:

- i. ten quotation days preceding and three quotation days following the disclosure to the public of the consolidated financial statements or the annual statements of the Company; or
- ii. any period during which the corporate management of the Company possesses confidential information which could, if disclosed to the public, significantly impact the quotation price of the Shares, until ten quotation days after the day such information is disclosed to the public.

3. **Data Privacy.** The Company will be responsible for any notification, application or prior authorization required under Applicable Laws in order to comply with Section 10 of the Award Agreement.

4. **Nontransferable.** No rights granted under the Award Agreement shall be transferable by French Participant other than by will or by the laws of descent and distribution.

5. **Other Laws.** The Company shall have the right to refuse to issue or transfer Shares subject to the Award Agreement to French Participant (or French Participant's heirs) if the Company acting in its absolute discretion determines that the issuance or transfer of such shares might violate any Applicable Law.

6. **No Right to Continue Service.** None of the Plan, Award Agreement (including this Addendum), French Sub-Plan for RSUs, or any related material shall give French Participant the right to remain employed by the Company or its Subsidiaries or to continue in the service of the Company or its Subsidiaries in any other capacity.

7. **Governing Law.** The Plan, the Award Agreement (including this Addendum) and French Sub-Plan for RSUs shall be governed by the laws of the state of California, U.S.A., without giving effect to the conflict of law principles thereof. It is intended that Restricted Stock Units granted under this French Sub-Plan for RSUs shall qualify for the specific tax and social security treatment applicable to Restricted Stock Units granted under Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended, and in accordance with the relevant provisions set forth by French tax and social security laws.

8. **Binding Effect.** The Award Agreement (including this Addendum) and French Sub-Plan for RSUs shall be binding upon the Company and Participant and their respective heirs, executors, administrators and successors.

9. **Amendments.** Except as the Company and Participant agree in writing, the Company shall not modify the terms of the Award Agreement (including this Addendum) in such a manner as to cause French Participant to no longer benefit from the specific tax and social contribution regimes provided by Section L. 225-197-1 of the French Commercial Code, as amended in connection with the grant and settlement of Restricted Stock Units and the disposition of the Shares received upon the vesting of the Restricted Stock Units pursuant to the Award Agreement, this Addendum, the Plan and the French Sub-Plan for RSUs.

10. **French Language Representation.** Je reconnais expressément par les présentes, que je comprends et parle parfaitement la langue anglaise, que j'ai eu le temps nécessaire pour entièrement lire et parfaitement comprendre le présent contrat ainsi que l'ensemble des documents et annexes s'y afférant et que j'ai eu l'opportunité de m'en entretenir avec les conseils de mon choix. **(I represent that I perfectly speak and understand the English language, that I had enough time to review and understand this Award Agreement as all the related documents and appendix and that I had the opportunity to obtain advice from the counsel of my choice.)**

GERMANY

The following terms and conditions (the "**German Addendum**") will apply in the case of grants of Restricted Stock Units to German residents and to those individuals who are otherwise subject to the laws of Germany.

1. **Applicability of the German Addendum.** The Award shall also be governed by the terms of the German Addendum to the extent it amends or modifies the Plan, the Notice of Grant and the Agreement.

2. **Tax obligations.** Restricted Stock Units granted to a tax resident of Germany by his Employer or a party related thereto are to be considered a taxable benefit for such employee. Such tax benefit is subject to German wage tax withholding and to German income tax on dependent services at the personal tax rate of such employee. Under applicable German wage tax withholding provisions, these taxes also have to be withheld if the tax benefit is granted by a group company of the Employer. Under Section 12 of the Plan and the Restricted Stock Unit Award Agreement, the Restricted Stock Units are not transferable or assignable except by will or by the laws of descent and will be paid out to the Participants by delivering Shares under the terms and conditions of the Restricted Stock Unit Award Grant. The taxable benefit is calculated on the basis of the fair market value of the Shares at the date of delivery of the Shares. No German taxes will be triggered until the Award Vests.

We recommend that you consult with a tax adviser in Germany if you have questions relating to the tax consequences of participation in and the exercise of rights under the Plan.

3. **German Language Representation.** Ich versichere, dass ich die englische Sprache beherrsche und dass ich ausreichend Zeit hatte, diese Vereinbarung und alle damit zusammenhängenden Dokumente und Anlagen zu prüfen und die Gelegenheit hatte, Rat von Beratern meiner Wahl einzuholen. (*I represent that I have command of the English language, that I had enough time to review and understand this Award Agreement as all the related documents and appendix and that I had the opportunity to obtain advice from the counsel of my choice.*)

ITALY

Terms and Conditions

Data Privacy. This provision replaces Section 10 of the Award Agreement:

Participant understands that the Company and the Employer as a data processor of the Company may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any Subsidiary, details of all Restricted Stock Units or any other entitlement to shares of stock or equivalent benefits awarded, purchased, canceled, exercised, vested, unvested or outstanding in Participant's favor, and that the Company and the Employer will process said data and other data lawfully received from third party (collectively, "Personal Data") for the exclusive purpose of managing and administering the Plan and complying with Applicable Laws, regulations and Community legislation.

Participant also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan.

Participant understands that Personal Data will not be publicized, but it may be accessible by the Employer as a data processor of the Company and within the Employer's organization by its internal and external personnel in charge of processing. Furthermore, Personal Data may be transferred to banks, other financial institutions or brokers involved in the management and administration of the Plan. Participant understands that Personal Data may also be transferred to the independent registered public accounting firm engaged by the Company, and also to the legitimate addressees under Applicable Laws. Participant further understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of Participant's participation in the Plan, and that the Company and its Subsidiaries may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom Participant may elect to deposit any Shares acquired under the Plan or any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan. Participant understands that these recipients may be acting as controllers, processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States or elsewhere, in countries that do not provide an adequate level of data protection as intended under Italian privacy law.

Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Personal Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan.

Participant understands that Personal Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Personal Data is collected and with confidentiality and security provisions as set forth by Applicable Laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Personal Data abroad, including outside of the European Economic Area, as specified herein and pursuant to Applicable Laws and regulations, does not require Participant's consent thereto as the processing is necessary to performance of law and contractual obligations related to implementation, administration and management of the Plan. Participant understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, he or she has the right at any moment to, including, but not limited to, obtain confirmation that Personal Data exist or not, access, verify their content, origin and accuracy, delete, update, integrate, correct, block or stop, for legitimate reason, the Personal Data processing. To exercise privacy rights Participant should contact the Employer. Furthermore, Participant is aware that Personal Data will not be used for direct marketing purposes. In addition, Personal Data provided can be reviewed and questions or complaints can be addressed by contacting Participant's human resources department.

Plan Document Acknowledgment.

By accepting the Award, Participant acknowledges that he or she has received a copy of the Plan, the Notice of Grant, the Award Agreement and this Addendum and has reviewed the Plan, the Notice of Grant, the Award Agreement and this Addendum in their entirety and fully accepts all provisions thereof. Participant further acknowledges that he or she has read and specifically and expressly approves the following provisions of the Award Agreement: (i) Section 7: Responsibility for Taxes; (ii) Section 8: Nature of Grant; (iii) Section 11: English Language (iv) Section 12: Rights as Stockholder; (v) Section 15: Grant is Not Transferable; (vi) Section 24: Amendment, Suspension or Termination of the Plan; and (vii) Section 25: Governing Law and Venue, as well as the Data Privacy section included in this Addendum.

JAPAN

There are no country specific provisions.

MALAYSIA

Notification

Director Notification Information.

If Participant is a director of a Malaysian Subsidiary, Participant is subject to certain notification requirements under the Malaysian Companies Act 1965. Among these requirements is an obligation to notify the Malaysian Subsidiary in writing when Participant receives or disposes of an interest (*e.g.*, RSUs or Shares) in the Company or any related company. This notification must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

THE NETHERLANDS

The following terms and conditions will apply in the case of grants to Dutch residents and to those individuals who are otherwise subject to the laws of the Netherlands.

1. **Disability.** The following provision substitutes Section 2(m) of the Plan:

"Disability" means the Service Provider's incapacity to perform his or her contractual services/duties, due to sickness or medical impediments, as referred to in article 7:669 para 3 sub (b) of the Dutch Civil Code, provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may for the purpose of this Plan determine that such incapacity shall be considered to exist in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time."

2. **One-time event.** The award of Restricted Stock Units under this Award Agreement is a one-time event.

SINGAPORE

Notifications

Securities Law Information. The Restricted Stock Units are being granted pursuant to the "Qualifying Person" exemption under Section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("**SFA**"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the Restricted Stock Units are subject to Section 257 of the SFA and Participant will not be able to sell, or offer for sale, Shares acquired pursuant to the Restricted Stock Units in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than Section 280) of the SFA or after six months from the Date of Grant.

Director Notification Obligation. The Chief Executive Officer, directors, associate directors, and shadow directors of a Singaporean Parent, Subsidiary or affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singaporean Parent, Subsidiary or affiliate in writing within two business days of any of the following events: (i) the acquisition or disposal of an interest (*e.g.*, Restricted Stock Units granted under the Plan or Shares) in the Company or any Parent, Subsidiary or affiliate, (ii) any change in previously-disclosed interests (*e.g.*, sale of Shares), or (iii) becoming a the Chief Executive Officer, director, associate director or shadow director of a Parent, Subsidiary or affiliate in Singapore, if the individual holds such an interest at that time.

UNITED KINGDOM

The following terms and conditions will apply to a Participant who is UK tax resident at the time of grant of the Award of Restricted Stock Units.

1. **Participants.** No Award of Restricted Stock Units may be made to a Participant who is not an Employee. The definition of Employee in the Plan shall be amended to exclude non-executive directors.
2. **Settlement in Shares Option.** Notwithstanding any provision in the Award Agreement or Plan to the contrary, the grant of Restricted Stock Units does not provide any right for the Participant to receive a cash payment. The Award of Restricted Stock Units shall be settled in Shares only.
3. **Responsibility for Taxes.** Section 7 of the Award Agreement shall be supplemented by the following:

In accepting the grant of the Award of Restricted Stock Units the Participant hereby agrees with and undertakes to the Company, and any other company which is a "secondary contributor" in respect of Class 1 National Insurance contributions ("**NICs**") payable in respect of the vesting or release of the Award of Restricted Stock Units (the "**Secondary Contributor**") that:

(a) The Secondary Contributor may recover from the Participant the whole of any such employer's NIC liability; and

(b) The Participant at the request of the Company, shall join with the Secondary Contributor in making an election (in such terms and such form and subject to such approval by HM Revenue & Customs ("HMRC")) as provided in paragraph 3B of Schedule 1 to the Social Security Contributions and Benefits Act 1992) for the whole or any liability of the Secondary Contributor to such employer's NICs to be transferred to the Participant.

Further, without limitation to Section 7 of the Award Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or, if different, the Employer or by HMRC (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and, if different, the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC on Participant's behalf (or any other tax authority or any other relevant authority).

* * *

FLUIDIGM CORPORATION
2011 EQUITY INCENTIVE PLAN
NOTICE OF GRANT OF STOCK OPTION
(FOR PARTICIPANTS OUTSIDE THE U.S.)

Unless otherwise defined herein, the terms defined in the Fluidigm Corporation 2011 Equity Incentive Plan (the “**Plan**”) will have the same defined meanings in this Notice of Grant of Stock Option (the “**Notice of Grant**”) and Terms and Conditions of Stock Option Grant, attached hereto as Exhibit A, and any special terms and conditions for Participant’s country set forth in the Addendum to the Notice of Grant (the “**Addendum**”) attached hereto as Exhibit B (together, the “**Agreement**”).

Participant: «first_name» «last_name»

Address: «Street»

«Country» «Zip_»

Participant has been granted an Option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Agreement, as follows:

Grant Number «Grant_No»

Date of Grant «Grant_Date»

Vesting Commencement Date «Vesting_Start_Date»

Number of Shares Granted «No_of_Shares_Granted»

Exercise Price per Share \$«Exercise_Price_per_Share»

Total Exercise Price \$«Total_Exercise_price_»

Type of Option Nonstatutory Stock Option

Term/Expiration Date «Expiration_Date»

Vesting Schedule:

Subject to accelerated vesting as set forth below or in the Plan, this Option will vest and become exercisable only if Participant remains a Service Provider through each applicable vesting date. The Option will vest:

[Insert applicable vesting schedule], subject to recipient continuing to be a Service Provider (as defined in the Fluidigm Corporation 2011 Equity Incentive Plan) through each such date.

In the event Participant ceases to be a Service Provider for any or no reason before Participant vests in any portion of the Option, such portion of the Option and Participant's right to acquire any Shares thereunder will immediately terminate.

Termination Period:

To the extent permitted by Applicable Laws, this Option will be exercisable for three (3) months after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability, in which case this Option will be exercisable for twelve (12) months after Participant ceases to be a Service Provider. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Term/Expiration Date as provided above and may be subject to earlier termination as provided in Section 13(c) of the Plan.

By Participant's signature and the signature of the Company's representative below, Participant and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and this Agreement. Participant has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of the Plan and Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and Agreement. Participant agrees that this award of the Option is purely discretionary, that this award of the Option does not create any rights to future awards and that this award of the Option is a one-time event. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT

FLUIDIGM CORPORATION

By

Address:

Title

EXHIBIT A

TERMS AND CONDITIONS OF STOCK OPTION GRANT

1. Grant of Option. The Company hereby grants to the Participant named in the Notice of Grant (“**Participant**”) an option (the “**Option**”) to purchase the number of Shares, as set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the “**Exercise Price**”), subject to all of the terms and conditions in this Agreement and the Plan, which is incorporated herein by reference. Subject to Section 18(c) of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan will prevail.

2. Vesting Schedule. Except as provided in Section 3, the Option awarded by this Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. The portion of the Option scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

3. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, such Option will be considered as having vested as of the date specified by the Administrator.

4. Exercise of Option.

(a) Right to Exercise. If permitted by Applicable Laws, this Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Agreement.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice, in the form attached as Exhibit C (the “**Exercise Notice**”) or in a manner and pursuant to such procedures as the Administrator may determine, which will state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the “**Exercised Shares**”), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice will be completed by Participant and delivered to the Company. The Exercise Notice will be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares together with any applicable tax withholding. This Option will be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price.

5. Method of Payment. Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant to the extent permitted by Applicable Laws:

(a) cash;

(b) check;

(c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the

Plan; or

(d) unless Participant is a resident of Canada (in which case this item (d) shall not be an available alternative), surrender of other Shares which have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares, provided that accepting such Shares, in the sole discretion of the Administrator, will not result in any adverse accounting consequences to the Company.

6. Tax Obligations.

(a) Withholding of Taxes. Regardless of any action the Company or Participant's employer (the "**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by him or her is and remains Participant's responsibility and that Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option grant, including the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items.

Prior to exercise of the Option, Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment obligations of the Company and/or the Employer. In this regard, Participant authorizes the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable by Participant from his or her wages or other cash compensation paid to Participant by the Company and/or the Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if Participant is a resident of a country other than Canada and if permissible under local law, the Company may, in its discretion, (1) sell or arrange for the sale of Shares that Participant acquires to meet the withholding obligation for Tax-Related Items, and/or (2) withhold in Shares, provided that the Company only withholds the amount of Shares necessary to satisfy the minimum withholding amount. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy such obligations by withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer. Further, to the extent that the Participant participates in a formal cashless exercise program with a registered securities broker, the Participant agrees to promptly provide a direction in the form prescribed by such registered securities broker that authorizes it to remit to the Company and/ or the Employer such portion of the proceeds received pursuant to the formal cashless exercise program as shall be sufficient to satisfy all applicable Tax Related Items owing by the Participant. Finally, Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan or Participant's purchase of Shares that cannot be satisfied by the means previously described. The Company may refuse to honor the exercise and refuse to deliver the Shares if Participant fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Section.

(b) Code Section 409A. To the extent Participant is or becomes subject to U.S. Federal income taxation, this subsection (b) shall apply. Under Code Section 409A, an option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per Share exercise price that is determined by the Internal Revenue Service (the “**IRS**”) to be less than the Fair Market Value of a Share on the date of grant (a “**Discount Option**”) may be considered “deferred compensation.” A Discount Option may result in (i) income recognition by Participant prior to the exercise of the option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The Discount Option may also result in additional state income, penalty and interest charges to the Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the Fair Market Value of a Share on the Date of Grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the Fair Market Value of a Share on the date of grant, Participant will be solely responsible for Participant’s costs related to such a determination.

7. Forfeiture upon Termination of Status as a Service Provider. Notwithstanding any contrary provision of this Agreement, the balance of the Option that has not vested as of the time of Participant’s termination as a Service Provider for any reason and Participant’s right to acquire any Shares pursuant to any unvested portion of the Option hereunder will immediately terminate.

8. Death of Participant. Any distribution or delivery to be made to Participant under this Agreement will, if Participant is then deceased, be made to Participant’s heirs or designated beneficiary, to the extent permitted under Applicable Laws, or if no heir (or designated beneficiary to the extent permitted under Applicable Laws) survives Participant, the administrator or executor of Participant’s estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

9. Acknowledgements.

(a) Participant acknowledges receipt of a copy of the Plan (including any applicable appendixes or sub-plans thereunder) and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Participant has reviewed the Plan (including any applicable appendixes or sub-plans thereunder) and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of the Option. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

(b) The Company (which may or may not be Participant's Employer) is granting the Option. The Company will administer the Plan from outside Participant's country of residence, and United States law will govern all Options granted under the Plan.

(c) Participant acknowledges that benefits and rights provided under the Plan are wholly discretionary and, although provided by the Company, do not constitute regular or periodic payments. Unless otherwise required by Applicable Laws, the benefits and rights provided under the Plan are not to be considered part of Participant's salary or compensation for purposes of calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind. Participant waives any and all rights to compensation or damages as a result of the termination of employment with the Company for any reason whatsoever insofar as those rights result or may result from:

(i) the loss or diminution in value of such rights under the Plan, or

(ii) Participant ceasing to have any rights under, or ceasing to be entitled to any rights under the Plan as a result of such termination.

(d) The grant of the Option, and any future grant of Options under the Plan is entirely voluntary, and at the complete discretion of the Company. Neither the grant of the Option nor any future grant of an Option by the Company will be deemed to create any obligation to grant any further Options, whether or not such a reservation is explicitly stated at the time of such a grant. The Company has the right, at any time to amend, suspend or terminate the Plan. The Option is not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, vacation, bonuses, long-service awards, indemnification, pension or retirement or welfare benefits or similar payments.

(e) The Plan will not be deemed to constitute, and will not be construed by Participant to constitute, part of the terms and conditions of employment, and the Company will not incur any liability of any kind to Participant as a result of any change or amendment, or any cancellation, of the Plan at any time.

(f) Participation in the Plan will not be deemed to constitute, and will not be deemed by Participant to constitute, an employment or labor relationship of any kind with the Company.

(g) Participant understands that the laws of the country in which he or she is resident or a Service Provider at the time of grant of the Option, vesting of the Option or at the subsequent sale of Shares acquired pursuant to the Plan and this Agreement (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may subject the Participant to additional procedural or regulatory requirements he or she is solely responsible for and will have to independently fulfill in relation to ownership or sale of such Shares.

(h) No claim or entitlement to compensation or damages shall arise from forfeiture of the Option, or any portion thereof, resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or providing services or the terms of Participant's employment or service agreement, if any), and in consideration of the grant of the Option to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, any of its Subsidiaries or affiliates or the Employer, waives Participant's ability, if any, to bring any such claim, and releases the Company, its Subsidiaries and affiliates and the Employer from any such claim. If, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(i) Neither the Company, Participant's employer, or any Parent or Subsidiary has provided Participant, and shall not provide Participant with any tax, legal or financial advice with respect to the Option, the Shares, this Agreement or the Plan. Neither the Company, Participant's employer, or any Parent or Subsidiary are making nor have they made any recommendations relating to Participant's participation in the Plan, exercise of the Option or the acquisition or sale of the Shares.

(j) Participant shall bear any and all risk associated with the exchange or fluctuation of currency associated with the Options and the Shares (the "**Currency Exchange Risk**"), and Participant hereby waives and releases the Company, Participant's employer and the Parent(s) and Subsidiaries, from any potential claims arising out of the Currency Exchange Risk.

(k) It is Participant's responsibility to, and Participant shall, comply with any and all exchange control requirements applicable to the exercise of the Option and the sale of Shares acquired in connection therewith and any resulting funds including, without limitation, reporting or repatriation requirements.

(l) Neither the Company, any of its Parents or Subsidiaries are responsible for Participant's legal compliance requirements relating to the Option or the ownership and possible sale of the Shares, including, but not limited to, tax reporting, the exchange of Participant's local currency into or from U.S. dollars, the transfer of funds to or from the U.S., and the opening and use of a U.S. brokerage account.

(m) Participant acknowledges and agrees that the offer of the Option has been made by the Company to him or her personally in connection with Participant's existing relationship with the Company or one or more of its subsidiaries or affiliates, and further, that the Option, the Shares and the related offer thereof are not subject to regulation by any securities regulator outside of the United States.

(n) Participant may find additional information regarding the Company, the Shares, and the risks related to an investment therein in the Company's filings with the United States Securities and Exchange Commission (the "**SEC**"), copies of which are available free of charge on the Investor Relations page of the Company's website (and also on the SEC's webpage (www.sec.gov)).

(o) For purposes of the Option, Participant's status as a Service Provider will be considered terminated as of the date Participant is no longer actively providing services to the Company or one of its Subsidiaries or affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or providing services or the terms of Participant's employment or service agreement, if any) and unless otherwise expressly provided in this Agreement or determined by the Company, Participant's right to vest in the Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's status as a Service Provider would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or providing services or the terms of Participant's employment or service agreement, if any); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Award (including whether Participant may still be considered to be providing services while on a leave of absence).

(p) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty, and may be greater or less than the Exercise Price at any given time.

10. Data Privacy. By entering into this Agreement, and as a condition of the grant of the Option, Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other documents regarding the Option by and among, as applicable, the Employer, and Company and its Subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

Participant understands that the Company and the Employer, its Parent or any Subsidiary may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or other ownership interests or directorships held in the Company, details of all Options or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing the Plan ("Data") and, for the exclusive purposes of implementing, administering and managing the Plan, such companies may exchange the Data among themselves.

Participant understands that the Company may from time to time engage a stock plan broker or other broker, plan administrator, or third parties to assist with the implementation, administration and management of the Option and the Plan (collectively, the "Third Parties"). Participant acknowledges that Data will be transferred to the Third Parties. Participant understands that the Third Parties the Company, the Parent and any applicable Subsidiaries that receive Data may be located in Participant's country or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant expressly authorizes the Third Parties, together with their successors and assigns, to receive, possess, use and transfer Data as contemplated hereby. Participant acknowledges and agrees that, from time-to-time the Company may replace the Third Parties with alternative service providers, and may add other third parties as service providers in connection with the Plan, and expressly authorizes any such parties to and agrees that any such parties are also authorized to receive, possess, use and transfer the Data, in electronic or other form for the sole purpose of implementing, administering and managing the Plan, the Option and any Shares Participant may acquire in connection therewith.

Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting Participant's local human resources representative. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources representative. Further, Participant understands that Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke Participant's consent, the Company would not be able to grant Participant Options or other equity awards or administer or maintain such awards, including the award of the Option. Therefore, Participant understands that refusing or withdrawing Participant's may adversely affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

11. English Language. Participant has received the Plan, the terms and conditions of this Agreement and any other related documents or communications, and Participant consents to having received these documents in English. If Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version, the English version will control.

12. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

13. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

14. Address for Notices. Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at Fluidigm Corporation, 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080, or at such other address as the Company may hereafter designate in writing.

15. Non-Transferability of Option. Except to the limited extent provided in Section 8, this Option and the rights and privileges conferred hereby may not be transferred, assigned, pledged or hypothecated in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

16. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

17. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company or there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares. Participant understands that the Company is under no obligation to register or qualify the shares with the U.S. Securities Exchange Commission or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Assuming such compliance, for income tax purposes the Exercised Shares will be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares.

18. Plan Governs. This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern. Capitalized terms used and not defined in this Agreement will have the meaning set forth in the Plan.

19. Administrator Authority. The Administrator will have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement.

20. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to Options awarded under the Plan or future options that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

21. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

22. Agreement Severable. In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

23. Modifications to the Agreement. This Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection to this Option.

24. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Option under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

25. Governing Law. This Agreement will be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, and agree that such litigation will be conducted in the courts of San Francisco County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this Option is made and/or to be performed.

26. Addendum. The grant of the Option shall be subject to any special terms and conditions for Participant's country set forth in the Addendum attached hereto as Exhibit B. Moreover, if Participant relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of this Agreement.

27. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

28. Waiver. Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other Participant.

29. Insider Trading Restrictions/Market Abuse Laws. Participant acknowledges that, depending on his or her country of residence, he or she may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to acquire or sell Shares or rights to Shares (*e.g.*, Options) under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in his or her country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and he or she is advised to speak to his or her personal advisor on this matter.

EXHIBIT B

ADDENDUM TO THE NOTICE OF GRANT OF STOCK OPTION

(FOR PARTICIPANTS OUTSIDE THE U.S.)

COUNTRY SPECIFIC PROVISIONS

Terms and Conditions

This Addendum includes additional terms and conditions that govern the Option granted to Participant under the Fluidigm Corporation 2011 Equity Incentive Plan (the “**Plan**”) if Participant resides and/or works in one of the countries listed below.

If Participant is a citizen or resident of a country other than the one in which he or she is currently working and/or residing, transfers to another country after the grant of the Option, or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine to the extent to which the special terms and conditions contained herein shall be applicable to Participant.

Notifications

This Addendum also includes information regarding exchange controls and certain other issues of which Participant should be aware with respect to Participant’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information noted herein as the only source of information relating to the consequences of Participant’s participation in the Plan because the information may be out of date by the time Participant vests in the Option, elects to exercise the Option or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Participant’s particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant’s country may apply to his or her situation.

Finally, Participant understands that if he or she is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers to another country after the grant of the Option, or is considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to Participant in the same manner.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement and the Plan.

AUSTRALIA

The following terms and conditions will apply in the case of grants to Australian residents and to those individuals who are otherwise subject to the laws of Australia.

Variation

- A.1 Notwithstanding any provision in the Plan, the Notice of Grant or the Terms and Conditions of Stock Option Grant (together the "**Award Agreement**") to the contrary, the terms of the Award Agreement apply to this Addendum but shall be varied as follows in respect of each Option granted to Australian resident Participants.
- A.2 To the extent of any inconsistency between this Addendum and any other provisions of the Award Agreement as it relates to Australian resident Participants, the terms of this Addendum will prevail.
- A.3 Notwithstanding any other provision in the Award Agreement, this Addendum and any offer arising from it is intended to comply with section 708 of the Commonwealth Corporations Act 2001 ("**Corporations Act**"). Any provision of this Addendum which is inconsistent with the requirements of section 708 of the Corporations Act, without further amendment by the Company or the Board, shall to the extent permitted by law be reformed to comply with section 708 of the Corporations Act.
- A.4 The exercise of the Option and the issuance and transfer of Shares shall be subject to compliance by the Company and Participant with all applicable requirements of Australian State, Territory and Commonwealth laws.

Who may participate

- A.5 Options the subject of this Addendum may only be granted to Participants who are Australian residents. The Participant who has executed this Addendum warrants to the Company that they are an Australian resident.
- A.6 Unless at any time the Company issues a disclosure document (being a prospectus or other disclosure document) which is of a type covered by Australian Securities and Investments Commission (**ASIC**) Class Order for Employee incentive schemes: Unlisted bodies CO 14/1001 prior to the exercise of an Option, a Participant for the purposes of the Award Agreement and the Plan means a Participant who must also come within the scope of one of the following 3 categories of exemptions for a disclosure document pursuant to the Corporations Act. By executing this Addendum the Participant acknowledges and represents that the Participant falls within the scope of one of the exceptions referred to below.

- a. **Exemption 1- Section 708(1)** allows a company to make offers to 20 individuals in any twelve month period up to a certain dollar cap (A\$2,000,000) as follows:

Small scale offerings (20 issues or sales in 12 months)

(1) Personal offers of a body's securities by a person do not need disclosure to investors under this Part if:

- (a) none of the offers results in a breach of the 20 investors ceiling (see subsections (3) and (4)); and
- (b) none of the offers results in a breach of the A\$2 million ceiling (see subsections (3) and (4)).

This subsection does not apply to an offer for sale to which subsection 707(3) (sale amounting to indirect issue) or (5) (sale amounting to indirect sale by controller) applies.

Note 1: Subsection 727(4) makes it an offence to issue or transfer securities without disclosure to investors once 20 issues or transfers have occurred or A\$2 million has been raised.

Note 2: Under section 740 ASIC may make a determination aggregating the transactions of bodies that ASIC considers to be closely related.

(2) For the purposes of subsection (1), a personal offer is one that:

- (a) may only be accepted by the person to whom it is made; and
- (b) is made to a person who is likely to be interested in the offer, having regard to:
 - (i) previous contact between the person making the offer and that person; or
 - (ii) some professional or other connection between the person making the offer and that person; or
 - (iii) statements or actions by that person that indicate that they are interested in offers of that kind.

- (3) An offer by a body to issue securities:
- (a) results in a breach of the 20 investors ceiling if it results in the number of people to whom securities of the body have been issued exceeding 20 in any 12 month period; and
 - (b) results in a breach of the A\$2 million ceiling if it results in the amount raised by the body by issuing securities exceeding A\$2 million in any 12 month period.
- (4) An offer by a person to transfer a body's securities:
- (a) results in a breach of the 20 investors ceiling if it results in the number of people to whom the person sells securities of the body exceeding 20 in any 12 month period; and
 - (b) results in a breach of the A\$2 million ceiling if it results in the amount raised by the person from selling the body's securities exceeding A\$2 million in any 12 month period.
- (5) In counting issues and sales of the body's securities, and the amount raised from issues and sales, for the purposes of subsection (1), disregard issues and sales that result from offers that:
- (a) do not need a disclosure document because of any other subsection of this section; or
 - (b) are not received in Australia; or
 - (c) are made under a disclosure document.

Note: Also see provisions on restrictions on advertising (section 734) and securities hawking provisions (Part 6D.3).

- (7) In working out the amount of money raised by the body by issuing securities, include the following:
- (a) the amount payable for the securities at the time when they are issued;
 - (b) if the securities are shares issued partly-paid—any amount payable at a future time if a call is made;
 - (c) if the security is an option—any amount payable on the exercise of the option;
 - (d) if the securities carry a right to convert the securities into other securities—any amount payable on the exercise of that right.

b. **Exemption 2 - Section 708(8)** allows a company to make offers to “sophisticated investors” without a disclosure document as follows:

Sophisticated investors

(8) An offer of a body’s securities does not need disclosure to investors under this Part if:

- (a) the minimum amount payable for the securities on acceptance of the offer by the person to whom the offer is made is at least \$500,000; or
- (b) the amount payable for the securities on acceptance by the person to whom the offer is made and the amounts previously paid by the person for the body’s securities of the same class that are held by the person add up to at least A\$500,000; or
- (c) it appears from a certificate given by a qualified accountant no more than 6 months before the offer is made that the person to whom the offer is made:
 - (i) has net assets of at least the amount specified in regulations made for the purposes of this subparagraph (being, as at January 2014, A\$2.5 million); or
 - (ii) has a gross income for each of the last 2 financial years of at least the amount specified in regulations made for the purposes of this subparagraph a year (being, as at January 2014, A\$250,000 per annum); or
- (d) the offer is made to a company or trust controlled by a person who meets the requirements of subparagraph (c)(i) or (ii).

Note 1: Section 9 defines **qualified accountant**.

Note 2: A financial services licensee has obligations under Division 3 of Part 7.7 when providing financial advice. ASIC has a power under section 915C to suspend or cancel a licensee’s licence.

(9) In calculating the amount payable, or paid, for securities for the purposes of paragraph (8)(a) or (b), disregard any amount payable, or paid, to the extent to which it is to be paid, or was paid, out of money lent by the person offering the securities or an associate.

(9A) In addition to specifying amounts for the purposes of subparagraphs (8)(c)(i) and (ii), the regulations may do either or both of the following:

- (a) deal with how net assets referred to in subparagraph (8)(c)(i) are to be determined and valued, either generally or in specified circumstances;
- (b) deal with how gross income referred to in subparagraph (8)(c)(ii) is to be calculated, either generally or in specified circumstances.

(9B) In determining the net assets of a person under subparagraph (8)(c)(i), the net assets of a company or trust controlled by the person may be included.

Note: Control is defined in section 50AA.

(9C) In determining the gross income of a person under subparagraph (8)(c)(ii), the gross income of a company or trust controlled by the person may be included.

Note: **Control** is defined in section 50AA.

(10) An offer of a body's securities does not need disclosure to investors under this Part if:

- (a) the offer is made through a financial services licensee; and
- (b) the licensee is satisfied on reasonable grounds that the person to whom the offer is made has previous experience in investing in securities that allows them to assess:
 - (i) the merits of the offer; and
 - (ii) the value of the securities; and
 - (iii) the risks involved in accepting the offer; and
 - (iv) their own information needs; and
 - (v) the adequacy of the information given by the person making the offer; and
- (c) the licensee gives the person before, or at the time when, the offer is made a written statement of the licensee's reasons for being satisfied as to those matters; and

- (d) the person to whom the offer is made signs a written acknowledgment before, or at the time when, the offer is made that the licensee has not given the person a disclosure document under this Part in relation to the offer.
- c. **Exemption 3 - Section 708(12)** allows a company to make offers to senior managers as follows. The definition of 'senior manager' for the purpose of this section is a person:
- (a) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the corporation;
or
 - (b) has the capacity to affect significantly the corporation's financial standing.

This exemption includes executive directors and the company secretary. An individual falls into the exemption if either (a) or (b) are met.

Offers of securities to people associated with the body

(12) An offer of a body's securities does not need disclosure to investors under this Part if it is made to:

- (a) a senior manager of the body or a related body or their spouse, parent, child, brother or sister; or
- (b) a body corporate controlled by a person referred to in paragraph (a).

Qualifications on Participation

- A.7 The scheme the subject of the Award Agreement and the Plan and this Addendum is a tax deferred scheme for the purposes of Australian taxation laws.
- A.8 Options granted under the Award Agreement and the Plan may be granted on terms to the effect that the Options are subject at all times to forfeiture conditions or limitations on disposal. For the purposes of this clause, forfeiture conditions means, in addition to those set out in the Award Agreement and Plan, the conditions (if any) determined by the Board or the Committee that will result in the Option lapsing if satisfied, as set out in the relevant offer document relevant to the Participant. Such forfeiture conditions could include, without limitation, minimum periods of employment and/or minimum holding periods.

- A.9 While Options granted to Participants who are residents in Australia for tax purposes are subject to clauses A.7 and A.8 of this Addendum, if the Board determines that the Participant:
- (a) has committed an act of fraud;
 - (b) is ineligible to hold their office for the purposes of Part 2D.6 of the Corporations Act; or
 - (c) is found to have acted in a manner that the Board considers to be gross misconduct or in such other circumstances as may be specified in the invitation to acquire Options,

the Participant will forfeit any right or interest in the Option.

TAX CONSEQUENCES

A.10 THIS TAX SUMMARY IS GENERAL INFORMATION ONLY AND MUST NOT BE RELIED UPON BY ANY PERSON IN DECIDING WHETHER OR WHEN TO EXERCISE AN OPTION OR ENTER INTO THE AWARD AGREEMENT. EACH PERSON SHOULD CONSULT HIS OR HER OWN TAX ADVISOR REGARDING THESE MATTERS. FOR THE AVOIDANCE OF DOUBT, CLAUSES A.10 TO A.12 DO NOT FORM PART OF ANY AWARD AGREEMENT BETWEEN THE PARTICIPANT AND THE COMPANY.

A.11 This summary is intended to be used solely for general information purposes and does not constitute a specific representation to any Participant or form part of the Award Agreement or take into account any Participant's particular financial, taxation or investment circumstances. A Participant's particular situation may be such that some variation to these general observations is applicable to that Participant. In addition, the Australian tax laws and regulations are revised frequently and may change again in the future. Each Participant is urged to consult a tax advisor before entering into the Award Agreement, before exercising any Option, and before disposing of any Shares acquired under the Award Agreement.

A.12 The summary below assumes that each Option is granted and issued at a discount.

- (a) Initial Grant of Options. The grant of an Option at a discount generally creates a tax liability for the recipient of the discount. However, recipients may qualify for a deferral of this liability if they have a real risk of losing the shares provided under the Option, or, in line with the application of Subdivision 83A-C of the Income Tax Assessment Act 1997(Cth) (subject to the requirements of this Act), there are restrictions placed on the exercise of the Option. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in that Act).

- (b) Deferred taxing point. The taxing point in tax-deferred schemes is generally the earliest of:
- (i) when there is no risk of forfeiting the Option and any restrictions on their sale are lifted;
 - (ii) when the employee has exercised their right to acquire the shares under the Option, and there is no risk of forfeiting the resulting share ;
 - (iii) when the employee ceases the relevant employment; or
 - (iv) 15 years after the Options were acquired.
- (c) Disposal of the Shares. If the Participant sells his or her shares (or they are sold on behalf of the Participant) the Participant may be subject to capital gains tax (“CGT”) in Australia. The "base cost" of the shares will be the amount the Participant paid for them (i.e. the exercise price) plus the amount assessed to income tax on the Option. If the Participant sells his or her shares immediately after exercise of the Option, this may result in a no gain/no loss transaction for CGT purposes. If the Participant sells his or her shares later than this, the sale may result in a gain or a loss for CGT purposes depending on the sale price.
- If the Participant who is an Australian tax resident holds his or her shares for over twelve months before selling them the Participant will be entitled to the general 50% discount on any taxable capital gain the Participant may make. The position is more complicated if the Participant has current-year or brought-forward capital losses.
- (d) Withholding tax. There are generally no withholding tax obligations on the Employer in respect to any assessable income arising out of the taxation impacts of equity incentive plan interests; however the Employer will have some reporting obligations to the Australian Taxation Office.

CANADA

The following terms and conditions will apply in the case of grants to Canadian residents and to those individuals who are otherwise subject to the laws of Canada.

1. Settlement in Shares Only. Notwithstanding any provision in the Agreement or Plan to the contrary, the grant of the Option does not provide any right for Participant to receive a cash payment. The Option shall be settled in Shares only.

2. Method of Payment. The following provision supplements Section 5 and 6 of the Agreement:

The Company shall have no right to retain or withhold any Shares otherwise required to be delivered to the Participant in order to satisfy the payment of the Option or to satisfy any tax withholding obligations attributable to the exercise of the Option. The Participant shall not be permitted to satisfy any payment or tax withholding obligations related to the exercise of an Option by delivering Shares to the Company or by electing to have the Company withhold a portion of the Shares otherwise required to be delivered to him or her upon exercise of such Option. Notwithstanding the preceding, if the Participant so elects and the Company in its sole discretion agrees, the Company may redeem for cash a portion of that Participant's Option and apply the cash on behalf of the Participant in satisfaction of the payment or tax withholding obligation attributable to the exercise of an Option. If any Participant makes such an election and the Company has agreed with any such election, then the Company further covenants that it will elect, pursuant to subsection 110(1.1) of the Income Tax Act (Canada) and any similar legislation of a Canadian province (the collectively the "**Tax Act**") in prescribed form and in prescribed manner in respect of the exercise of the Option held by the Participant for which the Participant is entitled to a deduction under subsection 110(1)(d) of the Tax Act, that neither the Company nor any person who does not deal at arm's length (within the meaning of the Tax Act) with the Company will deduct in computing income for the purposes of the Tax Act any amount (other than designated amounts permitted under the Tax Act) in respect of a payment made to the Participant in consideration for the surrender of the Participant's Option. The Company will provide such Participant with evidence in writing of such election.

3. Termination of Employment. The following provision replaces Section 9(o) of the Agreement:

In the event Participant's status as a Service Provider is terminated (regardless of the reason for such termination and whether or not later found to be invalid or in breach of local employment laws or the terms of Participant's employment or service agreement, if any), any portion of the Option and Participant's right to vest in the Option, if any, will terminate effective as of the earliest of the following dates: (i) the date on which Participant's status as a Service Provider is terminated; (ii) the date Participant receives written notice of termination of Participant's status as a Service Provider from the Company or one of its Subsidiaries or affiliates; or (iii) the date Participant is no longer actively employed by or actively providing services to the Company or one its Subsidiaries or affiliates (regardless of any notice period or period of pay in lieu of such notice mandated under the employment laws in Canada or the terms of Participant's employment or service agreement, if any). The Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Option (including whether Participant may still be considered to be providing services while on a leave of absence).

4. Data Privacy. The following provision supplements Section 10 of the Agreement:

If Participant is a resident of Quebec, Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Employer, the Company, its Subsidiaries and affiliates and the Company's broker, or such stock plan service provider that may be selected by the Company to assist with the implementation, administration and management of the Plan to disclose and discuss the Plan with their respective advisors. Participant further authorizes the Employer, the Company and its Subsidiaries or affiliates to record such information and to keep such information in Participant's employee file.

5. Language Consent. The following terms and conditions apply to Participants resident in Quebec:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement relatif à la langue utilisée. Les parties reconnaissent avoir exigé que cette convention («Agreement») soit rédigée en anglais, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente.

Notifications for Canadian Participants

Securities Law Information. Participant is permitted to sell Shares acquired through the Plan through the designated broker appointed by the Company, provided the resale of shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the shares are listed (i.e., Nasdaq Global Market).

Exercise Price Per Share. To the extent applicable, the Exercise Price per Share has been set in good faith compliance at an amount which the Company believes is no less than the fair market value of the Common Stock of the Company as of the Date of Grant. Notwithstanding the foregoing, there is no guarantee that the Canada Revenue Agency or any other applicable taxation authority will agree with such valuation and, by signing the Agreement, the undersigned Participant confirms and agrees that the Company shall not be held liable for any applicable costs, taxes, or penalties associated with this Option if, in fact, the Canada Revenue Agency or any other applicable taxation authority were to determine a different valuation.

CHINA

The following terms and conditions will apply in the case of grants to Chinese residents and to those individuals who are otherwise subject to the laws of China.

Method of Exercise: Section 4(b) shall be amended such that the Option shall be exercised using the Notice of Exercise at Exhibit D.

FRANCE

Notwithstanding anything to the contrary in the Agreement, this Addendum or the Plan as modified by the Rules of the Fluidigm Corporation 2011 Equity Incentive Plan for Options Granted to French Participants, if Participant qualifies for participation in the French-qualified regime provided by Sections L. 225-177 to L. 225-186-1 of the French Commercial Code, as amended, any Option that may be granted to Participant shall be granted under and subject to the Rules of the Fluidigm Corporation 2011 Equity Incentive Plan for Options Granted to French Participants (the “**French Sub-Plan for Options**”) and the Agreement, incorporated herein by reference. The Company has adopted the French Sub-Plan for Options for the purpose of granting Options that qualify for the specific income tax and/or social security regime in France, as set forth in the French Sub-Plan for Options (“**French-Qualified Options**”). Certain events may affect the status of the Options as French-Qualified Options or the underlying Shares and this Award of Options or the underlying Shares may be disqualified in the future. The Company does not make any undertaking or representation to maintain the qualified status of these Options or of the underlying Shares and Participant will not be entitled to any damages if the Option no longer qualifies as a French-Qualified Option.

This Addendum is made as of the Date of Grant and pertains to and is made a part of the Agreement between the Company and Participant. All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the Agreement or French Sub-Plan for Options. In the event of any inconsistency between the Agreement and this Addendum, this Addendum shall prevail. To the extent that any term is defined in the Plan, the French Sub-Plan for Options, the Agreement and/or this Addendum, for purposes of this Award, the definitions in the French Sub-Plan for Options shall prevail.

1. Stock Ownership Limitation

(a) No rights to Shares may be granted to a French Participant who owns 10% or more of the share capital of the Company. Grants of French-Qualified Options shall not result in any French Participant owning more than ten percent (10%) of the Company’s share capital.

(b) The number of Shares granted to French Participant under the Agreement shall not exceed 10% of the total number of shares of Common Stock of the Company.

2. Death. Irrespective of the provision of the Agreement, in the event of the death of Participant prior to termination of employment, all French-Qualified Options shall become immediately vested and exercisable and may be exercised in full by his or her heirs, the legal representative of his or her estate or by the legatee of the French-Qualified Options under his or her last will, for the six-month period following the date of Participant’s death. In the event of death of Participant after termination of employment but prior to the expiration of the French-Qualified Options, all French-Qualified Options which were vested as of the date of termination of employment may be exercised in full by his or her heirs, the legal representative of his or her estate or by the legatee of the French-Qualified Options under his or her last will, for the six-month period following the date of Participant’s death. Any French-Qualified Option that remains unexercised shall expire six months following the date of the Participant’s death.

3. Closed Periods. To the extent applicable to the Company, the Company will not grant French-Qualified Options during the closed periods required under Section L 225-177 of the French Commercial Code, as amended, which is as follows:

- i. before the end of a period of 20 trading days following the issuance of a coupon granting the right to receive dividends or to purchase shares of stock of the Company;
- ii. within a period of ten trading days before and after the disclosure to the public of the Company's consolidated financial statements or the annual statements;
- iii. from the date that the corporate management of the Company becomes aware of information that could, if it were disclosed to the public, have a material effect on the quotation price of its stock, until ten trading days after the day such information is disclosed to the public.

4. Data Protection. The Company will be responsible for any notifications, applications or prior authorization required under Applicable Laws in order to comply with Section 10 of the Agreement.

5. French Language Representation. **Je reconnais expressément par les présentes, que je comprends et parle parfaitement la langue anglaise, que j'ai eu le temps nécessaire pour entièrement lire et parfaitement comprendre le présent contrat ainsi que l'ensemble des documents et annexes s'y afférant et que j'ai eu l'opportunité de m'en entretenir avec les conseils de mon choix.** *(I represent that I perfectly speak and understand the English language, that I had enough time to review and understand this Agreement as all the related documents and appendix and that I had the opportunity to obtain advice from the counsel of my choice.)*

GERMANY

The following terms and conditions (the "**German Addendum**") will apply in the case of grants of Options to German residents and to those individuals who are otherwise subject to the laws of Germany.

1. Applicability of the German Addendum. The Option shall also be governed by the terms of the German Addendum to the extent it amends or modifies the Plan, the Notice of Grant and the Agreement.

2. Method of Payment. In addition to the methods of payment set out in Section 5 of the Terms and Conditions of Stock Option Grant a German Participant shall be permitted to pay the aggregate Exercise Price by wire transfer to a bank account to be designated by the Company.

3. Tax Obligations. Stock Options granted to a tax resident of Germany by his/her Employer or a party related thereto are to be considered a taxable benefit for such employee. Such tax benefit is subject to German wage tax withholding and to German income tax on salary at the personal tax rate of such employee. Under applicable German wage tax withholding provisions, these taxes also have to be withheld if the tax benefit is granted by a group company of the Employer. Under the Plan and the Agreement, the Option is not transferable or assignable except by will or by the laws of descent. Pursuant to Section 6 (c) of the Plan, the Exercise Price of the Option is calculated on a percentage of the Fair Market Value per Share at the date of the grant. The taxable benefit is calculated as the difference between the Fair Market Value of the Shares at the time of exercise of the Option and the Exercise Price paid. No German wage tax withholding will be triggered if the Option is not exercised, ceases to exist or if the Exercise Price is equal to the Fair Market Value of the Shares obtained.

We recommend that you consult with a tax adviser in Germany if you have questions relating to the tax consequences of participation in and the exercise of rights under the Plan.

4. German Language Representation. Ich versichere, dass ich die englische Sprache beherrsche und dass ich ausreichend Zeit hatte, diese Vereinbarung und alle damit zusammenhängenden Dokumente und Anlagen zu prüfen und die Gelegenheit hatte, Rat von Beratern meiner Wahl einzuholen. (*I represent that I have command of the English language, that I had enough time to review and understand this Agreement as all the related documents and appendix and that I had the opportunity to obtain advice from the counsel of my choice.*)

ITALY

Terms and Conditions

Method of Exercise. This provision replaces Section 4(b) of the Agreement:

Notwithstanding anything to the contrary in the Agreement, you must exercise the Option using the cashless-sell-all exercise method. To complete a cashless-sell-all exercise, you must instruct the broker designated by the Company to: (i) immediately sell all of the Exercised Shares issued upon exercise; (ii) use the proceeds to pay the Exercise Price, applicable brokerage fees and Tax-Related Items; and (iii) remit the balance in cash to you. If you do not complete this procedure, the Company may refuse to allow you to exercise the Option. The Company reserves the right to provide you with additional methods of exercise depending on local developments.

Data Privacy. This provision replaces Section 10 of the Agreement:

Participant understands that the Company and the Employer as a data processor of the Company may hold certain personal information about Participant, including, but not limited to, Participant's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any Subsidiary, details of all Options or any other entitlement to shares of stock or equivalent benefits awarded, purchased, canceled, exercised, vested, unvested or outstanding in Participant's favor, and that the Company and the Employer will process said data and other data lawfully received from third party (collectively, "Personal Data") for the exclusive purpose of managing and administering the Plan and complying with Applicable Laws, regulations and Community legislation.

Participant also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan.

Participant understands that Personal Data will not be publicized, but it may be accessible by the Employer as a data processor of the Company and within the Employer's organization by its internal and external personnel in charge of processing. Furthermore, Personal Data may be transferred to banks, other financial institutions or brokers involved in the management and administration of the Plan. Participant understands that Personal Data may also be transferred to the independent registered public accounting firm engaged by the Company, and also to the legitimate addressees under Applicable Laws. Participant further understands that the Company and its Subsidiaries will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of Participant's participation in the Plan, and that the Company and its Subsidiaries may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom Participant may elect to deposit any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing Participant's participation in the Plan. Participant understands that these recipients may be acting as controllers, processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States or elsewhere, in countries that do not provide an adequate level of data protection as intended under Italian privacy law.

Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Personal Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan.

Participant understands that Personal Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Personal Data is collected and with confidentiality and security provisions as set forth by Applicable Laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Personal Data abroad, including outside of the European Economic Area, as specified herein and pursuant to Applicable Laws and regulations, does not require Participant's consent thereto as the processing is necessary to performance of law and contractual obligations related to implementation, administration and management of the Plan. Participant understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, he or she has the right at any moment to, including, but not limited to, obtain confirmation that Personal Data exist or not, access, verify their content, origin and accuracy, delete, update, integrate, correct, block or stop, for legitimate reason, the Personal Data processing. To exercise privacy rights Participant should contact the Employer. Furthermore, Participant is aware that Personal Data will not be used for direct marketing purposes. In addition, Personal Data provided can be reviewed and questions or complaints can be addressed by contacting Participant's human resources department.

Plan Document Acknowledgment.

By accepting the Award, Participant acknowledges that he or she has received a copy of the Plan, the Notice of Grant, the Agreement and this Addendum and has reviewed the Plan, the Notice of Grant, the Agreement and this Addendum in their entirety and fully accepts all provisions thereof. Participant further acknowledges that he or she has read and specifically and expressly approves the following provisions of the Agreement: (i) Section 6: Tax Obligations; (ii) Section 9: Acknowledgments; (iii) Section 11: English Language (iv) Section 12: Rights as Stockholder; (v) Section 15: Non-Transferability of Option; (vi) Section 24: Amendment, Suspension or Termination of the Plan; and (vii) Section 25: Governing Law, as well as the Method of Exercise and Data Privacy sections included in this Addendum.

JAPAN

There are no country specific provisions.

MALAYSIA

Notification

Director Notification Information.

If Participant is a director of a Malaysian Subsidiary, Participant is subject to certain notification requirements under the Malaysian Companies Act 1965. Among these requirements is an obligation to notify the Malaysian Subsidiary in writing when Participant receives or disposes of an interest (*e.g.*, Options or Shares) in the Company or any related company. This notification must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

THE NETHERLANDS

The following terms and conditions will apply in the case of grants to Dutch residents and to those individuals who are otherwise subject to the laws of the Netherlands.

1. Disability. The following provision substitutes Section 2(m) of the Plan:

"Disability" means the Service Provider's incapacity to perform his or her contractual services/duties, due to sickness or medical impediments, as referred to in article 7:669 para 3 sub (b) of the Dutch Civil Code, provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may for the purpose of this Plan determine that such incapacity shall be considered to exist in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time."

2. One-time event. The award of an Option under this Agreement is a one-time event.

SINGAPORE

Notifications

Securities Law Information. The Option is being granted pursuant to the "Qualifying Person" exemption under Section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the Option is subject to Section 257 of the SFA and Participant will not be able to sell, or offer for sale, Shares acquired pursuant to the Option Units in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than Section 280) of the SFA or after six months from the Date of Grant.

Director Notification Obligation. The Chief Executive Officer, directors, associate directors, and shadow directors of a Singaporean Parent, Subsidiary or affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singaporean Parent, Subsidiary or affiliate in writing within two business days of any of the following events: (i) the acquisition or disposal of an interest (*e.g.*, Options granted under the Plan or Shares) in the Company or any Parent, Subsidiary or affiliate, (ii) any change in previously-disclosed interests (*e.g.*, exercise of Options or sale of Shares), or (iii) becoming the Chief Executive Officer, a director, associate director or shadow director of a Parent, Subsidiary or affiliate in Singapore, if the individual holds such an interest at that time.

THE UNITED KINGDOM

The following terms and conditions will apply to a Participant who is UK tax resident at the time of grant of the Option.

1. **Participants:** No Option may be granted to a Participant who is not an Employee. The definition of Employee in the Plan shall be amended to exclude non-executive directors.
2. **Method of Payment.** Section 5(d) shall not apply.
3. **Tax Obligations:** Section 6 of the Agreement shall be supplemented by the following:

In accepting the grant of the Option, the Participant hereby agrees with and undertakes to the Company, and any other company which is a "secondary contributor" in respect of Class 1 National Insurance contributions ("NICs") payable in respect of the vesting, exercise or release of the Award of Options (the "**Secondary Contributor**") that:

(a) the Secondary Contributor may recover from the Participant the whole of any such employer's NIC liability; and

(b) the Participant, at the request of the Company, shall join with the Secondary Contributor in making an election (in such terms and such form and subject to such approval by HM Revenue & Customs) as provided in paragraph 3B of Schedule 1 to the Social Security Contributions and Benefits Act 1992) for the whole or any liability of the Secondary Contributor to such employer's NICs to be transferred to the Participant.

Further, without limitation to Section 6 of the Agreement, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or, if different, the Employer or by HMRC (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and, if different, the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC on Participant's behalf (or any other tax authority or any other relevant authority).

EXHIBIT C

FLUIDIGM CORPORATION

2011 EQUITY INCENTIVE PLAN

EXERCISE NOTICE

Fluidigm Corporation
7000 Shoreline Court, Suite 100
South San Francisco, CA 94080

Attention: Stock Plan Administrator

1. Exercise of Option. Effective as of today, _____, _____, the undersigned ("**Purchaser**") hereby elects to purchase _____ shares (the "**Shares**") of the Common Stock of Fluidigm Corporation (the "**Company**") under and pursuant to the 2011 Equity Incentive Plan (the "**Plan**") and the Stock Option Agreement (including the Notice of Stock Option Grant and all Addenda thereto) dated (the "**Agreement**"). The purchase price for the Shares will be \$ _____, as required by the Agreement.

2. Delivery of Payment. Purchaser herewith delivers to the Company the full purchase price of the Shares and any required tax withholding to be paid in connection with the exercise of the Option. Should any tax or social security contribution be due by the Company (or Participant's employer) due to the exercise of the Option or the disposition of the Shares, Participant hereby agrees that the corresponding amount may be withheld on the proceeds due to Participant from any sale of the Shares by the broker previously selected by the Company to be used by Participant and such amount shall be directly paid to the Company so that the Company may pay the relevant taxing authorities any amounts due.

3. Representations of Purchaser. Purchaser acknowledges that Purchaser has received, read and understood the Plan and the Agreement and agrees to abide by and be bound by their terms and conditions. Further, Purchaser represents and warrants to the Company that the Purchaser's participation in the Plan is voluntary and the Purchaser has not been induced to participate in the Plan by expectation of engagement, appointment, employment, continued engagement, continued appointment or continued employment, as applicable.

4. Rights as Stockholder. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the Shares, no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to the Option, notwithstanding the exercise of the Option. The Shares so acquired will be issued to Purchaser as soon as practicable after exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance, except as provided in Section 13 of the Plan.

5. Tax Consultation. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

6. Entire Agreement; Governing Law. The Plan and Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to the subject matter hereof, and may not be modified adversely to the Purchaser's interest except by means of a writing signed by the Company and Purchaser. This agreement is governed by the internal substantive laws, but not the choice of law rules, of California.

7. Residents of Quebec, Canada and France. Je reconnais expressément par les présentes, que je comprends et parle parfaitement la langue anglaise, que j'ai eu le temps nécessaire pour entièrement lire et parfaitement comprendre le présent contrat ainsi que l'ensemble des documents et annexes s'y afférant et que j'ai eu l'opportunité de m'en entretenir avec les conseils de mon choix. (I represent that I perfectly speak and understand the English language, that I had enough time to review and understand this agreement as all the related documents and appendix and that I had the opportunity to obtain advice from the counsel of my choice.)

Submitted by:

PURCHASER

«first_name» «last_name»

Address:

Accepted by:

FLUIDIGM CORPORATION

By

Its

Date Received

EXHIBIT D

FLUIDIGM CORPORATION (THE "COMPANY")

2011 EQUITY INCENTIVE PLAN

CHINA EXERCISE NOTICE

Fluidigm Corporation
7000 Shoreline Court, Suite 100
South San Francisco, CA 94080

Attention: Stock Plan Administrator

By your signature below, you agree that you are exercising your Stock Option ("**Equity Incentive**") subject to the terms and conditions of the Company's 2011 Equity Incentive Plan (the "**Plan**"), the agreements evidencing the applicable Equity Incentive (the "**Agreements**") and the related Grant and Exercise Notice (the "**Notice**"). Capitalized terms that are not defined in this Notice have the meanings given to them in the Plan.

Purchaser: _____

Address: _____

Local taxpayer I.D. number: _____

Total number of Shares now being exercised: _____

Option Grant Date: _____

A. 1. Independent Tax Advice

You acknowledge that determining the actual tax consequences to you of exercising the Equity Incentive may be complicated. These tax consequences will depend, in part, on your specific situation and may also depend on the resolution of currently uncertain tax law, and other variables not within the control of the Company. You are aware that you should consult a competent and independent tax advisor for a full understanding of the specific tax consequences to you prior to exercising the Equity Incentive. Prior to exercising the Equity Incentive, you either have consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the exercise of the Equity Incentive in light of your specific situation or have had the opportunity to consult with such a tax advisor but chose not to do so.

B. 2. Withholding

As described in the Agreement, you will make arrangements satisfactory to the Company for the payment of any federal, state, local or foreign withholding tax obligations that arise upon exercise of the Equity Incentive.

C. 3. General Provisions

3.1 No Waiver. No waiver of any provision of this Notice will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

3.2 Plan and Agreement. This Notice is made pursuant to the provisions of the Plan and the Agreement and will in all respects be construed in conformity with the express terms and provisions of the Plan and the Agreement.

3.3 No Employment or Service Contract. Nothing in this Notice will affect in any manner whatsoever the right or power of the Company, or a Related Company, to terminate your employment or services on behalf of the Company, for any reason, with or without cause. In any cases, any payments in relation to the Equity Incentive will not be deemed as labour remuneration for purpose of severance calculation or other payment calculation.

3.4 Governing Law. This Notice will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, you have executed this Notice on the date indicated below.

Purchaser

Printed Name