

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): September 14, 2019

EVELO BIOSCIENCES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

001-38473
(Commission
File Number)

46-5594527
(I.R.S. Employer
Identification No.)

620 Memorial Drive
Cambridge, Massachusetts 02139
(Address of principal executive offices) (Zip Code)

(617) 577-0300
(Registrant's telephone number, include area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value per share	EVLO	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (ß230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (ß240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On September 14, 2019, Noubar B. Afeyan, Ph.D. resigned as a member of the Board of Directors (the "*Board*") of Evelo Biosciences, Inc. (the "*Company*").

Contemporaneously with Dr. Afeyan's resignation, David R. Epstein was elected as Chairman of the Board to succeed Dr. Afeyan who previously served in this position. In addition, in order that each class of the Board following Dr. Afeyan's resignation consists, as nearly as may be possible, of one-third of the total number of directors then constituting the entire Board, Mr. Epstein agreed to resign as a Class II director effective immediately prior to his appointment as a Class III director, which appointment was effective on September 14, 2019. As a Class III director, Mr. Epstein is to serve until the Company's annual meeting of stockholders to be held in 2021 and until his successor is duly elected and qualified or his earlier death, disqualification, resignation or removal.

In connection with his appointment as Chairman of the Board, the Company entered into a letter agreement with Mr. Epstein (the "*Letter Agreement*") effective September 16, 2019 pursuant to which Mr. Epstein will provide strategic advisory and other consulting services to the Company. The Consulting Agreement has an one year term and may be earlier terminated by either Mr. Epstein or the Company upon 30 days' notice, or 24 hours' notice by the non-breaching party in the event of a breach. In accordance with the terms of the Consulting Agreement, Mr. Epstein was granted an option to purchase 75,000 shares of the Company's common stock for an exercise price of \$7.93, which award vests in 36 equal monthly installments subject to his continued service as Chairman of the Board on the applicable vesting date. Under the Letter Agreement, Mr. Epstein also is entitled to receive (i) an annual equity award on each anniversary of his appointment as Chairman of the Board in the form of an option to purchase shares of the Company's common stock having an aggregate grant date fair market value equal to approximately \$225,000, as determined by the Board in its discretion based on customary option pricing methodologies, which award vests in full on the first anniversary of the grant date, subject to his continued service as Chairman of the Board on the applicable vesting date, and (ii) an aggregate annual cash retainer of \$150,000 for his service as Chairman of the Board and on any committees of the Board (whether as a member or the chair of any such committees). All of the foregoing options, to the extent then outstanding, will be subject to accelerated vesting upon the occurrence of a change in control of the Company. Mr. Epstein has agreed that the foregoing-described compensation is in lieu of, and not in addition to, the compensation provided under the Company's Non-Employee Director Compensation Program (the "*Compensation Program*") and that he will not be entitled to receive any cash or equity compensation provided pursuant to the Compensation Program while receiving the compensation described in the Letter Agreement.

The Company entered into a separate consulting agreement with Mr. Epstein (the "*Consulting Agreement*") effective September 16, 2019 pursuant to which he was granted an option to purchase 75,000 shares of the Company's common stock, which award vests in 36 equal monthly installments subject to his continued provision of consulting services to the Company pursuant to the Consulting Agreement on the applicable vesting date. Under the Consulting Agreement, Mr. Epstein also is entitled to receive (i) an annual equity award on each anniversary of the effective date of the Consulting Agreement in the form of an option to purchase shares of the Company's common stock having an aggregate grant date fair market value equal to approximately \$225,000, as determined by the Board in its discretion based on customary option pricing methodologies, which award vests in full on the first anniversary of the grant date, subject to his continued provision of consulting services to the Company pursuant to the Consulting Agreement on the applicable vesting date, and (ii) an aggregate annual cash consulting fee of \$300,000 for his consulting services. All of the foregoing options, to the extent then outstanding, will be subject to accelerated vesting upon the occurrence of a change in control of the Company.

The foregoing descriptions of Mr. Epstein's Letter Agreement and Consulting Agreement are qualified in their entirety by reference to the full text of the Letter Agreement and the Consulting Agreement, which are filed as Exhibits 10.1 and 10.2 hereto, respectively, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Letter Agreement, dated September 16, 2019, between Evelo Biosciences, Inc. and David R. Epstein
10.2	Consulting Agreement, dated September 16, 2019, between Evelo Biosciences, Inc. and David R. Epstein

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EVELO BIOSCIENCES, INC.

Date: September 18, 2019

By: /s/ Daniel S. Char
Daniel S. Char
General Counsel & Secretary

September 16, 2019

Mr. David R. Epstein
[***]

RE: Compensation for Services as Chairman of Board of Directors

Dear David,

Thank you for agreeing to serve as the Chairman (the "*Chairman*") of the Board of Directors (the "*Board*") of Evelo Biosciences, Inc. (the "*Company*"). This letter memorializes our recent discussion concerning your compensation for serving as the Chairman. The compensation described in this letter will become applicable upon your appointment by the Board as its Chairman.

While serving as the non-employee Chairman, you will be entitled to receive the following cash and equity compensation, unless otherwise determined by the Board:

A. *Cash Compensation.* An annual retainer of \$150,000 for your service on the Board and as the Chairman, and on any committees of the Board (as a member or the chair of any such committees) shall be payable to Remedii LLC, a limited liability company for which you are the managing member. The annual retainer shall be earned on a quarterly basis based on a calendar quarter and shall be paid in cash by the Company in arrears not later than the fifteenth day following the end of each calendar quarter. In the event you do not serve as the Chairman for an entire calendar quarter, the annual retainer paid to you shall be prorated for the portion of such calendar quarter during which you actually served as the Chairman.

B. *Equity Compensation.* Subject to approval by the Board, you shall receive (i) on your appointment as the Chairman, a single grant of options to purchase 75,000 shares of the Company's common stock (the "*Initial Grant*"), and (ii) thereafter on the anniversary of the date of your appointment as the Chairman, annual grants of options to purchase shares of the Company's common stock having an aggregate grant date fair market value equal to approximately \$225,000, as determined by the Board in its discretion based on customary option pricing methodologies ("*Annual Grants*"). The Initial Grant and Annual Grants shall be granted under and shall be subject to the terms and provisions of the Company's 2018 Incentive Award Plan or any other applicable Company equity incentive plan then maintained by the Company (the "*Equity Plan*") and shall be granted subject to award agreements, including attached exhibits, in substantially the form previously approved by the Board. For the avoidance of doubt, the share numbers shall be subject to adjustment as provided in the Equity Plan. The per share exercise price of the Initial Grant and each Annual Grant shall equal the Fair Market Value (as defined in the Equity Plan) of a share of the Company's common stock on the date the option is granted.

The Initial Grant shall vest and become exercisable in thirty-six (36) substantially equal monthly installments following the date of grant, such that the Initial Grant shall be fully vested on the third anniversary of the date of grant, subject to you continuing in service as the Chairman through each such vesting date. Each Annual Grant shall vest and become exercisable on the first anniversary of the date of grant, subject to you continuing in service as the Chairman through each such vesting date. Unless the Board otherwise determines, any portion of the Initial Grant or an Annual Grant which is unvested or unexercisable at the time of your termination of service as the Chairman shall be immediately forfeited upon such termination of service and shall not thereafter become vested or exercisable. The Initial Grant and all Annual Grants shall vest in full immediately prior to the occurrence of a Change in Control (as defined in the Equity Plan), to the extent outstanding at such time. The terms of the Initial Grant and each Annual Grant shall be ten (10) years from the date the option is granted.

The compensation described above is in lieu of, and not in addition to, the compensation provided under the Company's Non-Employee Director Compensation Program (the "*Compensation Program*"). You hereby decline the receipt from the Company of any cash or equity compensation provided pursuant to the Compensation Program while receiving the compensation described in this letter.



Please indicate your agreement to and acceptance of the compensation arrangement described above, including without limitation your declination of cash and equity compensation pursuant to the Compensation Program, by signing your name where indicate below and returning this letter to me.

I look forward to working with you as the Chairman and to your continuing contributions to the success of the Company.

Respectfully,

/s/ Balkrishan "Simba" Gill

Balkrishan "Simba" Gill
Chief Executive Officer

Acknowledged and agreed as of September 16, 2019.

/s/ David R. Epstein
David R. Epstein

Evelo Biosciences, Inc.

Consulting Agreement

This Consulting Agreement (the "*Agreement*"), made as of September 16, 2019, is entered into by **Evelo Biosciences, Inc.**, a Delaware corporation with offices at 620 Memorial Drive, Cambridge, Massachusetts 02139 (the "*Company*"), and **David R. Epstein**, an individual residing at [***] (the "*Consultant*").

WHEREAS, the Company and the Consultant desire to establish the terms and conditions under which the Consultant will provide services to the Company for the Company's business, which presently includes the research, development and/or commercialization of therapeutics and/or diagnostics relating to microorganisms (including microbiota) associated with disease. For the sake of clarity, the Company's business specifically includes the use of one or more microorganisms, progeny or derivatives thereof to prevent, treat or diagnose disease.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Services.

1.1 The Consultant agrees to perform such consulting, advisory and related services to and for the Company as may be reasonably requested from time to time by the Company, including, but not limited to, the services specified on Schedule A to this Agreement (the "*Services*"). It is understood and agreed that you the Consultant will dedicate approximately 50 working days per year to the Company. During the Consultation Period (as defined below) and for a period of one year thereafter, the Consultant shall not engage in any activity that has a conflict of interest with the Company, including without limitation any competitive employment, business or other activity, and shall not assist any other person or organization that competes, or intends to compete, with the Company.

1.2 The Consultant represents and warrants that the Consultant shall provide such Services in a timely manner in strict accordance with the terms of this Agreement and applicable business conduct, regulatory and health and safety guidelines, laws, statutes, rules, regulations, ordinances, and professional and industry codes of conduct which are applicable to the Services and the Consultant's or the Company's business anywhere in the world, including, without limitation: (i) laws and regulations governing the purchase and sale of securities while in possession of material, nonpublic information; (ii) the federal anti-kickback statute (42 U.S.C. §1320a-7b(b)) and state anti-kickback laws; (iii) any applicable national, federal, and state privacy and data protections laws, including the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); (iv) the U.S. Food, Drug and Cosmetic Act, as amended from time to time; (v) any laws or regulation requiring disclosure of any payments made hereunder; and (vi) any laws and regulations relating to anti-corruption, anti-bribery (including but not limited to the United States Foreign Corrupt Practices Act).

1.3 The Consultant represents and warrants that he has not (i) been excluded, debarred, suspended or otherwise made ineligible to exercise their profession and activities under the applicable laws or regulations of any country, or (ii) engaged in any act that would be grounds for such exclusion, debarment or suspension. Upon learning or acquiring knowledge of any facts or circumstances that may lead to actions relating to the representations above (including, without limitation, criminal actions), the Consultant will immediately disclose such facts or circumstances to the Company.

2. Term. This Agreement shall commence on the date hereof and shall continue until the first anniversary of the effective date of this Agreement, unless sooner terminated in accordance with the provisions of Section 4 herein (such period, as it may be extended, being referred to as the "*Consultation Period*").

3. Compensation.

3.1 Consulting Fees. The Company shall pay to the Consultant an annual consulting fee of \$300,000. The fee shall be earned on a quarterly basis based on a calendar quarter and shall be paid in cash by the Company in arrears not later than the fifteenth day following the end of each calendar quarter. In the event the Consultant does not serve as a consultant to the Company pursuant to this Agreement for an entire calendar quarter, the fee paid shall be prorated for the portion of such calendar quarter during which the Consultant actually served as a consultant to the Company. This amount will be subject to periodic review and adjustment at the Company's discretion.

Subject to approval by the Board of Directors of the Company, the Company shall award to the Consultant (i) a single grant of options to purchase 75,000 shares of the Company's common stock (the "*Initial Grant*"), and (ii) thereafter on the anniversary of the effective date of this Agreement annual grants of options to purchase shares of the Company's common stock having an aggregate grant date fair market value equal to approximately \$225,000, as determined by the Board in its discretion based on customary option pricing methodologies ("*Annual Grants*"). The Initial Grant and Annual Grants shall be granted under and shall be subject to the terms and provisions of the Company's 2018 Incentive Award Plan or any other applicable Company equity plan then maintained by the Company (the "*Equity Plan*") and shall be granted subject to award agreements, including attached exhibits, in substantially the form previously approved by the Board. For the avoidance of doubt, the share numbers shall be subject to adjustment as provided in the Equity Plan. The per share exercise price of the Initial Grant and each Annual Grant shall be equal to the Fair Market Value (as defined in the Equity Plan) of one share of the Company's common stock on the date the option is granted. The Initial Grant shall vest and become exercisable in 36 substantially equal monthly installments following the date of grant, such that the Initial Grant shall be fully vested on the third anniversary of the date of grant, subject to the Consultant continuing to provide Service to the Company pursuant to this Agreement through each such vesting date. Each Annual Grant shall vest and become exercisable on the first anniversary of the date of grant, subject to the Consultant continuing to provide Services to the Company pursuant to this Agreement through each such vesting date. Unless the Board otherwise determines, any portion of the Initial Grant or an Annual Grant which is unvested or unexercisable at the time of the termination of this Agreement shall be immediately forfeited upon such termination and shall not thereafter become vested or exercisable. The Initial Grant and all Annual Grants shall vest in full immediately prior to the occurrence of a Change in Control (as defined in the Equity Plan), to the extent outstanding at such time. The terms of the Initial Grant and each Annual Grant shall be ten (10) years from the date the option is granted.

3.2 Expenses. The Company shall reimburse the Consultant for all reasonable and necessary documented out of pocket expenses incurred or paid by the Consultant in connection with, or related to, the performance of the Services. The Consultant shall submit to the Company itemized statements, in a form satisfactory to the Company, of such expenses incurred. The Company shall pay to the Consultant uncontested amounts shown on each such statement within thirty (30) days after receipt thereof.

3.3 Benefits. The Consultant shall not be entitled to any benefits, coverages or privileges, including, without limitation, health insurance, social security, unemployment, medical or pension payments, made available to employees of the Company.

4. Termination. This Agreement may be terminated in the following manner: (a) by either the Company or the Consultant upon not less than thirty (30) days prior written notice to the other party; (b) by the non-breaching party, upon twenty-four (24) hours prior written notice to the breaching party if one party has materially breached this Agreement; or (c) at any time upon the mutual written consent of the parties hereto. In the event of termination, the Consultant shall be entitled to payment for the Services performed and (subject to the limitation in Section 3.2) for expenses paid or incurred prior to the effective date of termination that have not been previously paid. Such payment shall constitute full settlement of any and all claims of the Consultant of every description against the Company for the Consultant's services under this Agreement. Notwithstanding the foregoing, the Company may terminate this Agreement effective immediately by giving written notice to the Consultant if the Consultant breaches or threatens to breach any provision of Section 1 or 6.

5. Cooperation. The Consultant shall use Consultant's best efforts in the performance of Consultant's obligations under this Agreement. The Company shall provide such access to its information and property as may be reasonably required in order to permit the Consultant to perform the Consultant's obligations hereunder. The Consultant shall cooperate with the Company's personnel, shall not interfere with the conduct of the Company's business and shall observe all rules, regulations and security requirements of the Company concerning the safety of persons and property.

6. Proprietary Information and Inventions.

6.1 Proprietary Information.

(a) The Consultant acknowledges that Consultant's relationship with the Company is one of high trust and confidence and that in the course of Consultant's service to the Company, Consultant will have access to and contact with Proprietary Information (as defined below). The Consultant will not disclose any Proprietary Information to any person or entity other than employees or directors of the Company or use the same for any purposes (other than in the performance of the Services or as a member of the board of directors of the Company) without written approval by an officer of the Company, either during or after the Consultation Period, unless and until such Proprietary Information has become public knowledge without fault by the Consultant.

(b). For purposes of this Agreement, "*Proprietary Information*" shall mean, by way of illustration and not limitation, all information, whether or not in writing, whether or not patentable and whether or not copyrightable, of a private, secret or confidential nature, owned, possessed or used by the Company, concerning the Company's business, business relationships or financial affairs, including, without limitation, any Invention, formula, vendor information, customer information, apparatus, equipment, trade secret, process, research, report, technical or research data, clinical data, know-how, computer program, software, software documentation, hardware design, technology, product, processes, methods, techniques, formulas, compounds, projects, developments, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost, customer, supplier or personnel information or employee list that is communicated to, learned of, developed or otherwise acquired by the Consultant in the course of Consultant's service as a consultant to the Company.

(c) The Consultant's obligations under this Section 6.1 shall not apply to any information that (i) is or becomes known to the general public under circumstances involving no breach by the Consultant or others of the terms of this Section 6.1, (ii) is generally disclosed to third parties by the Company without restriction on such third parties, or (iii) is approved for release by written authorization of an officer of the Company.

(d) The Consultant agrees that all files, documents, letters, memoranda, reports, records, data sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible material containing Proprietary Information, whether created by the Consultant or others, which shall come into the Consultant's custody or possession, shall be and are the exclusive property of the Company to be used by the Consultant only in the performance of Consultant's duties for the Company and shall not be copied or removed from the Company premises except in the pursuit of the business of the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Consultant shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) the termination of this Agreement. After such delivery, the Consultant shall not retain any such materials or copies thereof or any such tangible property.

(e) The Consultant agrees that the Consultant's obligation not to disclose or to use information and materials of the types set forth in paragraphs (b) and (d) above, and the Consultant's obligation to return materials and tangible property set forth in paragraph (d) above extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Consultant.

(f) The Consultant acknowledges that the Company from time to time may have agreements with other persons or with the United States Government, or agencies thereof, that impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. The Consultant agrees to be bound by all such obligations and restrictions that are known to the Consultant and to take all action necessary to discharge the obligations of the Company under such agreements.

6.2 Inventions.

(a) All inventions, ideas, creations, discoveries, computer programs, works of authorship, data, developments, technology, designs, innovations and improvements (whether or not patentable and whether or not copyrightable) which are made, conceived, reduced to practice, created, written, designed or developed by the Consultant, solely or jointly with others or under the Consultant's direction and whether during normal business hours or otherwise, (i) during the Consultation Period if related to the business of the Company or (ii) after the Consultation Period if resulting or directly derived from Proprietary Information (collectively under clauses (i) and (ii), "*Inventions*"), shall be the sole property of the Company. The Consultant hereby assigns to the Company all Inventions and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere and appoints any officer of the Company as the Consultant's duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority. However, this paragraph shall not apply to Inventions which do not relate to the business or research and development conducted or planned to be conducted by the Company at the time such Invention is created, made, conceived or reduced to practice and which are made and conceived by the Consultant not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Consultant further acknowledges that each original work of authorship which is made by the Consultant (solely or jointly with others) within the scope of the Agreement and which is protectable by copyright is a "work made for hire," as that term is defined in the United States Copyright Act.

(b) Upon the request of the Company and at the Company's expense, the Consultant shall execute such further assignments, documents and other instruments as may be necessary or desirable to fully and completely assign all

Inventions to the Company and to assist the Company in applying for, obtaining and enforcing patents or copyrights or other rights in the United States and in any foreign country with respect to any Invention. The Consultant also hereby waives all claims to moral rights in any Inventions.

(c). The Consultant shall promptly disclose to the Company all Inventions and will maintain adequate and current written records (in the form of notes, sketches, drawings and as may be specified by the Company) to document the conception and/or first actual reduction to practice of any Invention. Such written records shall be available to and remain the sole property of the Company at all times.

7. [intentionally left blank]

8. Other Agreements: Warranty.

8.1 The Consultant hereby represents that, except as the Consultant has disclosed in writing to the Company, the Consultant is not bound by the terms of any agreement with any third party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of the Consultant's consultancy with the Company, to refrain from competing, directly or indirectly, with the business of such third party or to refrain from soliciting employees, customers or suppliers of such third party. The Consultant further represents that the Consultant's performance of all the terms of this Agreement and the performance of the Services as a consultant of the Company do not and will not breach any agreement with any third party to which the Consultant is a party (including, without limitation, any nondisclosure or non-competition agreement), and that the Consultant will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any current or previous employer or others.

8.2 The Consultant hereby represents, warrants and covenants that the Consultant has the skills and experience necessary to perform the Services, that the Consultant will perform said Services in a professional, competent and timely manner; that the Consultant has the power to enter into this Agreement and that the Consultant's performance hereunder will not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws.

9. Independent Contractor Status.

9.1 The Consultant shall perform all Services under this Agreement as an "independent contractor" and not as an employee or agent of the Company. The Consultant is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner.

9.2 The Consultant shall have the right to control and determine the time, place, methods, manner and means of performing the Services. In performing the Services, the amount of time devoted by the Consultant on any given day will be entirely within the Consultant's control, and the Company will rely on the Consultant to put in the amount of time necessary to fulfill the requirements of this Agreement. The Consultant will provide all equipment and supplies required to perform the Services. The Consultant is not required to attend regular meetings at the Company. However, upon reasonable notice, the Consultant shall meet with representatives of the Company at a location to be designated by the parties to this Agreement.

9.3 In the performance of the Services, the Consultant has the authority to control and direct the performance of the details of the Services, the Company being interested only in the results obtained. However, the Services contemplated by the Agreement must meet the Company's standards and approval and shall be subject to the Company's general right of inspection and supervision to secure their satisfactory completion.

9.4 The Consultant shall not use the Company's trade names, trademarks, service names or service marks without the prior approval of the Company.

9.5 The Consultant shall be solely responsible for all state and federal income taxes, unemployment insurance and social security taxes in connection with this Agreement and for maintaining adequate workers' compensation insurance coverage.

10. Remedies. The Consultant acknowledges that any breach of the provisions of Sections 1 or 6 of this Agreement shall result in serious and irreparable injury to the Company for which the Company cannot be adequately compensated by monetary damages alone. The Consultant agrees, therefore, that, in addition to any other remedy the Consultant may have, the Company shall be entitled to enforce the specific performance of this Agreement by the Consultant and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages or posting a bond.

11. [intentionally left blank]

12. [intentionally left blank]

13. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party at the address shown above, or at such other address or addresses as either party shall designate to the other in accordance with this Section 13.

14. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

15. Entire Agreement. This Agreement constitute the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

16. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Consultant.

17. Non-Assignability of Contract. This Agreement is personal to the Consultant and the Consultant shall not have the right to assign any of the Consultant's rights or delegate any of the Consultant's duties without the express written consent of the Company. Any non-consented-to assignment or delegation, whether express or implied or by operation of law, shall be void and shall constitute a breach and a default by the Consultant.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction.

19. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to its assets or business, provided, however, that the obligations of the Consultant are personal and shall not be assigned by the Consultant.

20. Interpretation. If any restriction set forth in Section 1 or 6 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

21. Survival. Sections 1.2, 4 through 22 and the last sentence of Section 1.1 shall survive the expiration or termination of this Agreement.

22. Miscellaneous.

22.1 No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

22.2 The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

22.3 In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date and year first above written.

Evelo Biosciences, Inc.

By: /s/ Balkrishan "Simba" Gill /s/ David R. Epstein
Balkrishan "Simba" Gill, Ph.D. **David R. Epstein**
Chief Executive Officer

Schedule A

Description of Services

Strategic advice and guidance for the Company relating to the development and commercialization of biologic and pharmaceutical products, including advice and guidance to the chief executive officer and other executive officers of the Company. Specific areas of strategy may include product candidate selection, clinical trial development strategy, partnering, product launch activities, and portfolio optimization