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): July 7, 2023

EVELO BIOSCIENCES, INC.
(Exact name of registrant as specified in its charter)

Delaware	001-38473	46-5594527
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(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, including 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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

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

Item 1.01. Entry into a Material Definitive Agreement.

Private Placement

On July 7, 2023, Evelo Biosciences, Inc. (the "Company") entered into a Securities Purchase Agreement (the "Purchase Agreement") with the purchasers named therein (the "Investors"), pursuant to which the Company agreed to issue and sell an aggregate of 11,025,334 shares (the "Shares") of the Company's common stock, par value $0.001 per share (the "Common Stock") to the Investors in a private placement (the "Private Placement") for aggregate gross proceeds of approximately $25.5 million, before deducting private placement expenses. The closing of the Private Placement, is subject to customary closing conditions and is expected to occur on or about on July 11, 2023 (the "Closing Date").

Flagship Pioneering ("Flagship") and FMR LLC, two of the Investors in the Private Placement, and their respective affiliates beneficially owned prior to the Private Placement, approximately 45.0% and 14.7%, respectively, of the Company's outstanding Common Stock.

In addition, in connection with the Purchase Agreement, the Company agreed to enter into a Registration Rights Agreement (the "Registration Rights Agreement") with all of the Investors. Pursuant to the Registration Rights Agreement, the Company will agree to prepare and file a registration statement with the Securities and Exchange Commission (the "SEC") within 30 days after the Closing Date, for purposes of registering the resale of the Shares purchased by the Investors in the Private Placement, and any shares of Common Stock issued as a dividend or other distribution with respect to, in exchange for or in replacement of such Shares. The Company will agree to use commercially reasonable efforts to cause such registration statement to be declared effective by the SEC within 45 days after the filing of such registration statement.

The Company has agreed to, among other things, indemnify each Investor, its officers, directors, members, managers, partners, trustees, employees and agents and other representatives, successors and assigns, and each other person, if any, who controls such Investor within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), under the registration statement against certain liabilities incident to the Company's obligations under the Registration Rights Agreement.

The Private Placement is exempt from registration pursuant to Section 4(a)(2) of the Securities Act, as a transaction by an issuer not involving a public offering. The Investors have not acquired the securities with a view to or for sale in connection with any distribution thereof in violation of the Securities Act and appropriate legends have been affixed to the securities issued in this transaction.

The foregoing description of the Purchase Agreement and the transactions contemplated thereby do not purport to be complete and are qualified in their entirety by reference to the Purchase Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Waiver and Amendment to Loan Agreement and Eleventh Extension of Standstill Agreement

On July 7, 2023, the Company and Horizon Technology Finance Corporation ("Horizon"), as collateral agent, entered into a Waiver and Amendment to the Venture Loan and Security Agreement and Eleventh Extension of Standstill Agreement (the "Amendment"). The Amendment amends the Venture Loan and Security Agreement, dated as of December 15, 2022 (the "Loan Agreement"), with Horizon, whereby Horizon agreed to forbear exercising remedies on specified potential defaults (which forbearance will cease to apply if specified conditions as set forth in the Amendment are not met), the Company granted a security interest over substantially all of the Company's intellectual property, the Company will pay down on the Closing Date $5.0 million of the principal amount of the loans outstanding under the Loan Agreement, and Horizon will convert $5.0 million of the principal amount of the loans outstanding under the Loan Agreement into shares of Common Stock at a price per share equal to the price paid by the Investors in the Private Placement. The Company also amended the payment schedule and has agreed to prepay up to an additional $10.0 million of the principal amount of the loans outstanding under the Loan Agreement (plus applicable final payments) and Horizon agreed to convert up to an additional $10.0 million of the principal amount of the loans outstanding under the Loan Agreement into equity in the Company, in each case, concurrently with future sales of the Company's equity securities, in amounts equal to 20% of the gross cash proceeds from such equity sales. Horizon further agreed to remove the existing $5.0 million cash financial covenant, and the Company agreed that, upon the failure to achieve specified performance milestones in the future, a $9.0 million cash and cash equivalents covenant would be imposed.

The Private Placement and Horizon's conversion of loan indebtedness into shares of Common Stock are exempt from registration pursuant to Section 4(a)(2) of the Securities Act, as transactions by an issuer not involving a public offering. The Investors and Horizon have not acquired the securities with a view to or for sale in connection with any distribution thereof in violation of the Securities Act and appropriate legends have been affixed to the securities issued in these transactions.

The foregoing description of the Amendment and the transactions contemplated thereby do not purport to be complete and are qualified in their entirety by reference to the Amendment , a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K.

Item 3.02. Unregistered Sales of Equity Securities.

The information contained in Item 1.01 of this Current Report on Form 8-K regarding the Private Placement and Horizon's conversion of loan indebtedness into shares of Common Stock is incorporated by reference into this Item 3.02.

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

Director Resignations

On July 7, 2023, each of Julie H. McHugh, John A. Hohneker, M.D., Iain B. McInnes, M.B.Ch.B., Ph.D., and Theodose Melas-Kyriazi notified the Company of such person's resignation from the Board of Directors (the "Board") of the Company and all associated committees, subject to and effective upon the consummation of the Private Placement. In each case, the resignation of each director was not the result of a disagreement with the Company. In connection with the foregoing resignations, the Board reduced its size from nine to seven directors subject to and effective upon the consummation of the Private Placement.

Jeffrey R. Moore Appointment

On July 7, 2023, upon the recommendation of the Nominating and Corporate Governance Committee of the Board (the "Nominating Committee"), the Board appointed Jeffrey R. Moore to the Board as a Class I director to serve until the Company's annual meeting of stockholders to be held in 2025 and until his successor is duly elected and qualified or his earlier death, disqualification, resignation or removal, subject to and effective upon the consummation of the Private Placement. Mr. Moore was also appointed as the Chair of the Audit Committee of the Board (the "Audit Committee").

Mr. Moore has served as Senior Vice President, Facilities & Venture Debt at Flagship Pioneering ("Flagship"), a company that conceives, creates, resources, and develops first-in-category bioplatform companies to transform human health and sustainability since November 2021 and focuses on leading real estate and venture debt for the company. Prior to this, from June 2019 to November 2021, Mr. Moore served as Chief Financial Officer at Flagship Pioneering Labs, providing financial oversight to approximately 25 Flagship entities. Prior to joining Flagship, Mr. Moore served as Senior Vice President of Finance and Administration at Kaleido Biosciences, Inc., a pharmaceutical company, from June 2017 to June 2019, where he oversaw the company's finance and accounting department as it transitioned to a public company. Mr. Moore has served in similar finance and administrative roles with a number of pharmaceutical companies, including Helicos BioSciences, Inc., Axcella Health, Inc. and PerSeptive Biosystems, Inc. Mr. Moore received a B.S. in agricultural economics from Cornell University and an M.B.A. from Vanderbilt University.

Alexander C. Reynolds Appointment

Also on July 7, 2023, upon the recommendation of the Nominating Committee, the Board appointed Alexander C. Reynolds to the Board as a Class III director to serve until the Company's annual meeting of stockholders to be held in 2024 and until his successor is duly elected and qualified or his earlier death, disqualification, resignation or removal, subject to and effective upon the consummation of the Private Placement. Mr. Reynolds was also appointed as the Chair of the Nominating Committee and a member of the Audit Committee.

Mr. Reynolds serves as Chief Operating Officer, Pioneering Medicines at Flagship. He joined Flagship in May 2020 and is responsible for building the operations model and portfolio strategy for his department. Prior to his role at Flagship, from July 2007 to January 2020, Mr. Reynolds held various roles at Celgene Corporation, a pharmaceutical company, including as Corporate Vice President of the Global Project Leadership team responsible for late-stage development projects in oncology and immunology. Prior to his roles at Celgene, Mr. Reynolds also worked at the U.S. Treasury, The Carlyle Group and Morgan Stanley. Mr. Reynolds received an A.B. in politics from Princeton University and an M.B.A. from the University of Virginia Darden Graduate School of Business.

Each of Messrs. Moore and Reynolds is eligible to participate in the Company's Non-Employee Director Compensation Program, which provides for, among other things: an annual cash retainer of $40,000 and, upon joining the Board, an option to purchase 2,000 shares (on a post-reverse stock split basis) of the Company's Common Stock (the "Initial Equity Award"). Mr. Moore is eligible to receive an annual cash retainer of $15,000 for service as Chair of the Audit Committee, and Mr. Reynolds is eligible to receive an annual cash retainer of $7,500 for service as a member of the Audit Committee and an annual cash retainer of $8,000 for service as Chair of the Nominating Committee. The Initial Equity Award has an exercise price equal to the fair market value of a share of the Company's Common Stock on the grant date, and will vest and become exercisable in thirty-six substantially equal monthly installments following the grant date, subject, to Mr. Moore's and Mr. Reynold's respective continued service on the Board through each applicable vesting date.

Each of Messrs. Moore and Reynolds is expected to enter into the Company's standard indemnification agreement for directors and officers.

Item 7.01 Regulation FD Disclosure.

On July 10, 2023, the Company issued a press release, a copy of which is attached as Exhibit 99.1 to this Current Report on Form 8-K, announcing the pricing of the Private Placement.

The information in this Item 7.01, including Exhibit 99.1 furnished hereunder, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section. Furthermore, the information in this Item 7.01, including Exhibit 99.1 furnished hereunder, shall not be deemed incorporated by reference into the filings of the Company under the Securities Act or the Exchange Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Securities Purchase Agreement, dated as of July 7, 2023, by and among Evelo Biosciences, Inc. and the Investors named therein.
10.2†	Waiver and Amendment to Venture Loan and Security Agreement and Eleventh Extension of Standstill Agreement, dated as of July 7, 2023, by and among Evelo Biosciences, Inc., Horizon Technology Finance Corporation, as Collateral Agent, and the Lenders thereto.
99.1	Press Release, dated as of July 10, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

† Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company will supplementally furnish copies of omitted schedules and exhibits to the SEC or its staff upon its request.

SIGNATURES

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

EVELO BIOSCIENCES, INC.

Date: July 10, 2023

By: /s/ Marella Thorell
Marella Thorell
Chief Financial Officer and Treasurer

Exhibit 10.1

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of July 7, 2023, between Evelo Biosciences, Inc., a Delaware corporation (the "Company"), and each of the investors identified on Schedule I attached hereto (each, including its successors and assigns, an "Investor" and collectively the "Investors").

RECITALS

A. The Company and each Investor is executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (together with the rules and regulations thereunder, the "Securities Act").

B. The Investors, severally and not jointly, wish to purchase from the Company, and the Company wishes to sell and issue to the Investors, upon the terms and subject to the conditions stated in this Agreement, up to an aggregate of $25,468,521.54 (the "Financing Amount") of shares of the Company's Common Stock, par value $0.001 per share ("Common Stock") with each Investor to purchase that number of shares specified opposite such Investor's name on Schedule I attached hereto under the heading "Number of Shares." The shares of Common Stock purchased by Investors pursuant to the terms and conditions hereof are referred to herein as the "Shares."

C. Contemporaneously with the sale of the Shares, the parties hereto will execute and deliver a Registration Rights Agreement, in the form attached hereto as Exhibit A (the "Registration Rights Agreement"), pursuant to which the Company will agree to provide certain registration rights in respect of the Shares to be acquired by such parties pursuant hereto under the Securities Act, and the rules and regulations promulgated thereunder, and applicable state securities laws.

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and each Investor agree as follows:

Article I.
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Acquiring Person" shall have the meaning ascribed to such term in Section 4.4.

"Action" shall have the meaning ascribed to such term in Section 3.1(j).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

"Agreement" has the meaning set forth in the Recitals.

"Applicable Laws" shall have the meaning ascribed to such term in Section 3.1(gg).

"Authorizations" shall have the meaning ascribed to such term in Section 3.1(gg).

"BHCA" shall have the meaning ascribed to such term in Section 3.1(kk).

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Closing" means the closing of the purchase and sale of the Shares pursuant to Section 2.1.

"Closing Date" means the second (2^{nd}) Trading Day after the date hereof, or after the date on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) each Investor's obligation to pay its Subscription Amount and (ii) the Company's obligation to deliver the Shares, in each case, have been satisfied or waived, but in no event later than the fifth (5^{th}) Trading Day following the date hereof.

"Commission" means the Securities and Exchange Commission.

"Common Stock" shall have the meaning ascribed to such term in the Recitals.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Company" has the meaning set forth in the Recitals.

"Company Counsel" means Latham & Watkins LLP, with offices located at 200 Clarendon Street, Boston, MA 02216.

"Company Covered Person" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

"Covered Action" shall have the meaning ascribed to such term in Section 4.6.

"Disclosure Time" means, (i) if this Agreement is signed on a day that is not a Trading Day or after 9:00 a.m. (New York City time) and before midnight (New York City time) on any Trading Day, 9:01 a.m. (New York City time) on the Trading Day immediately following the date hereof and (ii) if this Agreement is signed between midnight (New York City time) and 9:00 a.m. (New York City time) on any Trading Day, no later than 9:01 a.m. (New York City time) on the date hereof.

"Disqualification Event" shall have the meaning ascribed to such term in Section 3.1(nn).

"Environmental Laws" shall have the meaning ascribed to such term in Section 3.1(m)."

"Evaluation Date" shall have the meaning ascribed to such term in Section 3.1(s).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exempt Issuance" means (a) the issuance of shares of Common Stock upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof, (b) the grant or issuance by the Company, or exercise or settlement (in cash, shares of Common Stock or otherwise), of options, restricted stock awards, restricted stock units or any other type of equity award to employees, officers, directors, advisors or consultants of the Company pursuant to employee benefit plans described in the SEC Reports, (c) the filing with the Commission by the Company of a registration statement with the Commission on Form S-8 with respect to employee benefit plans, (d) the sale or issuance of or entry into an agreement to sell or issue shares of Common Stock or securities convertible into or exercisable for Common Stock in connection with any (i) merger, (ii) acquisition of securities, businesses, property or any other assets, (iii) joint ventures, (iv) strategic alliances, (v) equipment leasing arrangements or (vi) debt financing, provided that the aggregate number of shares of Common Stock or securities convertible into or exercisable for shares of Common Stock (on an as-converted or as exercised basis, as the case may be) that the Company may sell or issue or agree to sell or issue pursuant to this clause (d) shall not exceed 5% of the total number of shares of the Company's Common Stock issued and outstanding immediately following the completion of the transactions contemplated by this Agreement, and provided further, that each recipient of shares of Common Stock or securities convertible into or exercisable for Common Stock pursuant to clause (d), shall agree to be bound by substantially similar restrictions as those set forth in Section 4.9 herein, or (e) the issuance of shares of Common Stock to Horizon Technology Finance Corporation pursuant to the Waiver and Amendment to Venture Loan and Security Agreement and Eleventh Extension of Standstill Agreement, dated July 7, 2023, between the Company and Horizon Technology Finance Corporation, as lender and collateral agent.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"FDA" shall have the meaning ascribed to such term in Section 3.1(hh).

"Federal Reserve" shall have the meaning ascribed to such term in Section 3.1(kk).

"GAAP" shall have the meaning ascribed to such term in Section 3.1(h).

"Hazardous Materials" shall have the meaning ascribed to such term in Section 3.1(m).

"Indebtedness" shall have the meaning ascribed to such term in Section 3.1(aa).

"Intellectual Property Rights" shall have the meaning ascribed to such term in Section 3.1(p).

"Investor" has the meaning set forth in the Recitals.

"Investor Party" shall have the meaning ascribed to such term in Section 4.6.

"Investor Questionnaire" shall have the meaning ascribed to such term in Section 2.1.

"Liens" means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" shall have the meaning ascribed to such term in Section 3.1(b).

"Material Contract" means any contract, instrument or other agreement to which the Company is a party or by which it is bound which is material to the business of the Company, including those that have been filed as an exhibit to the SEC Reports pursuant to Item 601(b)(10) of Regulation S-K.

"Material Permits" shall have the meaning ascribed to such term in Section 3.1(n).

"Money Laundering Laws" shall have the meaning ascribed to such term in Section 3.1(ll).

"Officer's Certificate" a certificate signed by the Chief Executive Officer or the Chief Financial Officer to the effect that (i) the representations and warranties of the Company in Section 3.1 hereof are true and correct as of the date of this Agreement, and as of and as if made on the Closing Date, (ii) all obligations, covenants and agreements to be performed or complied with by the Company at or prior to the Closing have been performed or complied with by it, and (iii) all of the conditions set forth in Section 2.3 have been satisfied.

"Per Share Purchase Price" means $2.31.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Placement Agent" means BMO Capital Markets Corp.

"Proceeding" means an action, claim, suit, arbitration, hearing, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Registration Rights Agreement" has the meaning set forth in the Recitals.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such rule.

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(h).

"Securities Act" shall have the meaning ascribed to such term in the Recitals.

"Selling Stockholder Questionnaire" shall have the meaning ascribed to such term in Section 2.1.

"Shares" shall have the meaning ascribed to such term in the Recitals.

"Short Sales" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include locating and/or borrowing shares of Common Stock).

"Subscription Amount" means the amount to be paid for the Shares purchased hereunder as specified opposite such Investor's name on Schedule I attached hereto, under the heading "Aggregate Purchase Price," which shall be equal to the product of (i) the number of Share set forth opposite the name of such Investor under the heading "Number of Shares" on Schedule I attached hereto and (ii) the Per Share Purchase Price.

"Subsidiary" means any subsidiary of the Company as set forth in the SEC Reports, and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means the Nasdaq Global Select Market or any of the following markets or exchanges on which the Common Stock is then listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, all exhibits and schedules hereto, the Officer's Certificate and the Registration Rights Agreement.

"Transfer Agent" means American Stock Transfer & Trust Company, LLC, the current transfer agent of the Company, with a mailing address of 6201 15th Avenue, Brooklyn, New York, 11219, and any successor transfer agent of the Company.

Article II.
PURCHASE AND SALE

1.1 Closing. On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company will issue and sell to each Investor, and such Investor will purchase, severally and not jointly with each other Investor, the number of Shares set forth opposite the name of such Investor under the heading "Number of Shares" on Schedule I attached hereto, in exchange for aggregate total consideration equal to the Subscription Amount set forth opposite the name of such Investor under the heading "Aggregate Purchase Price" on Schedule I attached hereto.

Upon the satisfaction or waiver of the conditions set forth in Section 2.3, the closing of the purchase and sale of the Shares pursuant to this Agreement (the "Closing") shall be held at 10:00 AM (Eastern Time) on the Closing Date at the offices of Latham & Watkins LLP, 200 Clarendon Street, Boston, Massachusetts 02116. At or prior to the Closing, each Investor shall execute any related agreements or other documents required to be executed hereunder, dated on or before the Closing Date, including but not limited to the Investor Questionnaire and the Selling Stockholder Notice and Questionnaire, in the forms attached hereto as Appendix I and Appendix II (the "Investor Questionnaire" and the "Selling Stockholder Questionnaire," respectively) (or similar forms or information reasonably satisfactory to the Company and sufficient in substance for the Company to obtain the information necessary to effect the transactions contemplated by the Transaction Documents).

1.2 Deliveries.

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to each Investor the following:

(i) this Agreement duly executed by the Company;

(ii) a legal opinion of Company Counsel, dated as of the Closing Date, in form and substance reasonably satisfactory to the Investors, which the Investors and the Placement Agent shall be entitled to rely upon;

(iii) the Officer's Certificate;

(iv) a certificate of the Secretary of the Company, dated as of the Closing Date, certifying (x) the Company's Certificate of Incorporation; (y) the Company's Bylaws; (z) resolutions of the Board of Directors (or an authorized committee thereof) approving the Transaction Documents and the transactions contemplated thereby;

(v) a good standing certificate for the Company, issued by the Secretary of State of the State of Delaware, dated not less than five (5) Business Days prior to the Closing Date;

(vi) the Company's wire instructions, on Company letterhead and executed by the Chief Executive Officer or Chief Financial Officer which shall be provided at least one (1) Trading Day prior to the Closing Date;

(vii) the number of Shares set forth opposite the name of such Investor under the heading "Number of Shares" on Schedule I attached hereto, registered in the name of the Investor (or its nominee in accordance with its delivery instructions), with such Shares to be issued in book-entry form;

(viii) a copy of the irrevocable instructions to the Transfer Agent instructing the Transfer Agent to deliver to each Investor (or nominee as instructed by such Investor), at the Closing, the number of Shares opposite the name of such Investor under the heading "Number of Shares" on Schedule I attached hereto registered in the name of the Investor (or its nominee) in accordance with its delivery instructions in book-entry form;

(ix) if requested by an Investor, evidence of the issuance of the Shares to be purchased by such Investor pursuant to this Agreement from the Transfer Agent;

(x) the Company shall have received the Financing Amount at Closing; and

(xi) the Registration Rights Agreement executed by a duly authorized officer of the Company.

(b) On or prior to the Closing Date, each Investor shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by such Investor;

(ii) the Registration Rights Agreement executed by such Investor; and

(iii) such Investor's Subscription Amount via wire transfer of immediately available funds.

1.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the satisfaction (or waiver in writing by the Company) of the following conditions:

(i) the representations and warranties of the Investors contained herein shall be true and correct as of the Closing Date as if made as of the Closing Date (unless such representation or warranty was made as of a specific date, in which case such representation and warranty shall be true and correct as of such date);

(ii) all obligations, covenants and agreements to be performed or complied with by each Investor on or prior to the Closing shall have been performed or complied with by it in all material respects.

(b) The respective obligations of the Investors hereunder in connection with the Closing are subject to satisfaction (or waiver in writing by each Investor solely as to such Investor) of the following conditions:

(i) the representations and warranties of the Company contained herein shall be true and correct as of the date hereof and as of the Closing Date as if made as of the Closing Date (unless such representation or warranty was made as of a specific date, in which case such representation and warranty shall be true and correct as of such date);

(ii) all obligations, covenants and agreements to be performed or complied with by the Company on or prior to the Closing shall have been performed or complied with by it;

(iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement;

(iv) no Material Adverse Effect shall have occurred since the date hereof;

(v) from the date hereof to the Closing Date, trading in the Common Stock shall not have been suspended by the Commission or the Trading Market, nor shall suspension have been threatened either (A) in writing by the Commission or the Trading Market or (B) by falling below the minimum maintenance requirements of the Trading Market, and, at any time prior to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any Trading Market, nor shall a banking moratorium have been declared either by the United States or New York State authorities;

(vi) the Company shall have filed with the Nasdaq Global Select Market a Notification Form: Listing of Additional Shares for the listing of the Shares and shall have received no objections to such form from the staff of The Nasdaq Stock Market, LLC, and the Shares shall be freely tradeable on the Nasdaq Global Select Market subject to compliance with applicable securities laws;

(vii) no governmental authority shall have issued any order, decree or ruling, and no law shall be in effect, enjoining, restraining or otherwise prohibiting any of the transactions contemplated hereby, and the Company shall have obtained all governmental, regulatory or third-party consents and approvals, if any, necessary for the sale and issuance of the Shares, including without limitation, those required by the Nasdaq Global Select Market; and

(viii) the Closing of the purchase of Shares by each Investor shall occur substantially concurrently, provided that a failure by any Investor to provide the deliverables set forth in Section 2.2(b) or satisfy the requirements in Section 2.3(a) shall not affect the timing of the Closing in respect of any other Investor.

Article III.
REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of the Company. The Company hereby makes the following representations and warranties to each Investor and the Placement Agent that the statements contained in this Section 3.1 are true and correct as of the date hereof and as of the Closing Date:

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth in Exhibit 21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022. Except as set forth on Schedule 3.1(o), the Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not have or would not reasonably be expected to have: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, financial condition or results of operations of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect"), and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company, and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith. This Agreement has been duly executed and delivered by the Company and constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable

remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Shares and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any Material Contract; except in the case of each of clauses (ii) and (iii), such as would not have or would not reasonably be expected to have a Material Adverse Effect.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than (i) the filing of the registration statement required to be filed by the Registration Rights Agreement and (ii) the application to the Nasdaq Global Select Market for the listing of the Shares for trading thereon in the time and manner required thereby.

(f) Issuance of the Shares. The Shares are duly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company, except for restrictions on transfer imposed by applicable securities laws. The Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement. The Company is eligible to use a Registration Statement on Form S-3 under the Securities Act and meets the transaction requirements as set forth in General Instruction I.B.l of Form S-3.

(g) Capitalization. The authorized capital stock of the Company consists of 200,000,000 shares of Common Stock and 10,000,000 shares of preferred stock, par value $0.001 per share. The Company's issued and outstanding capital stock is as set forth in the most recent SEC Report containing such disclosure, except that, effective June 29, 2023, the Company has effected a 1-for-20 reverse stock split of its issued and outstanding Common Stock. The Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock to employees pursuant to the Company's employee stock purchase plans and pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents that has not been waived. Except as set forth in the SEC Reports, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any

character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock or the capital stock of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents or capital stock of any Subsidiary. The issuance and sale of the Shares will not obligate the Company or any Subsidiary to issue shares of Common Stock or other securities to any Person (other than the Investors). There are no outstanding securities or instruments of the Company or any Subsidiary with any provision that adjusts the exercise, conversion, exchange or reset price of such security or instrument upon an issuance of securities by the Company or any Subsidiary. There are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. The Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Shares. Except as set forth in the SEC Reports, there are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) SEC Reports: Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two (2) years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports, unless stated therein to the contrary, complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) under the Securities Act. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal year-end audit adjustments.

(i) Material Changes: Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the SEC Reports, except as disclosed in the SEC Reports filed at least one (1) Business Day prior to the date hereof or other than as set forth in Schedule 3.1(i), (i) there has been no event, occurrence or development that has had or that would reasonably be expected to have a Material Adverse Effect, (ii) the

Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Shares contemplated by this Agreement at the time this representation is made or deemed made, no event, liability, fact, circumstance, occurrence or development has occurred or exists with respect to the Company or its Subsidiaries or their respective businesses, prospects, properties, operations, assets, financial condition or results of operations that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made or thereafter that has not been publicly disclosed at least one (1) Trading Day prior to the date hereof.

(j) Litigation. There is no action, suit, inquiry, notice of violation, Proceeding or investigation pending or, to the knowledge of the Company, threatened in writing against the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Shares or (ii) would, if there were an unfavorable decision, have or reasonably be expected to have a Material Adverse Effect. None of the Company, any Subsidiary is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or, to the Company's knowledge, any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Labor Relations. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which would reasonably be expected to have a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Compliance. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would reasonably be expected to result in a default by the Company or any

Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), except for any purported defaults under the Venture Loan and Security Agreement, dated as of December 15, 2022, between the Company and Horizon Technology Finance Corporation, as lender and collateral agent, (ii) is in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as would not have or would not reasonably be expected to have a Material Adverse Effect.

(m) Environmental Laws. The Company and its Subsidiaries (i) are in compliance with all federal, state, local and foreign laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated or approved thereunder ("Environmental Laws"), (ii) have received all permits licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses, and (iii) are in compliance with all terms and conditions of any such permit, license or approval where, in each case of clause (i), (ii) and (iii), the failure to so comply would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(n) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits would not reasonably be expected to have a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of Proceedings relating to the revocation or modification of any Material Permit.

(o) Title to Assets. The Company and the Subsidiaries have good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, other than as set forth in Schedule 3.1(o), in each case free and clear of all Liens, except for (i) Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries, (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made therefor in accordance with GAAP and the payment of which is neither delinquent nor subject to penalties and (iii) Liens disclosed in the SEC Reports. The Company and the Subsidiaries do not own any real property and any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance.

(p) Intellectual Property. The Company and the Subsidiaries own, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their respective businesses as

described in the SEC Reports and which the failure to do so would have a Material Adverse Effect (collectively, the "Intellectual Property Rights"). None of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement, except where such expiration, termination or abandonment would not have or would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except such violation or infringement as would not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing material infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(q) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as the Company believes to be prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business (without an increase in cost of such insurance coverage that would have or reasonably be expected to have a Material Adverse Effect).

(r) Transactions With Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of $120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(s) Sarbanes-Oxley; Internal Accounting Controls. The Company and the Subsidiaries are in material compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. Except as set forth in the SEC Reports, the Company and the Subsidiaries maintain a system of internal accounting controls designed to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company and the Subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e)

and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company and the Subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company and its Subsidiaries that have materially adversely affected, or is reasonably likely to materially adversely affect, the internal control over financial reporting of the Company and its Subsidiaries.

(t) Certain Fees. Other than the Placement Agent's fees, no brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Investors shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 3.1(t) that may be due in connection with the transactions contemplated by the Transaction Documents.

(u) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Shares, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

(v) Registration Rights. Except as disclosed in the SEC Reports and the Registration Rights Agreement or has otherwise been waived, no Person has any right to cause the Company or any Subsidiary to effect the registration under the Securities Act of any securities of the Company or any Subsidiary.

(w) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. Other than as set forth in Schedule 3.1(w), the Company has not, in the twelve (12) months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements. The Common Stock is currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

(x) Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or

would become applicable to the Investors as a result of the Investors and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Shares and the Investors' ownership of the Shares.

(y) Disclosure. All of the disclosure furnished by or on behalf of the Company to the Investors regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The Company acknowledges and agrees that no Investor makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents and other than as set forth in Schedule 3.1(i), the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Purchasers or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information which is not or will not be otherwise disclosed pursuant to Section 4.3.

(z) No Integrated Offering. Assuming the accuracy of the Investors' representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Shares to be integrated with prior offerings by the Company for purposes of any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(aa) Indebtedness. The SEC Reports set forth all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, "Indebtedness" means (x) any liabilities for borrowed money or amounts owed in excess of $50,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of $50,000 due under leases required to be capitalized in accordance with GAAP. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness except for any purported defaults under the Venture Loan and Security Agreement, dated as of December 15, 2022, between the Company and Horizon Technology Finance Corporation, as lender and collateral agent.

(ab) Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries each (i) has made or filed all United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply.

There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction.

(ac) Foreign Corrupt Practices. Neither the Company nor any Subsidiary, nor to the knowledge of the Company or any Subsidiary, any agent or other person acting on behalf of the Company or any Subsidiary, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of FCPA.

(ad) Accountants. Ernst & Young LLP (i) is a registered public accounting firm as required by the Exchange Act and (ii) expressed its opinion with respect to the financial statements included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

(ae) Acknowledgment Regarding Investors' Purchase of Shares. The Company acknowledges and agrees that each of the Investors is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that no Investor is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by any Investor or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Investors' purchase of the Shares. The Company further represents to each Investor that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(af) Acknowledgment Regarding Investor's Trading Activity. Anything in this Agreement or elsewhere herein to the contrary notwithstanding (except for Sections 3.2(h) and 4.10 hereof), it is understood and acknowledged by the Company that: (i) none of the Investors has been asked by the Company to agree, nor has any Investor agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Shares for any specified term; (ii) past or future open market or other transactions by any Investor, specifically including, without limitation, Short Sales or "derivative" transactions, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Company's publicly-traded securities; (iii) any Investor, and counter-parties in "derivative" transactions to which any such Investor is a party, directly or indirectly, presently may have a "short" position in the Common Stock, and (iv) each Investor shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction. The Company further understands and acknowledges that (y) one or more Investors may engage in hedging activities at various times during the period that the Shares are outstanding, and (z) such hedging activities (if any) would reduce the value of the Investors' equity interests in the Company at and after the time that the hedging activities are being conducted. The Company acknowledges that such aforementioned hedging activities do not constitute a breach of any of the Transaction Documents.

(ag) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Shares, (ii) sold, bid for, purchased, or, paid any compensation for

soliciting purchases of, any of the Shares, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

(ah) Applicable Laws. The Company and its Subsidiaries have operated and currently are in compliance in all material respects with all applicable laws, rules and regulations of the jurisdictions in which they are conducting business. Each of the Company and its Subsidiaries (i) is and at all times has been in material compliance with all statutes, rules or regulations applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, marketing, labeling, promotion, sale, offer for sale, storage, import, export or disposal of any product candidate under development, manufactured or distributed by the Company ("Applicable Laws"); (ii) has not received any FDA Form 483, notice of adverse finding, warning letter, untitled letter or other written correspondence or notice from the U.S. Food and Drug Administration ("FDA") or any other similar federal, state, local or foreign governmental or regulatory authority alleging or asserting material noncompliance with any Applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any Applicable Laws to conduct the Company's business as described in the SEC Reports ("Authorizations"); (iii) possesses all material Authorizations and such Authorizations are valid and in full force and effect and neither the Company nor its Subsidiaries is in material violation of any such Authorizations; (iv) has not received notice of any pending or completed Proceeding from the FDA or any other federal, state, local or foreign governmental or regulatory authority or third party alleging that any product candidate operation or activity is in material violation of any Applicable Laws or Authorizations and the Company has no knowledge that the FDA or any other federal, state, local or foreign governmental or regulatory authority or third party is considering any such Proceeding; (v) has not received any unresolved notice that the FDA or any other federal, state, local or foreign governmental or regulatory authority has taken, is taking or intends to take action to limit, suspend, materially modify or revoke any material Authorizations and has no knowledge that the FDA or any other federal, state, local or foreign governmental or regulatory authority is considering such action; and (vi) has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission).

(ai) Stock Option Plans. Each stock option granted by the Company under the Company's stock option plan was granted (i) in accordance with the terms of the Company's stock option plans and (ii) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable law. No stock option granted under the Company's stock option plans has been backdated. The Company has not knowingly granted, and there is no and has been no Company policy or practice to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

(aj) Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company

or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(ak) U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company shall so certify upon Investor's request.

(al) Bank Holding Company Act. Neither the Company nor any of its Subsidiaries or Affiliates is subject to the Bank Holding Company Act of 1956, as amended (the "BHCA") and to regulation by the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Neither the Company nor any of its Subsidiaries or Affiliates owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent or more of the total equity of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its Subsidiaries or Affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve.

(am) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no Action or Proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

(an) Private Placement. The offer and sale of the Shares to the Investors as contemplated hereby is exempt from the registration requirements of the Securities Act. The issuance and sale of the Shares to the Investors as contemplated hereby do not contravene the rules and regulations of Nasdaq Global Select Market. Neither the Company nor any other person or entity authorized by the Company to act on its behalf has engaged in a general solicitation or general advertising (within the meaning of Regulator D of the Securities Act) of investors with respect to offers or sales of Shares pursuant to this Agreement.

(ao) No Rule 506 Disqualifying Activities. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "Disqualification Event") is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable. Other than the Placement Agent, the Company is not aware of any Person (other than any Company Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Shares pursuant to this Agreement. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Placement Agent a copy of any disclosures provided thereunder.

(ap) Cybersecurity. The Company and its Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") are adequate for, and operate and perform in all respects as required in connection with the operation of the business of the Company and its Subsidiaries as currently conducted, and are free and clear of all material Trojan horses, time bombs, malware and other malicious code. The Company and its Subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls designed to maintain and protect the confidentiality, integrity, availability, privacy and security of all sensitive, confidential or regulated data ("Confidential Data") used or maintained in connection with their businesses and Personal Data, and the integrity, availability continuous operation, redundancy

and security of all IT Systems. “Personal Data” means the following data used in connection with the Company’s and its Subsidiaries’ businesses and in their possession or control: (i) a natural person’s name, street address, telephone number, e-mail address, photograph, social security number or other tax identification number, driver’s license number, passport number, credit card number, bank information, or customer or account number; (ii) information that identifies, relates to, or may reasonably be used to identify an individual; (iii) any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; (iv) an individual’s health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual’s application and claims history; (v) any information which would qualify as “protected health information” under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, “HIPAA”); (vi) any information which would qualify as “personal data,” “personal information” (or similar term) under the Privacy Laws; and (vii) any other piece of information that alone, or combined with other information, allows the identification of such natural person, or his or her family, or permits the collection or analysis of any data related to an identified person’s health or sexual orientation. To the Company’s knowledge, there have been no breaches, outages or unauthorized uses of or accesses to the Company’s IT Systems, Confidential Data, and Personal Data. The Company and its subsidiaries are presently, and at all prior times were, in material compliance with all applicable laws or statutes and all judgments and orders binding on the Company, applicable binding rules and regulations of any court or arbitrator or governmental or regulatory authority, and their internal policies and contractual obligations, each relating to the Processing, privacy and security of Personal Data and Confidential Data, the privacy and security of IT Systems and the protection of such IT Systems, Confidential Data, and Personal Data from unauthorized use, access, misappropriation or modification.

(aq) Compliance with Data Privacy Laws. The Company and its subsidiaries are, and at all prior times were, in material compliance with all applicable state and federal data privacy and security laws and regulations regarding the collection, use, storage, retention, disclosure, transfer, disposal, or any other processing (collectively “Process” or “Processing”) of Personal Data, including without limitation HIPAA, the California Consumer Privacy Act, and the European Union General Data Protection Regulation (EU 2016/679) (collectively, the “Privacy Laws”). To ensure compliance with the Privacy Laws, the Company and its Subsidiaries have in place, comply with, and take all appropriate steps necessary to ensure compliance in all material respects with their policies and procedures relating to data privacy and security, and the Processing of Personal Data and Confidential Data (the “Privacy Statements”). The Company and its Subsidiaries have, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, at all times since inception provided accurate notice of its Privacy Statements then in effect to its customers, employees, third party vendors and representatives. None of such disclosures made or contained in any Privacy Statements have been materially inaccurate, misleading, incomplete, or in material violation of any Privacy Laws. The Company further certifies that neither it nor any of its subsidiaries: (i) has received notice of any actual or potential claim, complaint, proceeding, regulatory proceeding or liability under or relating to, or actual or potential violation of, any of the Privacy Laws, contracts related to the Processing of Personal Data or Confidential Data, or Privacy Statements, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any Privacy Law or contract; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any Privacy Law.

(ar) No Additional Agreements. The Company does not have any agreement or understanding with any Investor with respect to the transactions contemplated by the Transaction Documents other than as specified in the Transaction Documents. For the avoidance of doubt,

the Company has not entered into any other purchase agreement with any other Person on or around the date hereof, or any other agreement in connection with any Person's direct or indirect equity investment in the Company that includes terms and conditions that are materially more advantageous to such Person than to any Investor hereunder.

1.2 Representations and Warranties of the Investors. Each Investor, for itself and for no other Investor, hereby represents and warrants as of the date hereof and as of the Closing Date to the Company and the Placement Agent that the statements contained in this Section 3.2 are true and correct as of the date hereof and as of the Closing Date (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Organization; Authority. Such Investor is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by such Investor of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Investor. Each Transaction Document to which it is a party has been duly executed by such Investor, and when delivered by such Investor in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Investor, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Understandings or Arrangements. Such Investor is acquiring the Shares as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Shares (this representation and warranty not limiting such Investor's right to sell the Shares in compliance with applicable federal and state securities laws). Such Investor is acquiring the Shares hereunder in the ordinary course of its business. Notwithstanding the foregoing, if such Investor is purchasing the Shares as a fiduciary or agent for one or more investor accounts, such Investor has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account.

(c) Investor Status. At the time such Investor was offered the Shares, it was, and as of the date hereof it is an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(4), (a)(5), (a)(6), (a)(7), (a)(8), (a)(9), (a)(12) or (a)(13) under the Securities Act.

(d) Experience of Such Investor. Such Investor, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment. Such Investor is able to bear the economic risk of an investment in the Shares and, at the present time, is able to afford a complete loss of such investment.

(e) Disclosure of Information; Exculpation. Such Investor or its advisor has had an opportunity to receive, review and understand all information related to the Company requested by it and to ask questions of and receive answers from the Company regarding the Company, its business and the terms and conditions of the offering of the Shares, and has conducted and

completed its own independent due diligence. Such Investor acknowledges that copies of the SEC Reports are available on the EDGAR reporting system. Based on the information such Investor or its advisor has deemed appropriate, and without reliance on the Placement Agent, the Investor has independently made its own analysis and decision to enter into the Transaction Documents. Such Investor or its advisor is relying exclusively on the representations and warranties of the Company contained in the Transaction Documents, the SEC Reports, and its own sources of information, investment analysis and due diligence (including professional advice it deems appropriate) with respect to the execution, delivery and performance of the Transaction Documents, the Shares and the business, condition (financial and otherwise), management, operations, properties and prospects of the Company, including all business, legal, regulatory, accounting, credit and tax matters. Neither such inquiries nor any other due diligence investigation conducted by such Investor or its advisor shall modify, limit or otherwise affect such Investor's right to rely on the Company's representations and warranties contained in this Agreement. Such Investor acknowledges and agrees that the Placement Agent shall have no liability or obligation on or with respect to the accuracy or completeness, as of any date, of any information set forth in, or any omission from, any valuation or other materials that may have been provided or made available to such Investor in connection with the transactions contemplated hereby.

(f) Restricted Securities. Such Investor understands that the Shares are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold (i) pursuant to an effective registration statement or (ii) pursuant to an exemption from registration under the Securities Act.

(g) Legends. It is understood that, except as provided below, book entries or certificates evidencing the Shares may bear the following or any similar legend:

> "THE OFFER AND SALE OF THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE TRANSFERRED UNLESS (I) THE RESALE OF SUCH SECURITIES HAS BEEN REGISTERED PURSUANT TO THE SECURITIES ACT, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO RULE 144 OR ANOTHER APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT, OR (III) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN AGREEMENT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

If required by the authorities of any state in connection with the issuance of sale of the Shares, the legend required by such state authority.

(h) Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, such Investor has not, nor has any Person acting on behalf of or pursuant to any understanding with such Investor, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that such Investor first received a term sheet (written or oral) from the Company, the Placement Agent or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Notwithstanding the foregoing, (i) in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement and (ii) in the case of an Investor that is affiliated with other funds or investment vehicles or whose investment advisor or sub-advisor that routinely acts on behalf of or pursuant to an understanding with such Investor is also an investment advisor or sub-advisor to other funds or investment vehicles, the representation set forth above shall only apply with respect to the personnel of such other funds or investment vehicles or such investment advisor or sub-advisor who had knowledge of the transaction contemplated hereby and not with respect to any personnel who have been effectively walled off by appropriate information barriers. Other than to other Persons party to this Agreement or to such Investor's representatives, including, without limitation, its officers, directors, partners, legal and other advisors, employees, and agents, such Investor has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). In the case of an Investor whose investment advisor utilized an information barrier with respect to the information regarding the transactions contemplated hereunder after first receiving such term sheet (written or oral) from the Company or such other Person representing the Company, the representation set forth above in this Section 3.2 (h) shall only apply after the point in time when the portfolio manager who manages such Investor's assets was informed of the information regarding the transactions contemplated hereunder and, with respect to the Investor's investment advisor, the representation set forth above shall only apply with respect to any purchases or sales, including Short Sales, of the securities of the Company on behalf of other funds or investment vehicles for which Investor's investment advisor is also an investment advisor or sub-advisor after the point in time when the portfolio manager who manages the assets of such other funds or investment vehicles for which Investor's investment advisor is also an investment advisor or sub-advisor was informed of the information regarding the transactions contemplated hereunder. Notwithstanding anything contained herein or otherwise to the contrary, in constructing the application of this Agreement, it is understood and agreed that this paragraph will not restrict the activities of any person, including person affiliated with or within the Investor or the manager of the Investor that do not have access or knowledge of the information or awareness discussed in this Section 3.2(h).

(i) Placement Agent. Such Investor hereby acknowledges and agrees that it has independently evaluated the merits of its decision to purchase the Shares and that (i) the Placement Agent is acting solely as placement agent in connection with the execution, delivery and performance of the Transaction Documents and is not acting as an underwriter or in any other capacity and is not and shall not be construed as a fiduciary for such Investor, the Company or any other person or entity in connection with the execution, delivery and performance of the Transaction Documents, (ii) the Placement Agent has not made nor will make any representation or warranty, whether express or implied, of any kind or character and the Placement Agent has not provided any advice or recommendation in connection with the execution, delivery and performance of the Transaction Documents and (iii) the Placement Agent will not have any responsibility with respect to (A) any representations, warranties or agreements made by any person or entity under or in connection with the execution, delivery and performance of the

Transaction Documents, or the execution, legality, validity or enforceability (with respect to any person) thereof, or (B) the business, affairs, financial condition, operations, properties or prospects of, or any other matter concerning the Company.

(j) No General Solicitation. Such Investor did not learn of the investment in the Shares as a result of any general solicitation or general advertising.

(k) Brokers and Finders. No Person will have, as a result of the transactions contemplated by the Transaction Documents, any valid right, interest or claim against or upon the Company or an Investor for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of such Investor.

(l) No Government Recommendation or Approval. Such Investor understands that no United States federal or state agency, or similar agency of any other country, has reviewed, approved, passed upon, or made any recommendation or endorsement of the Company or the purchase of the Shares.

(m) No Intent to Effect a Change of Control; Ownership. Such Investor has no present intent to effect a "change of control" of the Company as such term is understood under the rules promulgated pursuant to Section 13(d) of the 1934 Act and under the rules of Nasdaq Global Select Market. Notwithstanding the foregoing, in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement. Except as set forth in its Selling Stockholder Questionnaire or as reflected in a Schedule 13G or Schedule 13D filed with the Commission, as of the date hereof, such Investor is not the owner of record or the beneficial owner of shares of Common Stock or securities convertible into or exchangeable for Common Stock.

(n) No Conflicts. The execution, delivery and performance by such Investor of the Transaction Documents and the consummation by such Investor of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of such Investor or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Investor is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Investor, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Investor to perform its obligations hereunder.

(o) No Rule 506 Disqualifying Activities. If such Investor is a Company Covered Person, such Investor has not taken any of the actions set forth in, and is not subject to, any Disqualification Events.

(p) Residency. Such Investor is a resident of or an entity organized under the jurisdiction specified below its address on the Schedule of Investors, except as otherwise communicated to the Company by the Investor prior to the Closing Date.

The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect such Investor's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby.

Article IV.
OTHER AGREEMENTS OF THE PARTIES

1.1 Furnishing of Information. Until the twenty-four (24) month anniversary of the Closing Date, the Company covenants to use commercially reasonable best efforts to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act.

1.2 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that the Company believes, acting in good faith and after consultation with the Trading Market, would be integrated with the offer or sale of the Shares for purposes of the rules and regulations of any Trading Market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

1.3 Securities Laws Disclosure; Publicity. The Company shall (a) by the Disclosure Time, issue a press release disclosing the material terms of the transactions contemplated hereby, which shall have been previously reviewed by counsel for the Placement Agent, and (b) file a Current Report on Form 8-K, which shall have been previously reviewed by counsel for the Placement Agent, including this Agreement as an exhibit thereto, on or before 8:30 a.m., New York Time on the first (1st) Trading Day following the date of this Agreement. From and after the issuance of such press release, the Company represents to the Investors and the Placement Agent that it shall have publicly disclosed all material, non-public information delivered to any of the Investors by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon the issuance of such press release, the Company acknowledges and agrees that any and all confidentiality or similar obligations under this Agreement, or an agreement entered into in connection with the transactions contemplated by the Transaction Documents, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, agents, employees or Affiliates on the one hand, and any of the Investors or any of their respective officers, directors, agents, employees or investment advisers, on the other hand, shall terminate. The Company and each Investor shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Investor shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company and the Placement Agent, with respect to any press release of any Investor, or without the prior consent of each Investor and the Placement Agent, with respect to any press release of the Company. To the extent any disclosure is required by law or the regulations of the Trading Market, the Company shall provide such Investor with prompt prior notice of such requirement so that the Investor may (a) seek appropriate relief to prevent or limit such disclosure, (b) furnish only that portion of the information which is legally required to be furnished or disclosed, and to the extent reasonably feasible, (c) consult with the Company on content and timing prior to any such disclosure. Notwithstanding anything to the contrary contained herein, without the prior written consent of any applicable Investor, the Company shall not (and shall cause each of its Subsidiaries, affiliates and representatives not to) disclose the name of such Investor or its investment adviser in any filing, announcement, release or otherwise, except as required by law in which case the Company shall comply with the provisions of this Section 4.3.

1.4 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Investor is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Investor would be deemed to trigger the provisions of any

such plan or arrangement, by virtue of receiving Shares under the Transaction Documents or under any other agreement between the Company and the Investors.

1.5 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents and other material information, which in each case shall be disclosed pursuant to Section 4.3, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide any Investor or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto such Investor shall have consented to the receipt of such information and agreed with the Company to keep such information confidential. The Company understands and confirms that each Investor shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company delivers any material, non-public information to an Investor without such Investor's consent, the Company hereby covenants and agrees that such Investor shall not have any duty of confidentiality to the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, agents, employees or Affiliates not to trade on the basis of such material, non-public information, provided that the Investor shall remain subject to applicable law. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Company understands and confirms that each Investor shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

1.6 Indemnification of Investors. Subject to the provisions of this Section 4.6, the Company will indemnify and hold each Investor and its directors, officers, shareholders, members, partners, investment advisers, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls such Investor (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Investor Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Investor Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action or claim instituted or made against the Investor Parties in any capacity, by any stockholder of the Company who is not an affiliate of such Investor Party or any other third party (including a derivative action brought on behalf of the Company) (a "Covered Action"), with respect to, or arising out of or resulting from, any of the transactions contemplated by the Transaction Documents. If any Covered Action shall be brought against any Investor Party in respect of which indemnity may be sought pursuant to this Agreement, such Investor Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Investor Party. Any Investor Party shall have the right to employ separate counsel in any such Covered Action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Investor Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such Covered Action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of such Investor Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any

Investor Party under this Agreement (y) for any settlement by an Investor Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Investor Party's willful misconduct, gross negligence or breach of any of the representations, warranties, covenants or agreements made by such Investor Party in this Agreement or in the other Transaction Documents. The Company shall not, without the prior written consent of the Investor Party, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Investor Party of a release from all liability in respect to such Covered Action, and such settlement shall not include any admission as to fault on the part of the Investor Party. The indemnification required by this Section 4.6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Investor Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

1.7 Listing of Common Stock. The Company hereby agrees to use reasonable best efforts to maintain the listing or quotation of the Common Stock on the Trading Market on which it is currently listed. The Company further agrees, if the Company applies to have the Common Stock traded on any other Trading Market, it will then include in such application all of the Shares, and will use its reasonable best efforts to take such other action as is necessary to cause all of the Shares to be listed or quoted on such other Trading Market as promptly as possible The Company will then take all action reasonably necessary to continue the listing and trading of its Common Stock on a Trading Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Trading Market. The Company agrees to maintain the eligibility of the Common Stock for electronic transfer through the Depository Trust Company or another established clearing corporation, including, without limitation, by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer.

1.8 Subsequent Equity Sales. Unless waived in writing by the Placement Agent, from the date hereof until the earlier of (x) ninety (90) days after the date hereof or (y) the later of (i) the date the registration statement to be filed by the Company pursuant to the Registration Rights Agreement is declared effective by the Commission and (ii) sixty (60) days after the date hereof, if the registration statement to be filed by the Company pursuant to the Registration Rights Agreement has previously been declared effective by the Commission, neither the Company nor any Subsidiary shall issue, enter into any agreement to issue or announce the issuance or proposed issuance of any shares of Common Stock or Common Stock Equivalents. Notwithstanding the foregoing, this Section 4.8 shall not apply in respect of an Exempt Issuance.

1.9 Equal Treatment of Investors. No consideration (including any modification of any Transaction Document) shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of the Transaction Documents unless the same consideration is also offered to all of the parties to such Transaction Document. For clarification purposes, this provision constitutes a separate right granted to each Investor by the Company and negotiated separately by each Investor, and is intended for the Company to treat the Investors as a class and shall not in any way be construed as the Investors acting in concert or as a group with respect to the purchase, disposition or voting of Shares or otherwise.

1.10 Certain Transactions and Confidentiality. Each Investor, severally and not jointly with the other Investors, covenants that neither it nor any Person acting on its behalf or pursuant to any understanding with it will execute any purchases or sales, including Short Sales of any of the Company's securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly

announced pursuant to the initial press release as described in Section 4.3. Each Investor, severally and not jointly with the other Investors, covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company pursuant to the initial press release as described in Section 4.3, such Investor will maintain the confidentiality of the existence and terms of this transaction. Notwithstanding the foregoing, and notwithstanding anything contained in this Agreement to the contrary, the Company expressly acknowledges and agrees that (i) no Investor makes any representation, warranty or covenant hereby that it will not engage in effecting transactions in any securities of the Company after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.3, (ii) no Investor shall be restricted or prohibited from effecting any transactions in any securities of the Company in accordance with applicable securities laws from and after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.3 and (iii) no Investor shall have any duty of confidentiality or duty not to trade in the securities of the Company to the Company or its Subsidiaries after the issuance of the initial press release as described in Section 4.3. Notwithstanding the foregoing, in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's assets, the covenant set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement.

1.11 Removal of Legends. In connection with any sale, assignment, transfer or other disposition of the Shares by an Investor pursuant to Rule 144, pursuant to any other exemption under the Securities Act or pursuant to sale under an effective registration statement such that the purchaser acquires freely tradable shares and upon compliance by the Investor with the requirements of this Section 4.11, if requested by the Investor, the Company shall cause the Transfer Agent to remove any restrictive legends related to the book entry account holding such Shares and make a new, unlegended entry for such book entry Shares sold or disposed of without restrictive legends as soon as practicable of any such request therefor from the Investor and no later than two (2) Trading Days after such request, provided that the Company has received customary representations and other documentation reasonably acceptable to the Company in connection therewith. Subject to receipt by the Company of customary representations and other documentation reasonably acceptable to the Company in connection therewith, upon the earlier of such time as the Shares, (i) have been sold or transferred pursuant to an effective registration statement, (ii) have been sold pursuant to Rule 144, or (iii) are eligible for resale under Rule 144(b)(1) or any successor provision (without the requirement for the Company to comply with the current public information obligations of Rule 144(c)), the Company shall promptly, after receipt of any request therefor from an Investor accompanied by such customary and reasonably acceptable documentation referred to above (A) deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended entry for such book entry Shares and (B) use reasonable best efforts to cause its counsel to deliver to the Transfer Agent one or more blanket opinions to the effect that the removal of such legends in such circumstances may be effected under the Securities Act. From and after the earlier of such dates, upon an Investor's written request, the Company shall promptly cause certificates or book entries evidencing the Investor's Shares to be replaced with certificates or book entries, as the case may be, which do not bear such restrictive legends, provided the provisions of either clauses (i), (ii) or (iii) above, as applicable, are satisfied with respect to such Shares. Notwithstanding the foregoing, promptly following the one-year anniversary of the Closing, the Company shall remove any legend from the book entry position evidencing the Shares then held by non-

affiliates of the Company. The Company shall be responsible for the fees of its Transfer Agent associated with such issuance.

Article V.
MISCELLANEOUS

1.1 Termination. This Agreement may be terminated (a) by written agreement of an Investor as to such Investor's obligations and the Company, or (b) by any Investor, as to such Investor's obligations hereunder only and without any effect whatsoever on the obligations between the Company and the other Investors, by written notice to the other parties, if the Closing has not been consummated on or before the fifth (5^{th}) Trading Day following the date hereof; provided, however, that no such termination will affect the right of any party to sue for any breach by any other party (or parties). The Company shall provide prompt notice of any such termination to each other Investor.

1.2 Fees and Expenses. Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement, except for the reasonable fees and expenses (including without limitation legal fees and expenses) of Flagship Pioneering, which shall be paid by the Company; *provided*, however, that if the Closing is not consummated, the Company's obligation to pay Flagship Pioneering's reasonable fees and expenses shall be limited to an amount up to $50,000. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company), stamp taxes and other taxes and duties levied in connection with the delivery of any Shares to the Investors. The Company shall pay all Placement Agent fees relating to or arising out of the transactions contemplated by this Agreement.

1.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

1.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the time of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, with no rejection notice received, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, with no rejection notice received, (c) the second (2^{nd}) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

1.5 Amendments; Waivers. No provision of this Agreement may be modified, supplemented, waived or amended, except in a written instrument signed by the Company and each Investor and in compliance with Section 4.9. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition

or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

1.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

1.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Investor (other than by merger following the Closing). Any Investor may assign any or all of its rights under this Agreement to any Person to whom such Investor assigns or transfers any Shares, provided that such transferee agrees in writing to be bound, with respect to the transferred Shares, by the provisions of the Transaction Documents that apply to the Investors.

1.8 Third-Party Beneficiaries. The Placement Agent shall be the express third-party beneficiary of the representations and warranties of the Company in Section 3.1 and the representations and warranties of the Investors in Section 3.2. This Agreement is intended for the benefit of the parties hereto, the Placement Agent, the parties named in Section 4.6, and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in this Section 5.8 or Section 4.6.

1.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof (other than Sections 5-1401 and 5-1402 of the General Obligations Law). Each party agrees that all Actions or Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Action or Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Action or Proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Action or Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

1.10 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Shares.

1.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery of a “pdf” format data file (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act,

the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such "pdf" signature page were an original thereof.

1.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

1.13 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever any Investor exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Investor may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

1.14 Replacement of Shares. If any certificate or instrument evidencing any Shares is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Shares.

1.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Investors and the Company will be entitled to seek specific performance under the Transaction Documents.

1.16 Payment Set Aside. To the extent that the Company makes a payment or payments to any Investor pursuant to any Transaction Document or an Investor enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

1.17 Independent Nature of Investors' Obligations and Rights. The obligations of each Investor under any Transaction Document are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance or non-performance of the obligations of any other Investor under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Investor pursuant hereto or thereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group with respect to such obligations or the transactions

contemplated by the Transaction Documents, and the Company acknowledges that the Investors are not acting in concert or as a group. Each Investor shall be entitled to independently protect and enforce its rights including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Investor to be joined as an additional party in any Proceeding for such purpose. Each Investor has been represented by its own separate legal counsel in its review and negotiation of the Transaction Documents. The Company has elected to provide all Investors with the same terms and Transaction Documents for the convenience of the Company and not because it was required or requested to do so by any of the Investors. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company and an Investor, solely, and not between the Company and the Investors collectively and not between and among the Investors.

1.18 Saturdays. Sundays. Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

1.19 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

1.20 WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

EVELO BIOSCIENCES, INC.

By: /s/ Balkrishan (Simba) Gill
Name: Balkrishan (Simba) Gill, Ph.D.
Title: President and Chief Executive Officer

Address for Notice:

Mailing Address: 620 Memorial Drive
Cambridge, MA 02139
E-Mail: [* * *]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR INVESTOR FOLLOWS]

[INVESTOR SIGNATURE PAGES TO EVELO BIOSCIENCES, INC. SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: Alyeska Master Fund, L.P.

Signature of Authorized Signatory of Investor: /s/ Jason Bragg

Name of Authorized Signatory: Jason Bragg

Title of Authorized Signatory: CFO Alyeska Investment Group, LP

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: BARD WORLDWIDE HOLDINGS LIMITED

Signature of Authorized Signatory of Investor: /s/ Elena Nikolaou

Name of Authorized Signatory: Elena Nikolaou

Title of Authorized Signatory: Director

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: Fidelity Growth Company Commingled Pool
By: Fidelity Management Trust Company, as Trustee

Signature of Authorized Signatory of Investor: /s/ Colm Hogan

Name of Authorized Signatory: Colm Hogan

Title of Authorized Signatory: Authorized Signatory

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: Fidelity Mt. Vernon Street Trust : Fidelity Growth Company K6 Fund

Signature of Authorized Signatory of Investor: /s/ Colm Hogan

Name of Authorized Signatory: Colm Hogan

Title of Authorized Signatory: Authorized Signatory

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: Fidelity Mt. Vernon Street Trust: Fidelity Growth Company Fund

Signature of Authorized Signatory of Investor: /s/ Colm Hogan

Name of Authorized Signatory: Colm Hogan

Title of Authorized Signatory: Authorized Signatory

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund

Signature of Authorized Signatory of Investor: /s/ Colm Hogan

Name of Authorized Signatory: Colm Hogan

Title of Authorized Signatory: Authorized Signatory

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: Fidelity Select Portfolios: Biotechnology Portfolio

Signature of Authorized Signatory of Investor: /s/ Colm Hogan

Name of Authorized Signatory: Colm Hogan

Title of Authorized Signatory: Authorized Signatory

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: Flagship Ventures Fund IV, L.P.

Signature of Authorized Signatory of Investor: /s/ Charles Carelli

Name of Authorized Signatory: Charles Carelli

Title of Authorized Signatory: Authorized Signatory of Flagship Ventures Fund IV General Partner LLC, General Partner of Flagship Ventures Fund IV, L.P.

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: Nutritional Health LTP Fund, L.P.

Signature of Authorized Signatory of Investor: /s/ Charles Carelli

Name of Authorized Signatory: Charles Carelli

Title of Authorized Signatory: Authorized Signatory of Nutritional Health LTP Fund General Partner LLC, General Partner of Nutritional Health LTP Fund, L.P.

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: Flagship Pioneering Fund VII, L.P.

Signature of Authorized Signatory of Investor: /s/ Charles Carelli

Name of Authorized Signatory: Charles Carelli

Title of Authorized Signatory: Authorized Signatory Flagship Pioneering Fund VII General Partner LLC, General Partner of Flagship Pioneering Fund VII, L.P.

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: Rimu Capital, Ltd.

Signature of Authorized Signatory of Investor: /s/ Harold McPike

Name of Authorized Signatory: Harold McPike

Title of Authorized Signatory: Director

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Investor: SMRS-TOPE LLC

By: HVST-TOPE LLC
Its Managing Member

By: HarbourVest Partners L.P.
Its Managing

By: HarbourVest Partners LLC
Its General Partner

Signature of Authorized Signatory of Investor: /s/ Matthew H. Cheng

Name of Authorized Signatory: Matthew H. Cheng

Title of Authorized Signatory: Principal

Email Address for Notice to Investor: [* * *]

Mailing Address for Notice to Investor: [* * *]

EIN Number: [* * *]

Name in which Shares should be registered (if different from above):

[SIGNATURE PAGES CONTINUE]

SCHEDULE I

Schedule of Investors

Name and Address	Number of Shares	Aggregate Purchase Price
Alyeska Master Fund, LP [* * *] Email: [* * *] Residence: Cayman Islands	432,900	$999,999.00
Bard Worldview Holdings Limited [* * *] Email: [* * *] Residence: Cyprus	432,900	$999,999.00
Fidelity Growth Company Commingled Pool [* * *] Email: [* * *] Residence: Delaware	864,001	$1,995,842.31
Fidelity Select Portfolios: Biotechnology Portfolio [* * *] Email: [* * *] Residence: Delaware	432,900	$999,999.00
Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund [* * *] Email: [* * *] Residence: Delaware	185,683	$428,927.73
Fidelity Mt. Vernon Street Trust: Fidelity Growth Company Fund [* * *] Email: [* * *] Residence: Delaware	676,861	$1,563,548.91

Fidelity Mt. Vernon Street Trust: Fidelity Growth Company K6 Fund [* * *] Email: [* * *] Residence: Delaware	207,882	$480,207.42
Flagship Pioneering Fund VII, L.P. [* * *] Email: [* * *] Residence: Delaware	3,246,753	$7,499,999.43
Flagship Ventures Fund IV, L.P. [* * *] Email: [* * *] Residence: Delaware	1,082,251	$2,499,999.81
Nutritional Health LTP Fund, L.P. [* * *] Email: [* * *] Residence: Delaware	1,082,251	$2,499,999.81
Rimu Capital Ltd. [* * *] Email: [* * *] Residence: Bahamas	1,082,251	$2,499,999.81
SMRS-TOPE LLC [* * *] Email: [* * *] Residence: Delaware	1,298,701	$2,999,999.31
Totals:	**11,025,334**	**$25,468,521.54**

EXHIBIT A

Form of Registration Rights Agreement

APPENDIX I

Form of Investor Questionnaire

APPENDIX II

Form of Selling Stockholder Questionnaire

Exhibit 10.2

WAIVER AND AMENDMENT TO
VENTURE LOAN AND SECURITY AGREEMENT
AND ELEVENTH EXTENSION OF STANDSTILL AGREEMENT

This WAIVER AND AMENDMENT TO VENTURE LOAN AND SECURITY AGREEMENT AND ELEVENTH EXTENSION OF STANDSTILL AGREEMENT (this "Agreement"), dated as of July 7, 2023, is entered into by and among Evelo Biosciences, Inc., a Delaware corporation ("Borrower"), Horizon Credit II LLC, a Delaware limited liability company ("HCII"), as an assignee of Horizon Technology Finance Corporation, a Delaware corporation ("Horizon"), Horizon Funding I, LLC, a Delaware limited liability company ("HFI"), as an assignee of Horizon, Horizon as a Lender (in such role collectively with HCII and HFI, "Lenders") and Horizon as Collateral Agent ("Collateral Agent").

RECITALS

A. Borrower, Lenders and Collateral Agent are parties to a certain Venture Loan and Security Agreement, dated as of December 15, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which, among other things, (a) Horizon made (i) a loan to Borrower in the original principal amount of Ten Million Dollars ($10,000,000), which loan is evidenced by a certain Secured Promissory Note (Loan A) in the original principal amount of Ten Million Dollars ($10,000,000), dated as of December 15, 2022, issued by Borrower in favor of Horizon (the "Loan A Note"), (ii) a loan to Borrower in the original principal amount of Fifteen Million Dollars ($15,000,000), which loan is evidenced by a certain Secured Promissory Note (Loan B) in the original principal amount of Fifteen Million Dollars ($15,000,000), dated as of December 15, 2022, issued by Borrower in favor of Horizon (the "Loan B Note"), (iii) a loan to Borrower in the original principal amount of Six Million Dollars ($6,000,000), which loan is evidenced by a certain Secured Promissory Note (Loan C) in the original principal amount of Six Million Dollars ($6,000,000), dated as of December 15, 2022, issued by Borrower in favor of Horizon (the "Loan C Note"), (iv) a loan to Borrower in the original principal amount of Six Million Dollars ($6,000,000), which loan is evidenced by a certain Secured Promissory Note (Loan D) in the original principal amount of Six Million Dollars ($6,000,000), dated as of December 15, 2022, issued by Borrower in favor of Horizon (the "Loan D Note"), (v) a loan to Borrower in the original principal amount of Four Million Dollars ($4,000,000), which loan is evidenced by a certain Secured Promissory Note (Loan E) in the original principal amount of Four Million Dollars ($4,000,000), dated as of December 15, 2022, issued by Borrower in favor of Horizon (the "Loan E Note") and (vi) a loan to Borrower in the original principal amount of Four Million Dollars ($4,000,000), which loan is evidenced by a certain Secured Promissory Note (Loan F) in the original principal amount of Four Million Dollars ($4,000,000), dated as of December 15, 2022, issued by Borrower in favor of Horizon (the "Loan F Note" and collectively with the Loan A Note, the Loan B Note, the Loan C Note, the Loan D Note, and the Loan E Note, the "Notes"), and (b) Borrower granted a security interest to the Collateral Agent and Lenders in substantially all assets of Borrower, except with respect to Borrower's Intellectual Property (as defined in the Loan Agreement).

B. Horizon, on December 15, 2022, assigned all of its right, title and interest in and to the Loan A Note to HCII.

C. Horizon, on December 15, 2022, assigned all of its right, title and interest in and to the Loan B Note to Horizon Secured Loan Fund I LLC, who in turn assigned all of its right, title and interest in and to the Loan B Note to HFI.

D. Borrower and Lenders believe that it is possible that Events of Default have occurred under the Loan Agreement pursuant to: (a) Section 6.12 of the Loan Agreement as a result of Borrower's failure to, at all times, have ongoing, either (i) not less than one (1) active Phase III Clinical Trial or (ii) not less than two (2) active Phase I Clinical Trials and/or Phase II Clinical Trials and (b) Section 8.4 of the Loan Agreement as a result of the occurrence of a material adverse change in (a) the financial condition, business, operations, Properties of Borrower, (b) the ability of Borrower to perform its Obligations under the Loan Documents or (c) the Collateral or Collateral Agent's or Lender's security interest in the Collateral (the defaults listed in clauses (a) and (b), collectively, the "Potential Defaults").

E. On May 10, 2023, Borrower, Collateral Agent and Lenders entered into that certain Standstill Agreement (as amended on by that certain First Extension of Standstill Agreement dated as of May 14, 2023, that certain Second Extension of Standstill Agreement dated as of May 21, 2023, that certain Third Extension of Standstill Agreement dated as of May 30, 2023, that certain Fourth Extension of Standstill Agreement dated as of June 12, 2023, that certain Fifth Extension of Standstill Agreement dated as of June 14, 2023, that certain Sixth Extension of Standstill Agreement dated as of June 16, 2023, that certain Seventh Extension of Standstill Agreement dated as of June 21, 2023, that certain Eighth Extension of Standstill Agreement dated as of June 22, 2023, that certain Ninth Extension of Standstill Agreement dated as of June 23, 2023, and that certain Tenth Extension of Standstill Agreement dated as of June 30, 2023, the "Standstill Agreement") pursuant to which, among other things, Collateral Agent and Lenders agreed to forbear from exercising any "Rights and Remedies" under the Loan Agreement or any other remedies otherwise available to the Secured Parties with respect to the Potential Defaults during the period commencing on May 10, 2023 and expiring at 9:59 p.m. (Eastern Time) on July 7, 2023 (the "Standstill Period"), on the terms and conditions set forth therein.

F. Borrower has requested that Lenders and Collateral Agent agree to further extend the Standstill Period for a period to permit Borrower to continue operations including advancing Borrower's Phase 1/2a study of EDP 2939 Product. Lenders and Collateral Agent are willing to extend the Standstill Period, but only to the extent, and in accordance with, the terms, and subject to the conditions, set forth herein.

G. Additionally, Borrower has requested that Lenders amend the Loan Agreement to, among other things, (i) amend the definition of Collateral to include Borrower's Intellectual Property, (ii) amend the repayment schedule of the Notes, (iii) require the partial paydown of the Loans upon the occurrence of certain events and (iv) amend certain covenants set forth in the Loan Agreement. Lenders are willing to grant such requests, but only to the extent, and in accordance with, the terms, and subject to the conditions, set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Lenders hereby agree as follows:

1. Definitions; Interpretation. Unless otherwise defined herein, all capitalized terms used herein and defined in the Loan Agreement shall have the respective meanings given to those terms in the Loan Agreement. Other rules of construction set forth in the Loan Agreement, to the extent not inconsistent with this Agreement, apply to this Agreement and are hereby incorporated by reference.

2. Confirmation. Borrower hereby acknowledges and agrees that: (i) the Loan Agreement sets forth the legal, valid, binding and continuing obligations of Borrower to Lenders,

(ii) the Obligations to Lenders under the Loan Agreement are secured by validly perfected security interests in the Collateral, and (iii) Borrower does not have any cause of action, claim, defense or set-off against any Lender in any way regarding or relating to the Loan Agreement or Lenders' actions thereunder and to the extent any such cause of action, claim, defense or set-off ever existed, it is waived and Lenders are released from any claims of Borrower. Borrower represents and warrants that, other than the Potential Defaults (to the extent such Potential Defaults are deemed to be Events of Default), no Default or Event of Default has occurred under the Loan Agreement.

3. Extension of Standstill Period for Forbearance Period. Subject to the satisfaction of the conditions precedent set forth herein, Lenders and Collateral Agent hereby agree to further extend the Standstill Period with respect to the Potential Defaults until the earliest to occur of (i) the occurrence of an Event of Default (other than the Potential Defaults) under the Loan Agreement, or (ii) if Borrower achieves the Primary Endpoint (as defined below), then the earliest to occur of (A) Borrower's payment to Lenders of the Additional Required Loan Paydown Amount (as defined below), (B) sixty (60) days after the Public Trial Release Date (as defined below), and (C) December 31, 2023, or (iii) if Borrower fails to achieve the Primary Endpoint, ten (10) days after the Public Trial Release Date (such period of time extending the Standstill Period, the "Forbearance Period").

4. Waiver of Potential Defaults Upon Achieving Primary Endpoint. Subject to the satisfaction of the conditions precedent set forth herein, Lenders and Collateral Agent hereby further agree that if Borrower achieves the Primary Endpoint (as defined in the Loan Agreement), then, at the end of the Forbearance Period, Lenders and Collateral Agent shall waive filing any legal action or instituting or enforcing any rights and remedies it may have against Borrower with respect to the Potential Defaults and no Event of Default shall exist pursuant to the Loan Agreement related to the Potential Defaults. Each Lender's and Collateral Agent's waiver of Borrower's compliance with the applicable sections of the Loan Agreement shall apply only with respect to each Potential Default. Each Lender's and Collateral Agent's agreement to waive the Potential Defaults (a) in no way shall be deemed an agreement by any Lender or Collateral Agent to waive Borrower's compliance with any provision of the Loan Agreement as of any other date, and (b) shall not limit or impair any Lender's or Collateral Agent's right to demand strict performance of any such section as of all other dates.

5. Paydown and Conversion of a Portion of the Loans.

(a) Borrower and Lenders hereby agree that as a condition of effectiveness of this Agreement, (i) Borrower shall pay to Lenders a payment equal to the sum of (A) Five Million Dollars ($5,000,000) in partial repayment of a portion of the outstanding principal of the Loans, plus (B)(a) with respect to Loan A, Eleven Thousand Five and 08/100 Dollars ($11,005.08), (b) with respect to Loan B, Sixteen Thousand Five Hundred Seven and 60/100 Dollars ($16,507.60), (c) with respect to Loan C, Six Thousand Six Hundred Three and 04/100 Dollars ($6,603.04), (d) with respect to Loan D, Six Thousand Six Hundred Three and 04/100 Dollars ($6,603.04), (e) with respect to Loan E, Four Thousand Four Hundred Two and 02/100 Dollars ($4,402.02), and (f) with respect to Loan F, Four Thousand Four Hundred Two and 02/100 Dollars ($4,402.02), which represents the portion of the Final Payment applicable to the principal of each Loan that is being paid down or converted, that has accrued, according to GAAP, during the time that the aggregate principal amount being paid down and converted was outstanding, and (ii) Lenders will convert a portion of the Loans in an aggregate principal amount equal to Five Million Dollars ($5,000,000) into the same class of and identical in all aspects to the Equity Securities of Borrower issued to the investors participating in the Tranche 1 Equity Financing Round (as

defined below) at a price per share equal to the price per share paid by the investors participating in the Tranche 1 Equity Financing Round. Borrower and Lenders hereby agree that after giving effect to the principal paydown and conversion transactions discussed in this Section 3(a) (1) the principal balance of Loan A shall be Seven Million Seven Hundred Seventy-Seven Thousand Seven Hundred Seventy-Seven and 78/100 Dollars ($7,777,777.78), (2) the principal balance of Loan B shall be Eleven Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and 66/100 Dollars ($11,666,666.67), (3) the principal balance of Loan C shall be Four Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and 66/100 Dollars ($4,666,666.67), (4) the principal balance of Loan D shall be Four Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and 66/100 Dollars ($4,666,666.66), (5) the principal balance of Loan E shall be Three Million One Hundred Eleven Thousand One Hundred Eleven and 12/100 Dollars ($3,111,111.12), and (6) the principal balance of Loan F shall be Three Million One Hundred Eleven Thousand One Hundred Eleven and 12/100 Dollars ($3,111,111.12).

6. Amendments to Loan Agreement.

(a) Borrower and Lenders hereby agree that the following definitions shall be inserted into Section 1.1 of the Loan Agreement in their proper alphabetic order:

"Additional Required Loan Paydown Amount" means aggregate principal prepayments in an amount equal to Ten Million Dollars ($10,000,000)."

"Additional Required Loan Conversion Amount" means aggregate conversion of principal to Borrower's equity in an amount equal to Ten Million Dollars ($10,000,000)."

"EDP Trial" means Borrower's phase IIa clinical study of Borrower's EDP 2939 Product evaluating patients suffering from moderate psoriasis."

"Future Equity Investment Loan Paydown" has the meaning given such term in Section 6.15(a) of this Agreement."

"Future Equity Investment Conversion" has the meaning given such term in Section 6.15(b) of this Agreement."

"Primary Endpoint" means that Borrower's EDP 2939 Product demonstrates superiority over a placebo on the portion of patients participating in Borrower's EDP Trial who achieve a fifty percent (50%) improvement over the baseline in Psoriasis Area and Severity Index score (also known as a PASI-50 response) after sixteen (16) weeks of administration of such EDP 2939 Product in the EDP Trial for at least one dose level evaluated."

"Public Trial Release Date"" has the meaning given such term in Section 6.14 of this Agreement.

"Tranche 1 Equity Financing Round" means Borrower, during the period commencing on June 20, 2023, and continuing through July 14, 2023, receiving gross cash proceeds in an aggregate amount not less than Twenty-Five Million Dollars ($25,000,000) from the sale of Borrower's Equity Securities to Flagship Pioneering, Inc and other investors."

"Future Equity Investments" means the sale of Borrower's Equity Securities to two or more investors during the period commencing after the closing of the Tranche 1 Equity Financing."

(b) Borrower and Lenders hereby agree that Section 2.2(a) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Scheduled Payments. Borrower shall make payments in repayment of each Loan in the amounts and on the dates (each such date, a "Payment Date") as set forth in the Note applicable to such Loan (collectively, the "Scheduled Payments"). In any event, all unpaid principal, accrued interest and all outstanding fees on each Loan shall be due and payable in full on the Maturity Date."

(c) Borrower and Lenders hereby agree that Section 2.3(b) of the Loan agreement is deleted in its entirety and replaced with the following:

"Optional Prepayment. Upon five (5) Business Days' prior written notice to Lender, Borrower may, at its option, at any time, prepay all or any portion of the outstanding Loans by simultaneously paying to Lender an amount equal to (i) any accrued and unpaid interest on the outstanding principal balance of the Loans; *plus* (ii) an amount equal to (A) if such Loan is prepaid on or before the Loan Amortization Date applicable to such Loan, three percent (3%) of the then outstanding principal balance of such Loan, (B) if such Loan is prepaid after the Loan Amortization Date applicable to such Loan, but on or before the date that is twelve (12) months after such Loan Amortization Date, two percent (2%) of the then outstanding principal balance of such Loan, or (C) if such Loan is prepaid more than twelve (12) months after the Loan Amortization Date applicable to such Loan, but prior to the Maturity Date, one percent (1%) of the then outstanding principal balance of such Loan; *plus* (iii) a portion of the outstanding principal balance of such Loan Borrower desires to repay; *plus* (iv) all other sums, if any, that shall have become due and payable hereunder. Notwithstanding the foregoing, the prepayment fee set forth in clause (ii) of this Section 2.3(b) shall be waived with respect to (A) prepayments of principal required as a result of the closing of the Tranche 1 Equity Financing Round and (B) up to Ten Million Dollars ($10,000,000), in the aggregate, of Future Equity Investment Loan Paydowns and (C) any principal converted to equity at the Closing of the Tranche 1 Equity Financing Round or any Future Equity Investments."

(d) Borrower and Lenders hereby agree that Section 4.1 of the Loan Agreement is deleted in its entirety and replaced with the following:

"Grant of Security Interests. Borrower grants to Collateral Agent and each Lender a valid, continuing security interest in all presently existing and hereafter acquired or arising Collateral in order to secure prompt, full and complete payment of any and all Obligations and in order to secure prompt, full and complete performance by Borrower of each of its covenants and duties under each of the Loan Documents (other than the Warrants or other agreements related to Equity Securities of Borrower). The "Collateral" shall mean and include all right, title, interest, claims and demands of Borrower in the following:

(a) All goods (and embedded computer programs and supporting information included within the definition of "goods" under the Code) and equipment now owned or hereafter acquired, including all laboratory equipment, computer equipment, office equipment, machinery, vehicles (including motor vehicles

and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(b) All inventory now owned or hereafter acquired, including all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Borrower's books relating to any of the foregoing;

(c) All contract rights and general intangibles (including Intellectual Property), now owned or hereafter acquired, including goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, software, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payment intangibles, commercial tort claims, payments of insurance and rights to payment of any kind;

(d) All now existing and hereafter arising accounts, contract rights, royalties, license rights, license fees and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Borrower (subject, in each case, to the contractual rights of third parties to require funds received by Borrower to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower and Borrower's books relating to any of the foregoing;

(e) All documents, cash, deposit accounts, letters of credit and letters of credit rights (whether or not the letter of credit is evidenced by a writing) and other supporting obligations, certificates of deposit, instruments, promissory notes, chattel paper (whether tangible or electronic) and investment property, including all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Borrower's books relating to the foregoing; and

(f) To the extent not covered by clauses (a) through (e), all other personal property of Borrower, whether tangible or intangible, and any and all rights and interests in any of the above and the foregoing and, any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including insurance, condemnation, requisition or similar payments and proceeds of the sale or licensing of Intellectual Property; but,

Notwithstanding the foregoing, the Collateral shall not include (a) more than 65% of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Borrower of any Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter; (b) any interest of Borrower as a lessee or sublessee under a real property lease; (c) rights held under

a license or other agreement that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law); (d) any interest of Borrower as a lessee under an equipment lease if Borrower is prohibited by the terms of such lease from granting a security interest in such lease or under which such an assignment or Lien would cause a default to occur under such lease; provided, however, that upon termination of such prohibition, such interest shall immediately become Collateral without any action by Borrower or Lender; or (e) any trademark application filed in the United States Patent and Trademark Office on the basis of Borrower's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

Notwithstanding anything to the contrary contained herein, if Collateral Agent's and Lender's security interest in Borrower's Intellectual Property is released in accordance with Section 4.3 below, then, during all such times when Collateral Agent and Lender do not have a security interest in Borrower's Intellectual Property, the Collateral shall include all accounts receivables, accounts, and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the foregoing (the "Rights to Payment"). Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of the date hereof, include the Intellectual Property to the extent necessary to permit perfection of Lender's security interest in the Rights to Payment."

(e) Borrower and Lenders hereby agree that Section 4.3 of the Loan Agreement is deleted in its entirety and replaced with the following:

"Duration of Security Interest. Collateral Agent's and Lender's security interest in the Collateral shall continue until the payment in full and the satisfaction of all Obligations (other than inchoate indemnity obligations), and termination of Lender's commitment to fund the Loans, whereupon such security interest shall terminate. Collateral Agent and Lender shall, at Borrower's sole cost and expense, execute such further documents and take such further actions as may be reasonably necessary to make effective or evidence the release contemplated by this Section 4.3, including duly authorizing and delivering termination statements for filing in all relevant jurisdictions under the Code. Notwithstanding the foregoing, if Borrower makes the full Additional Required Loan Paydown Amount to Lenders, then, Lenders' and Collateral Agent's security interest in Borrower's Intellectual Property shall automatically, and without any action necessary by any party, be released and terminated, and the definition of "Collateral" shall be automatically amended to exclude Borrower's Intellectual Property. Collateral Agent and Lenders shall, at Borrower's sole cost and expense, execute and deliver any documents reasonably requested by Borrower to reflect the release of Collateral Agent's and Lender's security interest in Borrower's Intellectual Property."

(f) Borrower and Lenders hereby agree that Section 6.12 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"Ongoing Clinical Trials. Borrower shall, commencing as of the date on which Borrower achieves the Primary Endpoint, and continuing until the repayment in full of the Obligations, have either (a) a phase IIb clinical trial evaluating Borrower's EDP 2939 Product in moderate psoriasis, which must either (1) be active or (2) have achieved its primary endpoint(s) for at least one evaluated dose or (b) one (1) Phase II Clinical Trial separate and distinct from the active phase IIb clinical trial initiated in satisfaction of clause (a) of this Section 6.12, where the design and objectives of such Phase II Clinical Trial are satisfactory to Lenders in their reasonable discretion. For the purposes of this Section 6.12, an "active" clinical trial shall mean that Borrower has either dosed patients in such clinical trial, or with respect to a Phase II Clinical Trial, Borrower is conducting activities supporting the initiation of such clinical trial, including but not limited to, clinical study design, interactions with the FDA or other regulatory authorities such as United Kingdom Medicines and Healthcare products Regulatory Agency or the European Medicines Agency, initiation of clinical trial sites, and or activities relating to and chemistry, manufacturing, and controls of the relevant Product."

(g) Borrower and Lenders hereby agree that the following section shall be added to the Loan Agreement as new Section 6.14:

"6.14 Minimum Cash on Deposit.

(a) If the results of the EDP Trial fail to satisfy the Primary Endpoint, and such results are negative, then, on or prior to the date that is ten (10) days after the date on which Borrower makes a public announcement of the results of the EDP Trial (such date, the "Public Trial Release Date"), and continuing until the repayment in full of the Obligations, Borrower shall, at all times, maintain cash or cash equivalents on deposit in an aggregate amount not less than Nine Million Dollars ($9,000,000) in (i) accounts over which Lenders maintain an Account Control Agreement, (ii) the JPM UK Account (provided that the amount on deposit in such account does not exceed One Million Great British Pounds), (iii) the account of Borrower's UK Subsidiary ending [* * *] in an amount not to exceed Five Hundred Thousand Great British Pounds, and (iv) any accounts maintained in accordance with the last sentence of Section 7.13 of this Agreement.

(b) If the results of the EDP Trial satisfy the Primary Endpoint, then commencing as of the Public Trial Release Date and continuing until the repayment in full of the Obligations, Borrower shall not be required to maintain any specified amount on deposit."

(h) Borrower and Lenders hereby agree that the following section shall be added to the Loan Agreement as new Section 6.15:

"6.15 Required Loan Paydown; Required Loan Conversion.

(a) Borrower shall within one (1) Business Day after the closing of each sale of Borrower's Equity Securities during the period commencing on the date immediately following the closing of the Tranche 1 Equity Financing Round, and continuing until the earlier to occur of (i) the repayment in full of the Obligations, or (ii) the date on which Borrower has paid the Additional Required Loan Paydown Amount, make a payment to Lenders in partial repayment of the Loans in an amount equal to the sum of (A) the product determined by multiplying (1) twenty percent (20%) by (2) the gross cash

proceeds received by Borrower as a result of the sale of Borrower's Equity Securities (each such payment under this Section 6.15(a), a "Future Equity Investment Loan Paydown") plus (B) a payment of the portion of the Final Payment that has accrued, according to GAAP, during the time that the applicable Future Equity Investment Loan Paydown and the applicable Future Equity Investment Conversion (as defined below) was outstanding at the time of applicable paydown or conversion, respectively.

(b) Additionally, Lenders hereby agree that, on each date on which Lenders receive a Future Equity Investment Loan Paydown, they shall convert a portion of the Loans in an amount equal to the principal portion of such Future Equity Investment Loan Paydown into the same class of and identical in all aspects to the Equity Securities of Borrower issued to the investors participating in the financing round giving rise to the requirement to provide such Future Equity Investment Loan Paydown at a price per share equal to the price per share paid for such Equity Securities by the investors participating in such financing round (each such conversion under this Section 5.15(b), a "Future Equity Investment Conversion"). In no event shall the aggregate principal portion of the Loans converted into Equity Securities pursuant to the terms of this Section 6.15(b) exceed Additional Required Loan Conversion Amount."

7. Amended and Restated Notes. The Notes are each amended and restated as attached hereto as Exhibit A (the "Amended and Restated Notes").

8. Conditions to Effectiveness. Lenders' consent and agreement herein is expressly conditioned on the following:

(a) Borrower, Lenders and Collateral Agent executing a copy of this Agreement;

(b) Borrower executing and delivering to each Lender its respective Amended and Restated Note, in form and substance acceptable to Collateral Agent in its reasonable discretion;

(c) Borrower executing and delivering to Collateral Agent a Grant of Security Interest - Patents;

(d) Borrower executing and delivering to Collateral Agent a Grant of Security Interest – Trademarks, in form and substance acceptable to Collateral Agent in its reasonable discretion;

(e) Borrower tendering to Lenders a payment equal to the sum of (A) Five Million Dollars ($5,000,000) in partial repayment of the principal portion of the Loans plus (B) the following portion of the Final Payment applicable to each such Loan: (i) with respect to Loan A, Eleven Thousand Five and 08/100 Dollars ($11,005.08), (ii) with respect to Loan B, Sixteen Thousand Five Hundred Seven and 60/100 Dollars ($16,507.60), (iii) with respect to Loan C, Six Thousand Six Hundred Three and 04/100 Dollars ($6,603.04), (iv) with respect to Loan D, Six Thousand Six Hundred Three and 04/100 Dollars ($6,603.04), (v) with respect to Loan E, Four Thousand Four Hundred Two and 02/100 Dollars ($4,402.02), and (vi) with respect to Loan F, Four Thousand Four Hundred Two and 02/100 Dollars ($4,402.02).

(f) Each of the representations and warranties of Borrower made in this Agreement shall be true and correct in all material respects on and as of the date hereof as if made on and as of such date, both before and after giving effect to this Agreement; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date;

(g) The closing of the Tranche 1 Equity Financing Round, including Borrower providing Lenders with evidence satisfactory to Lenders that Borrower has received gross cash proceeds in an aggregate amount not less than Twenty-Five Million Dollars ($25,000,000) from the sale of Borrower's Equity Securities to Flagship Pioneering, Inc and other investors; and

(h) Borrower's payment to Horizon of its legal fees incurred in connection with this Agreement, together with the reimbursement of Horizon's out of pocket expenses incurred, in an aggregate amount up to Twenty-Five Thousand Dollars ($25,000).

9. Representations and Warranties.

(a) At and as of the date of this Agreement, and both prior to and after giving effect to this Agreement, each of the representations and warranties contained in the Loan Agreement is true and correct in all material respects (except with respect to any such representation or warranty which is already qualified by a materiality qualifier, in which case such representation or warranty shall be true and correct in all respects, and where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date).

(b) Borrower has all necessary power and authority to execute, deliver, and perform in accordance with the terms thereof, this Agreement. Borrower has all requisite power and authority to own and operate its Property and to carry on its businesses as now conducted.

10. Effect of Agreement. On and after the date hereof, each reference to the Loan Agreement in the Loan Agreement or in any other document shall mean the Loan Agreement as amended by this Agreement. Except as expressly provided hereunder, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power, or remedy of Lenders, nor constitute a waiver of any provision of the Loan Agreement other than the Potential Defaults, to the extent set forth in Section 3 above. Except to the limited extent expressly provided herein, nothing contained herein shall, or shall be construed to (nor shall Borrower ever argue to the contrary) (i) modify the Loan Agreement or any other Loan Document, (ii) modify, waive, impair, or affect any of the covenants, agreements, terms, and conditions thereof, or (iii) waive the due keeping, observance and/or performance thereof, each of which is hereby ratified and confirmed by Borrower. Except as amended above, the Loan Agreement remains in full force and effect.

11. Headings. Headings in this Agreement are for convenience of reference only and are not part of the substance hereof.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without reference to conflicts of law rules.

13. Counterparts. This Agreement may be executed in any number of counterparts, including by electronic or facsimile transmission, each of which when so delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

14. Integration. This Agreement and the Loan Documents constitute and contain the entire agreement of Borrower and Lenders with respect to their respective subject matters, and supersede any and all prior agreements, correspondence and communications.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, Borrower, Lenders and Collateral Agent have caused this Agreement to be executed as of the day and year first above written.

BORROWER:
EVELO BIOSCIENCES, INC.

By: /s/ Marella Thorell
Name: Marella Thorell
Title: Chief Financial Officer

COLLATERAL AGENT:
HORIZON TECHNOLOGY FINANCE CORPORATION

By: /s/ Daniel S. Devorsetz
Name: Daniel S. Devorsetz
Title: Chief Operating Officer

LENDER:
HORIZON FUNDING I, LLC
By: Horizon Secured Loan Fund I LLC, its sole member

By: /s/ Daniel S. Devorsetz
Name: Daniel S. Devorsetz
Title: Manager

LENDER:
HORIZON CREDIT II LLC

By: /s/ Daniel S. Devorsetz
Name: Daniel S. Devorsetz
Title: Chief Operating Officer

EXHIBIT A

Amended and Restated Notes

(See attached)

Exhibit 99.1

Evelo Biosciences Announces $25.5 Million Private Placement

CAMBRIDGE, Mass., July 10, 2023 (GLOBE NEWSWIRE) -- Evelo Biosciences, Inc. (Nasdaq:EVLO), a clinical stage biotechnology company developing a novel platform of orally delivered inflammation-resolving medicines acting on the small intestinal axis (SINTAX), today announced that it has entered into a securities purchase agreement with investors in a private placement to sell 11,025,334 shares of its common stock (the “Shares”) at a purchase price of $2.31 per share, which would result in gross proceeds of approximately $25.5 million. The offering is being led by Evelo’s founder, Flagship Pioneering, with participation from other new and existing investors. Evelo intends to use the net proceeds from the private placement to fund the readout of its Phase 2a trial of EDP2939 in moderate psoriasis, to pay down approximately $5.0 million of its existing debt and for general corporate purposes.

The closing of the private placement is subject to customary closing conditions and is expected to occur on or about July 11, 2023.

BMO Capital Markets acted as the sole placement agent for the private placement.

The offer and sale of the Shares is being made in a private placement pursuant to an exemption under the Securities Act of 1933, as amended (the "Securities Act"), and the Shares have not been registered under the Securities Act or applicable state securities laws. The Shares may not be offered or sold in the United States except pursuant to an effective registration statement or an applicable exemption from the registration requirements of the Securities Act and applicable state securities laws.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy the Shares, nor shall there be any sale of the Shares in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or other jurisdiction.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this press release that do not relate to matters of historical fact should be considered forward-looking statements, including statements regarding the closing of the private placement and Evelo’s intended use of proceeds from the private placement. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important factors that may cause Evelo’s actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. These and other important factors discussed under the caption "Risk Factors" in Evelo’s Quarterly Report on Form 10-Q filed with the SEC on May 15, 2023 and its other filings with the SEC could cause actual results to differ materially from those indicated by the forward-looking statements made in this press release. Any such forward-looking statements represent management's estimates as of the date of this press release. While Evelo may elect to update such forward-looking statements at some point in the future, it disclaims any obligation to do so, even if subsequent events cause its views to change.

Contacts

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Media: media@evelobio.com